CITY COMMISSION

REGULAR MEETING AGENDA

MONDAY, OCTOBER 26, 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

100. Presentation of Resolution 2026-21 recognizing the retirement of Lieutenant Tracy Fugate from the Winter Springs Police Department.

101. Promotion Ceremony-Badge Pinning and Oath of Office for Deputy Chief Brad Heath

INFORMATIONAL AGENDA

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. FY 26-27 Asphalt Pavement Resurfacing
Resurfacing Projects Map 2027.pdf
Resurfacing & Rejuvination Map 2027.pdf
Executed IFB-604900-24 (Middlesex).pdf
Contractors Estimate for Resurfacing.pdf

301. Police Department Vehicle Purchase
NJPA_WINTER SPRINGS POLICE DEPARTMENT_75552_Quote_1 F250.pdf
National Auto Fleet Group 081325-NAF Pricing Sheet.pdf
National Auto Fleet Contract 081325- Sourcewell.pdf
National Auto Fleet Contract 032824 Sourcewll.pdf

302. Public Works Department Vehicle Purchase
WINTER SPRINGS 2027 copy 2.pdf

303. Utilities Department Vehicle Purchase
Holler Ford Quotes.pdf
Mullinax Ford Quotes.pdf
Sunbelt Waste Equipment Quotes.pdf

304. Police Station Safe Room Grant Funding Modification for Extension - HMGP
4673-063-R MOD#2 (10-14-26).pdf

305. Approval of the Minutes: Monday, October 12, 2026 City Commission Regular Meeting
2026 10 12 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. Second Reading of Ordinance 2026-08: Backyard Chickens
Ordinance No. 2026-08- Backyard Chickens Second Reading.pdf
Ord. 2026-08 Business Impact Statement v2.pdf
2026 10 15 Ordinance 2026-08 Display Ad (Second Reading).pdf
2026 10 15 Ordinance 2026-08 (Second) Affidavit.pdf

401. Winter Springs Dentistry – SR 434/419 and Michael Blake Boulevard – Site/Final Engineering Plans, Aesthetic Review, Waivers, and Development Agreement
WS Dentistry CC 10.26.26.pdf
WS Dentistry Staff Report CC 10.26.26 v1.pdf
WS Dentistry - CW Flyer.pdf
CW Sign In Sheet.pdf
FEDP-2026-0025 - Site Plan.pdf
FEDP-2026-0025 - Dumpster Details.pdf
FEDP-2026-0025 - Landscape Plans.pdf
FEDP-2026-0025 - Lighting Details.pdf
FEDP-2026-0025 - Stormwater Report.pdf
FEDP-2026-0025 - Geotechnical Report.pdf
FEDP-2026-0025 - Updated Parking Analysis.pdf
FEDP-2026-0025 - Updated Traffic Impact Analysis.pdf
FEDP-2026-0025 - Economic Impact Analysis.pdf
AERV-2026-0014 - Elevations Revised 10.8.26.pdf
AERV-2026-0014 - Renderings.pdf
WAIV-2026-0027 - Waiver Application Setbacks.pdf
WAIV-2026-0026 - Waiver Application Building Orientation.pdf
WAIV-2026-0025 - Waiver Application-SR 434 Streetscape.pdf
WAIV-2026-0028 - Waiver Application Awnings.pdf
DVAG-2026-0018 - DA Fourth Modification.pdf
FEDP-2026-0025 - Site Plan Application.pdf
AERV-2026-0014 - Application.pdf
DVAG-2026-0018 - Application.pdf

REGULAR AGENDA

500. Discussion on the Police Department

501. Discussion on City Whistleblower Policy Revisions
Commissioner Caruso Proposal for Whistleblower Policy Revisions.pdf
2023 10 09 Consent 302 - Resolution 2023-32 Adoption of City of Winter Springs Fraud Policy.pdf
Resolution 2023-32 City of Winter Springs Anti-Fraud and Whistleblower Protection Policy.pdf

502. City Manager's Annual Report & Achievements: 2025-2026

503. 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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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.

AWARDS AND PRESENTATIONS ITEM 100

CITY COMMISSION AGENDA | OCTOBER 26, 2026 REGULAR MEETING

TITLE

Presentation of Resolution 2026-21 recognizing the retirement of Lieutenant Tracy Fugate from the Winter Springs Police Department.

SUMMARY

Lieutenant Tracy Fugate began her career with the Winter Springs Police Department in 1995. With more than three decades of distinguished service, she has held a wide range of assignments that demonstrate her versatility, leadership, and commitment to both the department and the Winter Springs community.

Tracy served as a School Resource Officer at Indian Trails Middle School and Winter Springs High School. She would then transition to the Property and Evidence Unit while also serving as the agency Quartermaster, Building and Fleet Manager, and, later, Crime Scene Investigator through 2001. Tracy was selected to the Criminal Investigations Bureau from 2006 to 2016, where she found her passion. After her tenure as a Detective, Lieutenant Fugate expanded her footprint within the organization, serving in the Community Relations Division from 2016 to 2021. She would then return to Road Patrol from 2021 to 2022 to share her knowledge. Still, she could not escape her calling as a Detective and returned to the Criminal Investigations Bureau, where she was ultimately promoted to Sergeant in 2024. Two years later, she would achieve the rank of Lieutenant within the Criminal Investigations Bureau.

Throughout her career, Lieutenant Fugate has directly managed or led several significant investigations, including embezzlement, missing persons, and Homicides. She has contributed to numerous specialty units, including the Winter Springs Police Department Explorer Program, the Hostage Negotiation Team, and the Honor Guard Unit. She holds designations as an Elder Practitioner and in Crime Prevention Through Environmental Design (CPTED) and was instrumental in developing and launching several major initiatives, including the annual Explorer Golf Tournament, Shop with a Cop, and the Backpack Program.

Lieutenant Fugate’s unwavering service has earned her numerous awards throughout her career, including multiple Unit Citations, multiple Investigator of the Year recognitions, the Police Duty Award, the Meritorious Action Award, the Mark Messeguer Award, Officer of the Month, and the Chief’s Award of Excellence.

As we look back on Lieutenant Fugate’s exceptional career, we recognize her dedication to the Law Enforcement profession and her service to the citizens of Winter Springs.

The Winter Springs Police Department will forever be grateful to Lieutenant Fugate for her contributions. Her dedication to her craft and the continued success of the Winter Springs Police Department will be felt forever by the men and women she touched throughout her career.

Please join me in congratulating Lieutenant Tracy Fugate on her retirement and wishing her and her family the best in her future endeavors.

FUNDING SOURCE

RECOMMENDATION

N/A

AWARDS AND PRESENTATIONS ITEM 101

CITY COMMISSION AGENDA | OCTOBER 26, 2026 REGULAR MEETING

TITLE

Promotion Ceremony-Badge Pinning and Oath of Office for Deputy Chief Brad Heath

SUMMARY

It is my honor to recognize Brad Heath's promotion to Deputy Chief of Police. Brad started his journey on March 10, 2005. During his tenure, he has excelled as a leader within the organization. His extensive knowledge of operations, criminal investigations, and support services has made him a leader his peers look up to. A true leader who cares about both human equity and the residents he has sworn to protect.

We want to congratulate him on this milestone and look forward to the good things ahead.

FUNDING SOURCE

RECOMMENDATION

None

CONSENT AGENDA ITEM 300

CITY COMMISSION AGENDA | OCTOBER 26, 2026 REGULAR MEETING

TITLE

FY 26-27 Asphalt Pavement Resurfacing

SUMMARY

The City's Pavement Management Program (PMP) uses a data-driven approach to identify and prioritize roadway improvements based on pavement condition assessments, Pavement Condition Index (PCI) values, projected pavement deterioration, and other relevant roadway characteristics. The program evaluates pavement needs over a 10-year planning period and identifies appropriate treatments to maintain and improve the overall condition of the City's roadway network.

Pavement rejuvenation is one type of treatment intended to restore asphalt flexibility, improve durability, and extend pavement service life. Within the next few weeks, the City will conduct a demonstration pilot on a small pavement section within the City's roadway network. Interested municipalities and industry leaders will be invited to observe the application and evaluate its performance along with City staff. If the results are satisfactory, staff intends to proceed with the planned rejuvenation areas later in the fiscal year. Adding pavement rejuvenation to the City’s range of treatment methods provides another option for preserving roadway assets, potentially extending pavement life and delaying more costly resurfacing. The proposed improvements are expected to support continued improvement in the Citywide PCI over the 10-year planning period while promoting long-term cost savings.

For Fiscal Year 2026–2027, the City plans to complete milling and resurfacing on selected roadways (this Agenda Item) and pavement rejuvenation in designated areas (post-evaluation) before the end of this fiscal year. Milling and resurfacing addresses deteriorated pavement by removing and replacing the existing asphalt surface. The attached maps identify the proposed locations for milling and resurfacing and pavement rejuvenation. Staff recommends Commission approval of the proposed asphalt resurfacing work by Middlesex Paving, LLC.

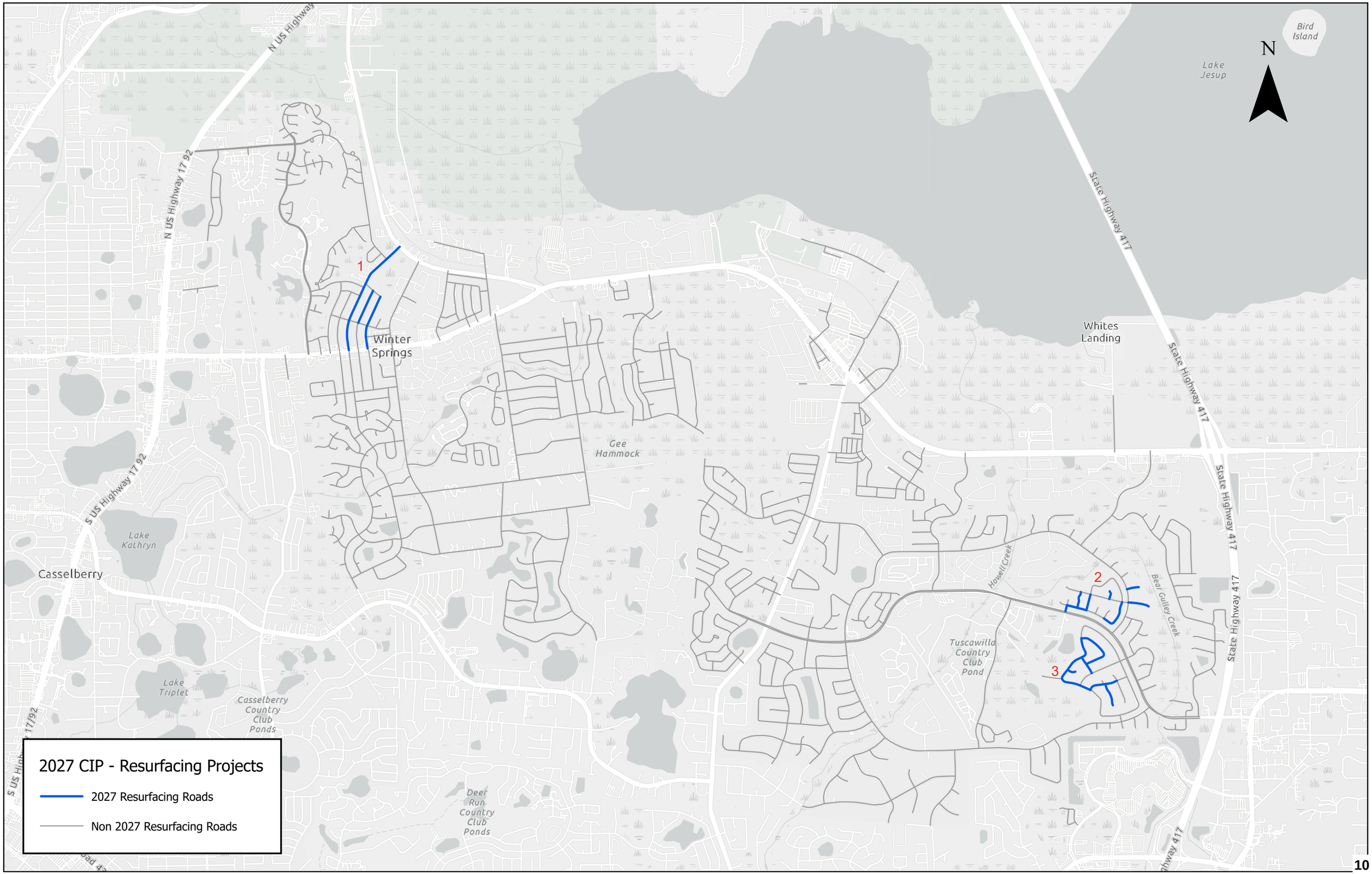
FUNDING SOURCE

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

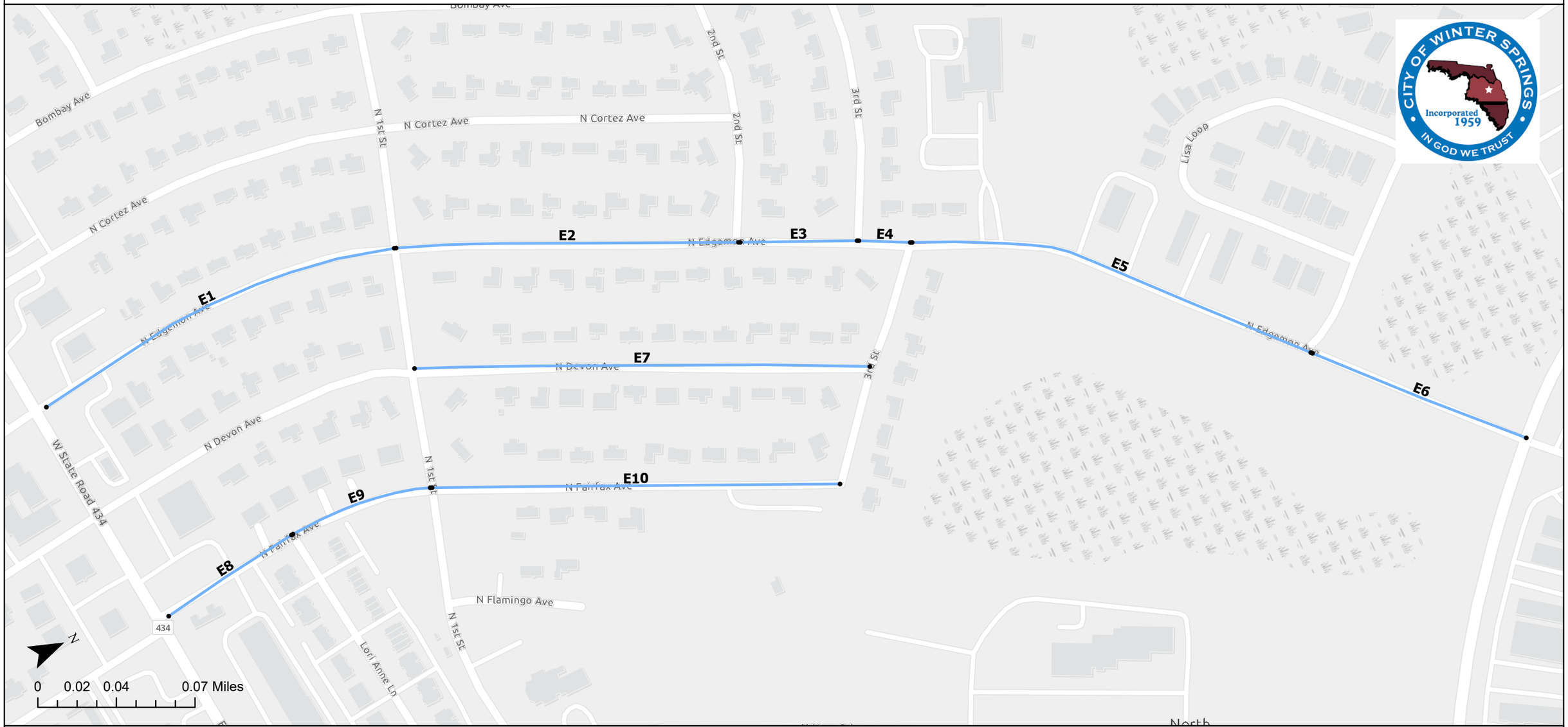
RECOMMENDATION

Staff recommends the City Commission approve the issuance of a purchase order to Middlesex Paving, LLC for Asphalt Resurfacing of city streets in the amount of $977,231.85 plus a 10% contingency for a total of $1,074,955.04 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.


N
Bird Island
Lake Jesup
N US Highway 17 92
S US Highway 17 92
State Highway 417
Winter Springs
Whites Landing
Gee Hammock
Lake Kathryn
Casselberry
Lake Triplet
Casselberry Country Club Ponds
Deer Run Country Club Ponds
Howell Creek
Bear Gulley Creek
Tuscawilla Country Club Pond
1
2
3
2027 CIP - Resurfacing Projects
2027 Resurfacing Roads
Non 2027 Resurfacing Roads

Road Mill & Resurfacing Project 2027

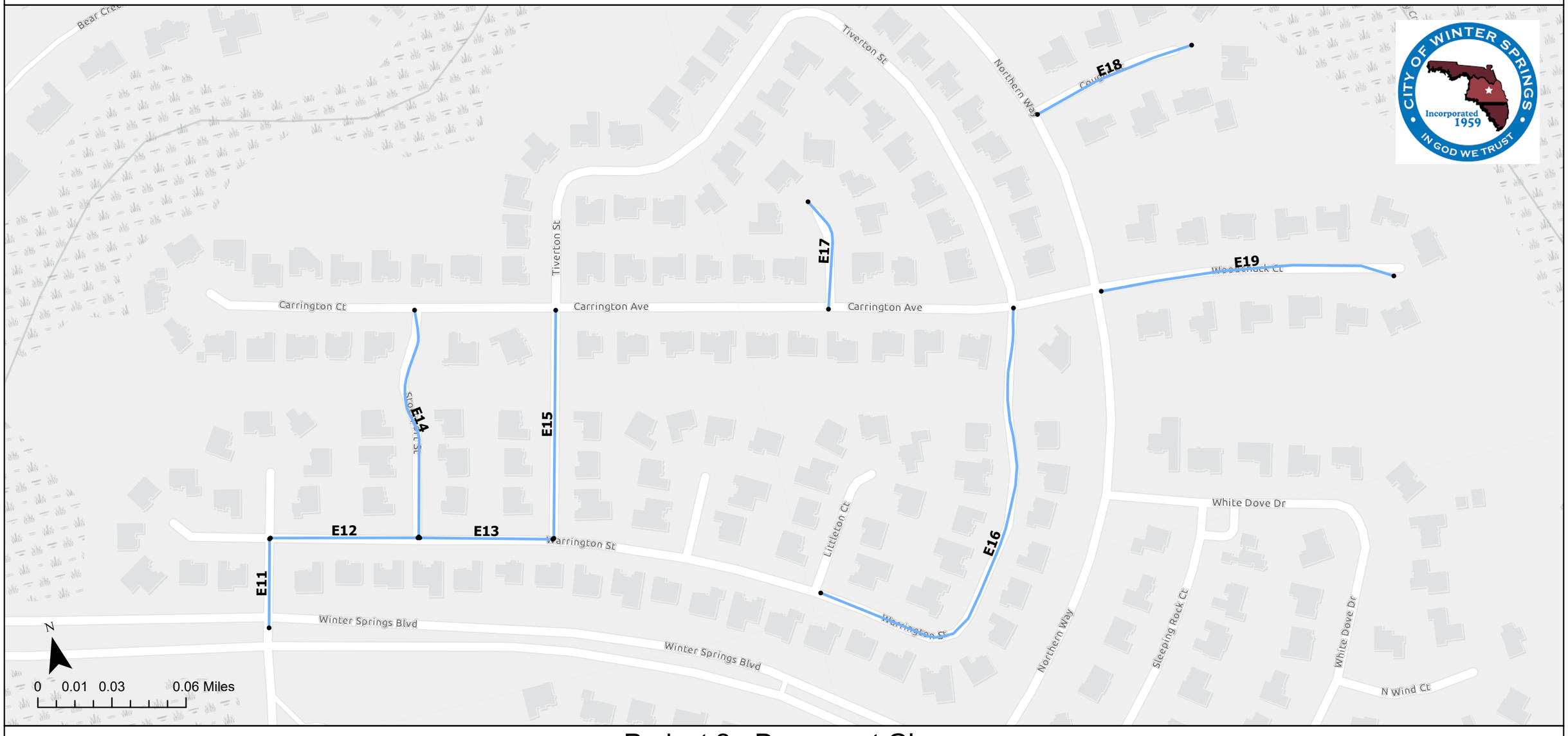


Project 1 - N Edgemon

Exhibit	Name	Description	Distance
1	N Edgemon Ave	From W Sr 434 To N Edgemon Ave	913 feet
2	N Edgemon Ave	From N 1St St To N 2Nd St	810 feet
3	N Edgemon Ave	From N 2Nd St To N 3Rd St	279 feet
4	N Edgemon Ave	From N 3Rd St To N 3Rd St	125 feet
5	N Edgemon Ave	From N 3Rd St To Shepard Rd	991 feet

Exhibit	Name	Description	Distance
6	N Edgemon Ave	From Shepard Rd To Sr 419	545 feet
7	N Devon Ave	From N 1St St To N 3Rd St	1075 feet
8	N Fairfax Ave	From W Sr 434 To Lori Anne Ln	350 feet
9	N Fairfax Ave	From Lori Anne Ln To N 1St St	348 feet
10	N Fairfax Ave	From N 1St St To N 3Rd St	964 feet

Road Mill & Resurfacing Project 2027

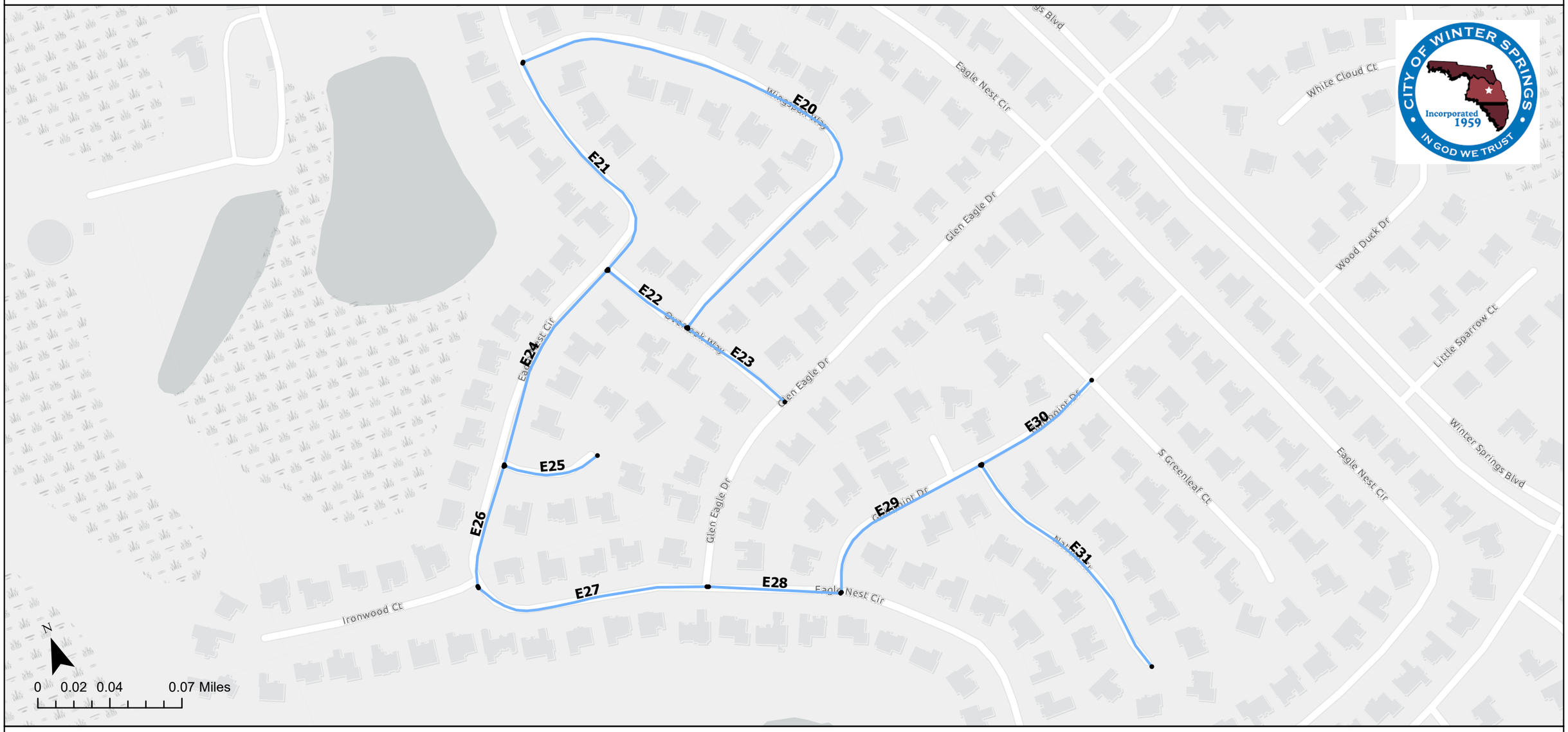


Project 2 - Davenport Glen

Exhibit	Name	Description	Distance
11	Davenport Way	From Winter Springs Blvd To Warrington St	194 feet
12	Warrington St	From Davenport Ct To Stockport St	319 feet
13	Warrington St	From Stockport St To Tiverton St	288 feet
14	Stockport St	From Carrington Ct To Warrington St	500 feet
15	Tiverton St	From Carrington Ave To Warrington St	492 feet

Exhibit	Name	Description	Distance
16	Warrington St	From Warrington St To Littleton Ct	1037 feet
17	Kentstown Ct	From Start Of Road To Carrington Ave	252 feet
18	Cougar Ct	From Northern Way To End Of Road	366 feet
19	Woodchuck Ct	From Northern Way To End Of Road	637 feet

Road Mill & Resurfacing Project 2027

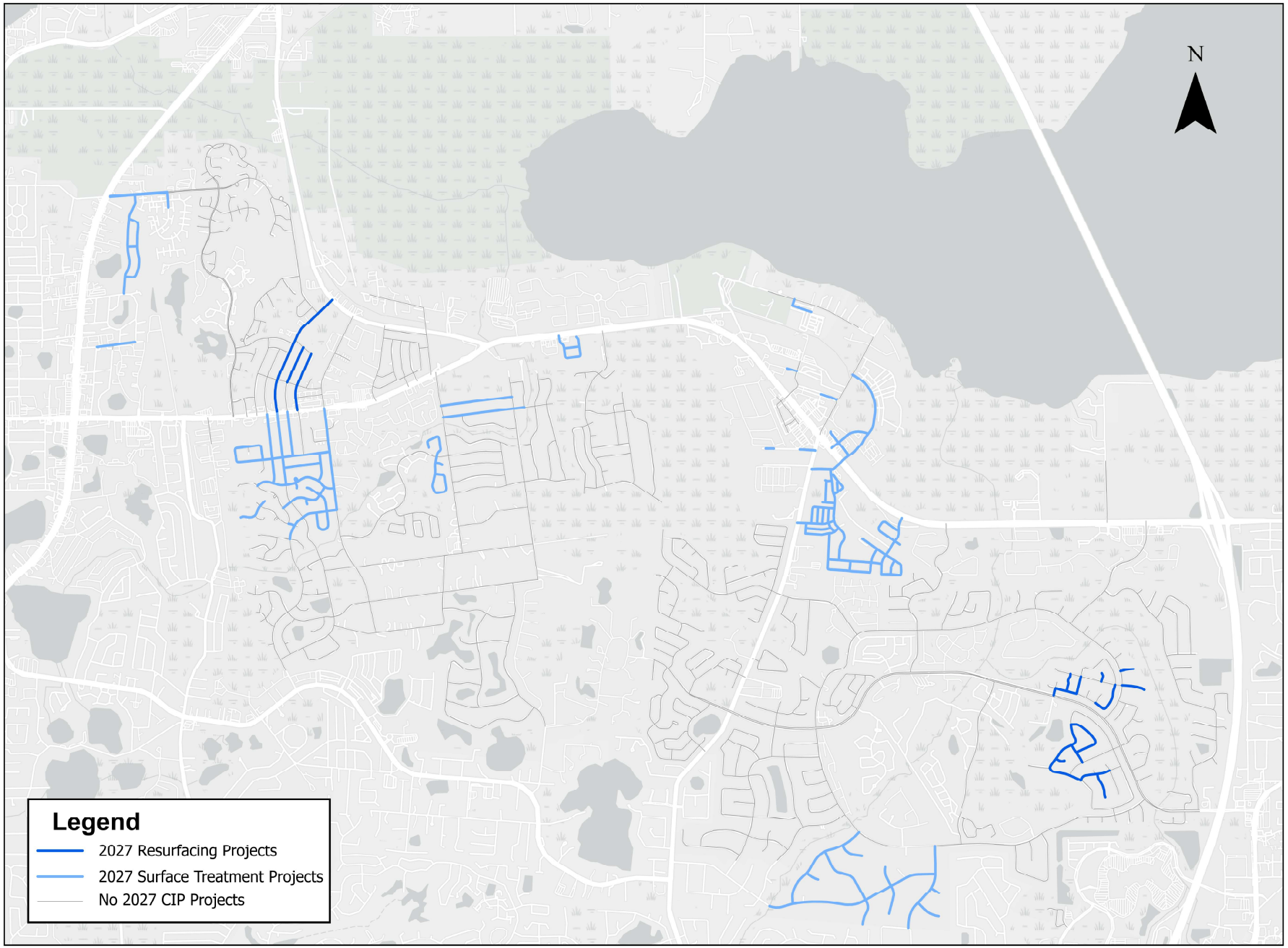


Project 3 - Glen Eagle

Exhibit	Name	Description	Distance
20	Wingspan Way	From Eagle Nest Cir To Overlook Way	1523 feet
21	Eagle Nest Cir	From Overlook Way To Wingspan Way	658 feet
22	Overlook Way	From Wingspan Way To Eagle Nest Cir	254 feet
23	Overlook Way	From Golfpoint Dr To Wingspan Way	317 feet
24	Eagle Nest Cir	From Forest View Ct To Overlook Way	581 feet
25	Forest View Ct	From Start Of Road To Eagle Nest Cir	258 feet

Exhibit	Name	Description	Distance
26	Eagle Nest Cir	From Ironwood Ct To Forest View Ct	322 feet
27	Eagle Nest Cir	From Glen Eagle Dr To Ironwood Ct	613 feet
28	Eagle Nest Cir	From Golfpoint Dr To Glen Eagle Dr	343 feet
29	Golfpoint Dr	From Eagle Nest Cir To Nature Ct	526 feet
30	Golfpoint Dr	From Nature Ct To N Greenleaf Ct	362 feet
31	Nature Ct	From Golfpoint Dr To End Of Road	690 feet

Road Mill & Resurfacing Projects List 2027								
Project	**Street**	**From**	**To**	**Work Category**	**Length (mi)**	**Length (ft)**	**Av Width (ft)**	**Area (sy)**
Project 1 - N Edgemon	N Devon Ave	N 1st St	N 3rd St	Mill & Overlay	0.20	1,075	22	2,628
Project 1 - N Edgemon	N Edgemon Ave	W SR 434	SR 419	Mill & Overlay	0.69	3,663	24	9,768
Project 1 - N Edgemon	N Fairfax Ave	W SR 434	N 3rd St	Mill & Overlay	0.31	1,662	22	4,063
Project 2 - Davenport Glen	Cougar Ct	Northern Way	End Of Road	Mill & Overlay	0.07	366	22	895
Project 2 - Davenport Glen	Davenport Way	Winter Springs Blvd	Warrington St	Mill & Overlay	0.04	194	20	431
Project 2 - Davenport Glen	Kentstown Ct	Start Of Road	Carrington Ave	Mill & Overlay	0.05	252	20	560
Project 2 - Davenport Glen	Stockport St	Carrington Ct	Warrington St	Mill & Overlay	0.09	500	20	1,111
Project 2 - Davenport Glen	Tiverton St	Carrington Ave	Warrington St	Mill & Overlay	0.09	492	20	1,093
Project 2 - Davenport Glen	Warrington St	Davenport Ct	Littleton Ct	Mill & Overlay	0.31	1,644	20	3,653
Project 2 - Davenport Glen	Woodchuck Ct	Northern Way	End Of Road	Mill & Overlay	0.12	637	22	1,557
Project 3 - Glen Eagle	Eagle Nest Cir	Overlook Way	Golfpoint Dr	Mill & Overlay	0.48	2,517	22	6,153
Project 3 - Glen Eagle	Forest View Ct	Start Of Road	Eagle Nest Cir	Mill & Overlay	0.05	258	22	631
Project 3 - Glen Eagle	Golfpoint Dr	Eagle Nest Cir	N Greenleaf Ct	Mill & Overlay	0.17	888	22	2,171
Project 3 - Glen Eagle	Nature Ct	Golfpoint Dr	End Of Road	Mill & Overlay	0.13	690	22	1,687
Project 3 - Glen Eagle	Overlook Way	Wingspan Way	Eagle Nest Cir	Mill & Overlay	0.11	571	22	1,396
Project 3 - Glen Eagle	Wingspan Way	Eagle Nest Cir	Overlook Way	Mill & Overlay	0.29	1,523	22	3,723
				Totals=	***3.21***	***16,932***		***41,518***



Kimley»Horn

Pavement Capital Improvement Plan
2027 CIP Projects Exhibit

City of Winter Springs

Street ID	Street Name	From Street	To Street	Segment Lenth (Ft)	Treatment Year	Treatment	Pre-Treatment PCI	Post-Treatment PCI
2027 Projects								
074:1601	COUGAR CT	NORTHERN WAY	END OF ROAD	366	2027	Mill & Overlay	53.5	100
207:1700	DAVENPORT WAY	WINTER SPRINGS BLVD	WARRINGTON ST	194	2027	Mill & Overlay	73	100
222:100	DEVON AVE	N 1ST ST	N 3RD ST	1,075	2027	Mill & Overlay	64.5	100
136:1622	EAGLE NEST CIR	FOREST VIEW CT	OVERLOOK WAY	581	2027	Mill & Overlay	46	100
136:1600	EAGLE NEST CIR	GLEN EAGLE DR	IRONWOOD CT	613	2027	Mill & Overlay	72	100
136:1584	EAGLE NEST CIR	GOLFPOINT DR	GLEN EAGLE DR	343	2027	Mill & Overlay	68	100
136:1614	EAGLE NEST CIR	IRONWOOD CT	FOREST VIEW CT	322	2027	Mill & Overlay	48	100
136:1634	EAGLE NEST CIR	OVERLOOK WAY	WINGSPAN WAY	658	2027	Mill & Overlay	62	100
028:100	EDGEMON AVE	N 1ST ST	N 2ND ST	810	2027	Mill & Overlay	80	100
028:200	EDGEMON AVE	N 2ND ST	N 3RD ST	279	2027	Mill & Overlay	67	100
028:251	EDGEMON AVE	N 3RD ST	N 3RD ST	125	2027	Mill & Overlay	55	100
028:301	EDGEMON AVE	N 3RD ST	SHEPARD RD	991	2027	Mill & Overlay	67	100
028:450	EDGEMON AVE	SHEPARD RD	SR 419	545	2027	Mill & Overlay	42	100
028:2	EDGEMON AVE	W SR 434	N EDGEMON AVE	913	2027	Mill & Overlay	70	100
048:20	FAIRFAX AVE	LORI ANNE LN	N 1ST ST	348	2027	Mill & Overlay	69	100
048:100	FAIRFAX AVE	N 1ST ST	N 3RD ST	964	2027	Mill & Overlay	68	100
048:4	FAIRFAX AVE	W SR 434	LORI ANNE LN	350	2027	Mill & Overlay	77	100
254:700	FOREST VIEW CT	START OF ROAD	EAGLE NEST CIR	258	2027	Mill & Overlay	47	100
360:700	GOLFPOINT DR	EAGLE NEST CIR	NATURE CT	526	2027	Mill & Overlay	73	100
360:712	GOLFPOINT DR	NATURE CT	N GREENLEAF CT	362	2027	Mill & Overlay	71	100
506:740	KENTSTOWN CT	START OF ROAD	CARRINGTON AVE	252	2027	Mill & Overlay	50.5	100
099:1511	NATURE CT	GOLFPOINT DR	END OF ROAD	690	2027	Mill & Overlay	74	100
317:700	OVERLOOK WAY	GOLFPOINT DR	WINGSPAN WAY	317	2027	Mill & Overlay	70	100
317:706	OVERLOOK WAY	WINGSPAN WAY	EAGLE NEST CIR	254	2027	Mill & Overlay	70	100
432:1700	STOCKPORT ST	CARRINGTON CT	WARRINGTON ST	500	2027	Mill & Overlay	55	100
220:1700	TIVERTON ST	CARRINGTON AVE	WARRINGTON ST	492	2027	Mill & Overlay	76	100
081:1551	WARRINGTON ST	DAVENPORT CT	STOCKPORT ST	319	2027	Mill & Overlay	54	100
081:1558	WARRINGTON ST	STOCKPORT ST	TIVERTON ST	288	2027	Mill & Overlay	40	100
081:1576	WARRINGTON ST	WARRINGTON ST	LITTLETON CT	1,037	2027	Mill & Overlay	75	100
469:1660	WINGSPAN WAY	EAGLE NEST CIR	OVERLOOK WAY	1,523	2027	Mill & Overlay	60	100
654:1600	WOODCHUCK CT	NORTHERN WAY	END OF ROAD	637	2027	Mill & Overlay	66.5	100
200:106	ALDERWOOD ST	BITTERWOOD ST	S FLAMINGO AVE	258	2027	Rejuvenator	80	86
200:130	ALDERWOOD ST	CORTEZ CT	S EDGEMON AVE	294	2027	Rejuvenator	78	84
200:400	ALDERWOOD ST	MURPHY RD	BUTTONWOOD AVE	176	2027	Rejuvenator	98	100
200:210	ALDERWOOD ST	S CORTEZ AVE	BUTTONWOOD AVE	483	2027	Rejuvenator	97	100
200:200	ALDERWOOD ST	S EDGEMON AVE	S CORTEZ AVE	361	2027	Rejuvenator	98	100
200:111	ALDERWOOD ST	S FLAMINGO AVE	CORTEZ CT	663	2027	Rejuvenator	79	85
200:100	ALDERWOOD ST	S MOSS RD	BITTERWOOD ST	272	2027	Rejuvenator	81	87
663:200	ALMADEN CT	DOLPHIN RD	END OF ROAD	1,122	2027	Rejuvenator	78	84
025:609	ALTON RD	CORAL WAY	SHORE RD	1,458	2027	Rejuvenator	77	83
025:599	ALTON RD	HAYES RD	CORAL WAY	537	2027	Rejuvenator	82	88
025:700	ALTON RD	SHORE RD	LIDO RD	298	2027	Rejuvenator	83	89
104:900	ARABIAN AVE	DYSON DR	STALLION CT	1,003	2027	Rejuvenator	85	91
104:923	ARABIAN AVE	MORGAN ST	PONY CT	517	2027	Rejuvenator	84	90
104:930	ARABIAN AVE	PONY CT	NORTHERN WAY	595	2027	Rejuvenator	84	90
104:913	ARABIAN AVE	STALLION CT	MORGAN ST	791	2027	Rejuvenator	85	91
436:1	BANYAN CT	BITTERWOOD ST	END OF ROAD	161	2027	Rejuvenator	79	85
589:1	BAYBERRY CT	N ALDERWOOD ST	END OF ROAD	251	2027	Rejuvenator	81	87
154:300	BIRCH TER	BITTERWOOD ST	MURPHY RD	515	2027	Rejuvenator	78	84
154:200	BIRCH TER	START OF ROAD	BITTERWOOD ST	419	2027	Rejuvenator	62	68
036:216	BITTERWOOD ST	BANYAN CT	S EDGEMON AVE	482	2027	Rejuvenator	80	86
036:200	BITTERWOOD ST	BIRCH TER	BANYAN CT	420	2027	Rejuvenator	83	89
036:100	BITTERWOOD ST	N ALDERWOOD ST	BIRCH TER	266	2027	Rejuvenator	77	83
036:232	BITTERWOOD ST	S EDGEMON AVE	BUTTONWOOD AVE	273	2027	Rejuvenator	83	89
233:1400	BLUMBERG BLVD	BIG CYPRESS RD	TUSKAWILLA RD	457	2027	Rejuvenator	98	100
308:400	BOXWOOD CIR	MURPHY RD	MURPHY RD	565	2027	Rejuvenator	83	89
308:420	BOXWOOD CIR	MURPHY RD	MURPHY RD	589	2027	Rejuvenator	83	89
041:2	BRAVE HUNTER LN	BRIGHT STAR WAY	SILVER MOON LN	146	2027	Rejuvenator	77.5	82
041:1	BRAVE HUNTER LN	SWIFT CREEK WAY	BRIGHT STAR WAY	161	2027	Rejuvenator	76.5	81
467:1	BRAVE WOLF PT	START OF ROAD	STRONG TREE WAY	77	2027	Rejuvenator	78.5	83
467:225	BRAVE WOLF PT	STRONG TREE WAY	WOODED VINE DR	263	2027	Rejuvenator	78.5	83
546:333	BRIGHT STAR WAY	SWIFT CREEK WAY	BRAVE HUNTER LN	693	2027	Rejuvenator	77.5	82
322:555	BROOKSIDE DR	OAK CT	WALDEN WAY	348	2027	Rejuvenator	98	100
322:546	BROOKSIDE DR	WILLOW WAY	OAK CT	362	2027	Rejuvenator	98	100
499:100	BURGOS RD	S FLAMINGO AVE	S EDGEMON AVE	1,029	2027	Rejuvenator	91	97
495:720	CALICO CT	START OF ROAD	SHETLAND AVE	259	2027	Rejuvenator	76	82
508:100	CAMPHORWOOD CT	START OF ROAD	S ALDERWOOD ST	193	2027	Rejuvenator	77	83
481:101	CAMPHORWOOD ST	ALDERWOOD CT	ELKWOOD CT	305	2027	Rejuvenator	79	85
481:115	CAMPHORWOOD ST	ELKWOOD CT	END OF ROAD	412	2027	Rejuvenator	80	86
462:1	CITY CTR	BEAR SPRINGS DR	END OF ROAD	289	2027	Rejuvenator	70.5	75
210:1	CLEVER FOX LN	DANCING WATER DR	RUSHING RAPIDS WAY	286	2027	Rejuvenator	79.5	84
362:1061	CLIFTON SPRINGS LN	CEDAR BAY LN	GEE HAMMOCK LN	372	2027	Rejuvenator	79.5	84
362:1	CLIFTON SPRINGS LN	GEE HAMMOCK LN	JESUP SPRINGS LN	184	2027	Rejuvenator	79.5	84
362:2	CLIFTON SPRINGS LN	ORANGE AVE	CLIFTON SPRINGS LN	185	2027	Rejuvenator	79.5	84

333:100	CORTEZ AVE	LOMBARDY RD	N ALDERWOOD ST	678	2027	Rejuvenator	88	94
333:1	CORTEZ AVE	W SR 434	LOMBARDY RD	1,247	2027	Rejuvenator	72	78
361:1	CORTEZ CT	N ALDERWOOD ST	END OF ROAD	171	2027	Rejuvenator	71	77
560:1	DANCING FIRE LOOP	HAPPY BIRD LN	HAPPY BIRD LN	310	2027	Rejuvenator	76.5	81
334:576	DANCING WATER DR	CLEVER FOX LN	RUSHING RAPIDS WAY	891	2027	Rejuvenator	76.5	81
334:517	DANCING WATER DR	RUSHING RAPIDS WAY	CLEVER FOX LN	856	2027	Rejuvenator	78.5	83
334:641	DANCING WATER DR	RUSHING RAPIDS WAY	SWIFT CREEK WAY	726	2027	Rejuvenator	79.5	84
334:492	DANCING WATER DR	TRAILHEAD PT	RUSHING RAPIDS WAY	405	2027	Rejuvenator	78.5	83
222:4	DEVON AVE	W SR 434	LOMBARDY RD	1,241	2027	Rejuvenator	77	83
146:986	DYSON DR	ARABIAN AVE	HOWELL CREEK DR	672	2027	Rejuvenator	84	90
146:900	DYSON DR	MORGAN ST	ARABIAN AVE	2,054	2027	Rejuvenator	80	86
146:852	DYSON DR	N PINTO CT	MORGAN ST	810	2027	Rejuvenator	83	89
146:800	DYSON DR	SHETLAND AVE	N PINTO CT	1,309	2027	Rejuvenator	79	85
431:2	EAGLE EDGE LN	E SR 434	SEA HAWK CV	243	2027	Rejuvenator	78.5	83
431:110	EAGLE EDGE LN	SEA HAWK CV	TREE SWALLOW DR	358	2027	Rejuvenator	79.5	84
431:1	EAGLE EDGE LN	TREE SWALLOW DR	MICHAEL BLAKE BLVD	572	2027	Rejuvenator	78.5	83
096:2	EAGLE WIND TER	E SR 434	GRACEFUL DOE LOOP	354	2027	Rejuvenator	78.5	83
096:3	EAGLE WIND TER	GRACEFUL DOE LOOP	WILLOWSCOVE CT	342	2027	Rejuvenator	78.5	83
096:780	EAGLE WIND TER	RUSHING RAPIDS WAY	SINGING TREE LN	553	2027	Rejuvenator	79.5	84
096:1	EAGLE WIND TER	SINGING TREE LN	TRAILHEAD PT	290	2027	Rejuvenator	79.5	84
096:816	EAGLE WIND TER	SINGING TREE LN	SINGING TREE LN	771	2027	Rejuvenator	78.5	83
096:768	EAGLE WIND TER	WILLOWSCOVE CT	RUSHING RAPIDS WAY	729	2027	Rejuvenator	79.5	84
028:116	EDGEMON AVE	BURGOS RD	N ALDERWOOD ST	470	2027	Rejuvenator	98	100
028:101	EDGEMON AVE	LOMBARDY RD	BURGOS RD	292	2027	Rejuvenator	98	100
028:1	EDGEMON AVE	W SR 434	LOMBARDY RD	1,233	2027	Rejuvenator	82	88
128:106	FLAMINGO AVE	BURGOS RD	N ALDERWOOD ST	512	2027	Rejuvenator	75	81
128:100	FLAMINGO AVE	LOMBARDY RD	BURGOS RD	290	2027	Rejuvenator	73	79
142:4	GENTLE BREEZE LN	GOLDEN LIGHTNING LN	WOODED VINE DR	152	2027	Rejuvenator	77.5	82
142:3	GENTLE BREEZE LN	GOLDEN SUN LN	WISE OWL WAY	150	2027	Rejuvenator	79.5	84
142:1	GENTLE BREEZE LN	SILVER MOON LN	GOLDEN SUN LN	597	2027	Rejuvenator	79.5	84
142:2	GENTLE BREEZE LN	WISE OWL WAY	GOLDEN LIGHTNING LN	148	2027	Rejuvenator	79.5	84
144:250	GOLDEN LIGHTNING LN	SILVER MOON LN	GENTLE BREEZE LN	413	2027	Rejuvenator	76.5	81
265:289	GOLDEN SUN LN	SILVER MOON LN	GENTLE BREEZE LN	461	2027	Rejuvenator	78.5	83
534:127	GRACEFUL DOE LOOP	EAGLE WIND TER	EAGLE WIND TER	1,309	2027	Rejuvenator	78.5	83
520:1	HAPPY BIRD LN	DANCING FIRE LOOP	DANCING FIRE LOOP	401	2027	Rejuvenator	67.5	72
520:2	HAPPY BIRD LN	DANCING FIRE LOOP	WOODED VINE DR	277	2027	Rejuvenator	77.5	82
520:3	HAPPY BIRD LN	WOODED VINE DR	DANCING FIRE LOOP	156	2027	Rejuvenator	73.5	78
170:300	INGLENOOK CIR	DOLPHIN RD	MASSON CT	175	2027	Rejuvenator	59	65
170:310	INGLENOOK CIR	INGLENOOK CIR	INGLENOOK CIR	868	2027	Rejuvenator	78	84
170:330	INGLENOOK CIR	INGLENOOK CIR	INGLENOOK CIR	425	2027	Rejuvenator	68	74
170:350	INGLENOOK CIR	INGLENOOK CIR	INGLENOOK CIR	246	2027	Rejuvenator	70	76
170:302	INGLENOOK CIR	MASSON CT	INGLENOOK CIR	298	2027	Rejuvenator	82	88
189:1	LITTLE BEAR WAY	WOODED VINE DR	STRONG TREE WAY	191	2027	Rejuvenator	79.5	84
229:40	LOMBARDY RD	S CORTEZ AVE	S EDGEMON AVE	293	2027	Rejuvenator	78	84
229:91	LOMBARDY RD	S DEVON AVE	S FAIRFAX AVE	311	2027	Rejuvenator	92	98
229:80	LOMBARDY RD	S EDGEMON AVE	S DEVON AVE	287	2027	Rejuvenator	93	99
229:111	LOMBARDY RD	S FAIRFAX AVE	S FLAMINGO AVE	442	2027	Rejuvenator	93	99
229:151	LOMBARDY RD	S FLAMINGO AVE	S MOSS RD	277	2027	Rejuvenator	92	98
229:1	LOMBARDY RD	WALDEN CT	S CORTEZ AVE	262	2027	Rejuvenator	82	88
229:510	LOMBARDY RD	WALDEN CT	WILLOW WAY	714	2027	Rejuvenator	92	98
417:764	MAPLE LEAF LOOP	OAKSTEAD DR	SEVEN OAKS BLVD	1,148	2027	Rejuvenator	76.5	81
417:700	MAPLE LEAF LOOP	SEVEN OAKS BLVD	OAKSTEAD DR	920	2027	Rejuvenator	75.5	80
478:360	MASSON CT	INGLENOOK CIR	END OF ROAD	200	2027	Rejuvenator	86	92
113:8	MICHAEL BLAKE BLVD	CRAYS RISE AVE	TUSKAWILLA RD	295	2027	Rejuvenator	72.5	77
113:4	MICHAEL BLAKE BLVD	E SR 434	SEA HAWK CV	310	2027	Rejuvenator	77.5	82
113:2	MICHAEL BLAKE BLVD	EAGLE EDGE LN	FERN HAMMOCK ST	789	2027	Rejuvenator	74.5	79
113:6	MICHAEL BLAKE BLVD	FERN HAMMOCK ST	GINNIE WAY	446	2027	Rejuvenator	78.5	83
113:5	MICHAEL BLAKE BLVD	SEA HAWK CV	TREE SWALLOW DR	360	2027	Rejuvenator	78.5	83
113:10	MICHAEL BLAKE BLVD	START OF ROAD	WOODED VINE DR	344	2027	Rejuvenator	76.5	81
113:7	MICHAEL BLAKE BLVD	TREE SWALLOW DR	EAGLE EDGE LN	443	2027	Rejuvenator	79.5	84
113:3	MICHAEL BLAKE BLVD	WAKULLA LN	CRAYS RISE AVE	423	2027	Rejuvenator	73.5	78
113:1	MICHAEL BLAKE BLVD	WOODED VINE DR	TUSKAWILLA RD	528	2027	Rejuvenator	79.5	84
112:610	MORGAN ST	DYSON DR	ARABIAN AVE	1,861	2027	Rejuvenator	91	97
112:604	MORGAN ST	START OF ROAD	DYSON DR	711	2027	Rejuvenator	89	95
013:81	MOSS RD	GARDEN DR	LOMBARDY RD	289	2027	Rejuvenator	93	99
013:50	MOSS RD	KRISTI ANN CT	W LA VISTA DR	122	2027	Rejuvenator	92	98
013:100	MOSS RD	LOMBARDY RD	MOSSWOOD CIR	708	2027	Rejuvenator	91	97
013:118	MOSS RD	MOSSWOOD CIR	MOSSWOOD CIR	299	2027	Rejuvenator	93	99
013:200	MOSS RD	MOSSWOOD CIR	MURPHY RD	628	2027	Rejuvenator	92	98
013:70	MOSS RD	W LA VISTA DR	GARDEN DR	219	2027	Rejuvenator	93	99
013:2	MOSS RD	W SR 434	KRISTI ANN CT	586	2027	Rejuvenator	93	99
133:100	MURPHY RD	BOXWOOD CIR	BOXWOOD CIR	292	2027	Rejuvenator	97	100
133:106	MURPHY RD	BOXWOOD CIR	S EDGEMON AVE	397	2027	Rejuvenator	97	100
133:210	MURPHY RD	CYPRESS CT	SWEETGUM CT	412	2027	Rejuvenator	98	100
133:200	MURPHY RD	S EDGEMON AVE	CYPRESS CT	339	2027	Rejuvenator	98	100
133:1	MURPHY RD	S MOSS RD	BOXWOOD CIR	283	2027	Rejuvenator	98	100

407:716	MUSTANG CT	START OF ROAD	SHETLAND AVE	700	2027	Rejuvenator	91	97
059:1	NATURES WAY	TUSKAWILLA RD	END OF ROAD	661	2027	Rejuvenator	68.5	73
060:1120	NURSERY RD	GEORGE ST	PHILLIP ST	437	2027	Rejuvenator	93	99
060:1062	NURSERY RD	RIDGE ST	TALMO ST	449	2027	Rejuvenator	93	99
060:1100	NURSERY RD	TALMO ST	GEORGE ST	186	2027	Rejuvenator	93	99
281:1	OAKSTEAD DR	SEVEN OAKS BLVD	MAPLE LEAF LOOP	266	2027	Rejuvenator	76.5	81
061:600	PEARL RD	HAYES RD	SHORE RD	2,010	2027	Rejuvenator	80	86
387:610	PINTO CT	DYSON DR	END OF ROAD	562	2027	Rejuvenator	85	91
387:600	PINTO CT	START OF ROAD	DYSON DR	806	2027	Rejuvenator	85	91
043:615	PONY CT	START OF ROAD	ARABIAN AVE	666	2027	Rejuvenator	74.5	79
007:729	RUSHING RAPIDS WAY	CLEVER FOX LN	DANCING WATER DR	575	2027	Rejuvenator	79.5	84
007:1	RUSHING RAPIDS WAY	DANCING WATER DR	WOODED VINE DR	299	2027	Rejuvenator	78.5	83
007:2	RUSHING RAPIDS WAY	DANCING WATER DR	EAGLE WIND TER	296	2027	Rejuvenator	79.5	84
007:705	RUSHING RAPIDS WAY	WOODED VINE DR	CLEVER FOX LN	322	2027	Rejuvenator	79.5	84
279:1	SEA HAWK CV	EAGLE EDGE LN	MICHAEL BLAKE BLVD	467	2027	Rejuvenator	78.5	83
279:2	SEA HAWK CV	END OF ROAD	EAGLE EDGE LN	377	2027	Rejuvenator	79.5	84
110:532	SEVEN OAKS BLVD	MAPLE LEAF LOOP	OAKSTEAD DR	774	2027	Rejuvenator	77.5	82
110:668	SEVEN OAKS BLVD	MAPLE LEAF LOOP	FLORIDA AVE	476	2027	Rejuvenator	78.5	83
110:596	SEVEN OAKS BLVD	OAKSTEAD DR	MAPLE LEAF LOOP	867	2027	Rejuvenator	79.5	84
110:500	SEVEN OAKS BLVD	SHEPARD RD	MAPLE LEAF LOOP	705	2027	Rejuvenator	77.5	82
015:11	SHEPARD RD	N US HWY 17-92	SEVEN OAKS BLVD	688	2027	Rejuvenator	83	89
015:12	SHEPARD RD	N US HWY 17-92	WILDWOOD DR	128	2027	Rejuvenator	83	89
015:23	SHEPARD RD	N US HWY 17-92	WILDWOOD DR	129	2027	Rejuvenator	82	88
015:3	SHEPARD RD	N US HWY 17-92	SEVEN OAKS BLVD	694	2027	Rejuvenator	89	95
015:1	SHEPARD RD	SEVEN OAKS BLVD	WILDWOOD DR	777	2027	Rejuvenator	76	82
015:17	SHEPARD RD	SEVEN OAKS BLVD	WILDWOOD DR	777	2027	Rejuvenator	81	87
321:995	SHETLAND AVE	CALICO CT	DYSON DR	414	2027	Rejuvenator	91	97
321:984	SHETLAND AVE	CITRUS RD	MUSTANG CT	759	2027	Rejuvenator	85	91
321:999	SHETLAND AVE	DYSON DR	NORTHERN WAY	793	2027	Rejuvenator	90	96
321:990	SHETLAND AVE	MUSTANG CT	CALICO CT	558	2027	Rejuvenator	90	96
051:3	SILVER MOON LN	GENTLE BREEZE LN	GOLDEN SUN LN	157	2027	Rejuvenator	79.5	84
051:6	SILVER MOON LN	GOLDEN LIGHTNING LN	WOODED VINE DR	180	2027	Rejuvenator	76.5	81
051:7	SILVER MOON LN	GOLDEN SUN LN	WISE OWL WAY	154	2027	Rejuvenator	79.5	84
051:1	SILVER MOON LN	SWIFT CREEK WAY	GENTLE BREEZE LN	142	2027	Rejuvenator	79.5	84
051:4	SILVER MOON LN	TUSKAWILLA RD	SWIFT CREEK WAY	252	2027	Rejuvenator	76.5	81
051:2	SILVER MOON LN	WISE OWL WAY	GOLDEN LIGHTNING LN	157	2027	Rejuvenator	79.5	84
643:947	SINGING TREE LN	EAGLE WIND TER	EAGLE WIND TER	417	2027	Rejuvenator	79.5	84
093:620	STALLION CT	START OF ROAD	ARABIAN AVE	366	2027	Rejuvenator	84	90
278:100	STONE GABLE CIR	E SR 434	STONE GABLE CIR	399	2027	Rejuvenator	80	86
278:102	STONE GABLE CIR	STONE GABLE CIR	STONE GABLE CIR	459	2027	Rejuvenator	82	88
278:120	STONE GABLE CIR	STONE GABLE CIR	TENNIS CT	458	2027	Rejuvenator	77	83
278:140	STONE GABLE CIR	TENNIS CT	STONE GABLE CIR	419	2027	Rejuvenator	82	88
625:1	STRONG TREE WAY	LITTLE BEAR WAY	BRAVE WOLF PT	613	2027	Rejuvenator	76.5	81
197:3	SWIFT CREEK WAY	BRAVE HUNTER LN	DANCING WATER DR	148	2027	Rejuvenator	79.5	84
197:2	SWIFT CREEK WAY	BRIGHT STAR WAY	SILVER MOON LN	137	2027	Rejuvenator	79.5	84
197:4	SWIFT CREEK WAY	DANCING WATER DR	BRIGHT STAR WAY	818	2027	Rejuvenator	79.5	84
197:1	SWIFT CREEK WAY	WOODED VINE DR	BRAVE HUNTER LN	161	2027	Rejuvenator	79.5	84
198:140	TENNIS CT	STONE GABLE CIR	END OF ROAD	290	2027	Rejuvenator	83	89
330:1	TRAILHEAD PT	DANCING WATER DR	TO END OF STREET	504	2027	Rejuvenator	79.5	84
330:2	TRAILHEAD PT	EAGLE WIND TER	DANCING WATER DR	285	2027	Rejuvenator	78.5	83
513:565	WALDEN WAY	BROOKSIDE DR	LOMBARDY RD	409	2027	Rejuvenator	98	100
049:4	WILDWOOD DR	TANGLEWOOD RD	SHEPARD RD	210	2027	Rejuvenator	85	91
215:533	WILLOW WAY	LOMBARDY RD	BROOKSIDE DR	383	2027	Rejuvenator	98	100
617:101	WILLOWSCOVE CT	START OF ROAD	EAGLE WIND TR	171	2027	Rejuvenator	77.5	82
650:1	WISE OWL WAY	SILVER MOON LN	GENTLE BREEZE LN	454	2027	Rejuvenator	78.5	83
235:6	WOODED VINE DR	BRAVE WOLF PT	HAPPY BIRD LN	251	2027	Rejuvenator	78.5	83
235:1	WOODED VINE DR	GENTLE BREEZE LN	BRAVE WOLF PT	149	2027	Rejuvenator	79.5	84
235:4	WOODED VINE DR	HAPPY BIRD LN	LITTLE BEAR WAY	390	2027	Rejuvenator	79.5	84
235:5	WOODED VINE DR	HAPPY BIRD LN	MICHAEL BLAKE BLVD	149	2027	Rejuvenator	79.5	84
235:7	WOODED VINE DR	LITTLE BEAR WAY	HAPPY BIRD LN	168	2027	Rejuvenator	79.5	84
235:429	WOODED VINE DR	RUSHING RAPIDS WAY	SWIFT CREEK WAY	989	2027	Rejuvenator	78.5	83
235:3	WOODED VINE DR	SILVER MOON LN	GENTLE BREEZE LN	347	2027	Rejuvenator	77.5	82
235:2	WOODED VINE DR	SWIFT CREEK WAY	SILVER MOON LN	232	2027	Rejuvenator	78.5	83

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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Clerk of the Circuit Court and Comptroller
Seminole County, Florida
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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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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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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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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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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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SUPPLEMENTAL SPECIFICATIONS

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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

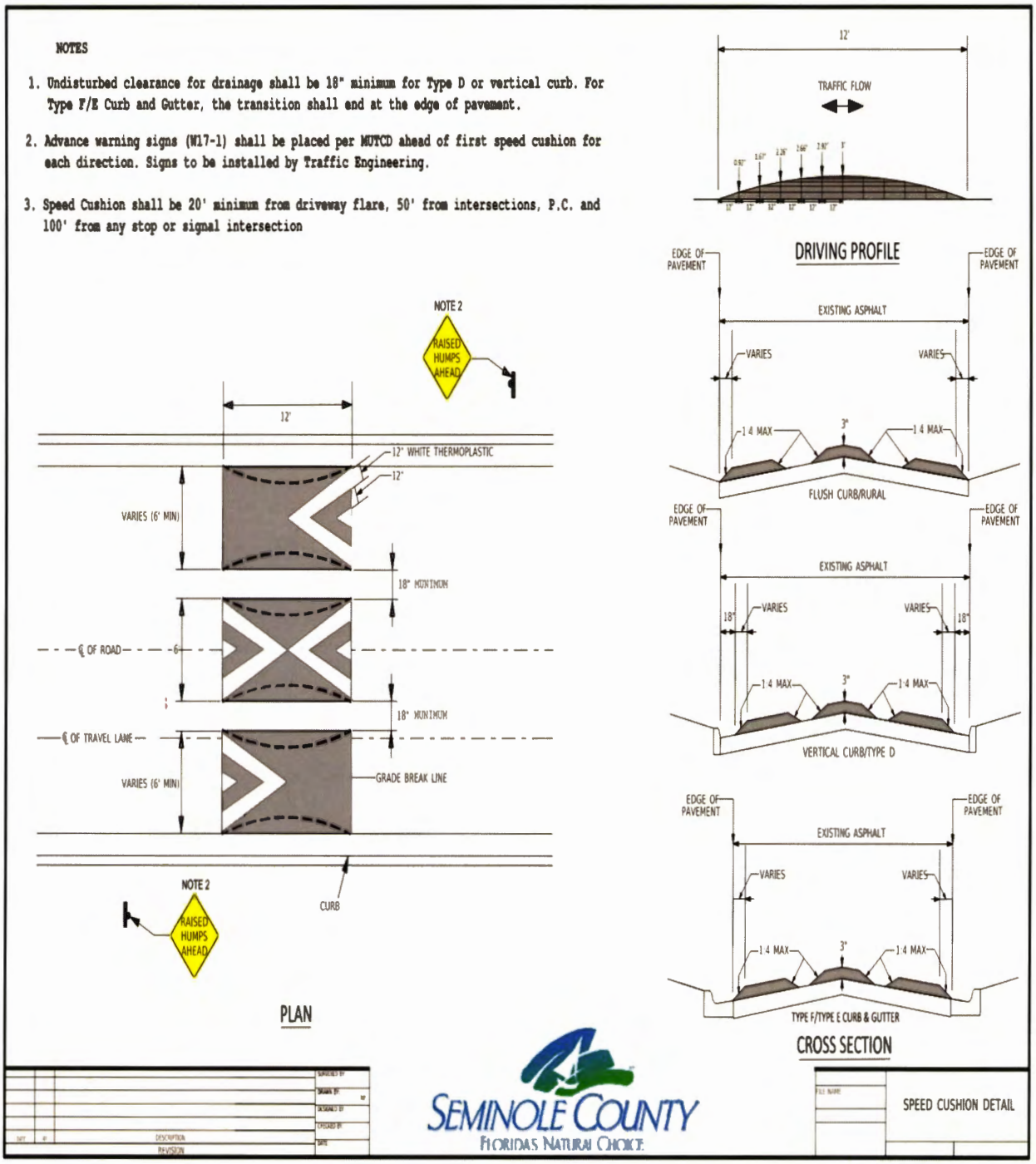
526 Asphalt Speed Cushion

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

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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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**

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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**

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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
FLORIDA'S NATURAL CHOICE

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

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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**

Middlesex Paving, LLC.

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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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

Middlesex Paving, LLC.

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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]

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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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

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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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.

MIDDLESEX PAVING, LLC LIMITED LIABILITY COMPANY 2012 FLORIDA

Printed Name: Michael Iapaluccio

Title: Vice President, Paving

Signature:

Date: March 10, 2025

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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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

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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Middlesex Paving LLC
Pricing for Winter Springs FY 2027 Resurfacing

	Road Name	Road Length	Avg. Road Width	SY	Tons	Milling Cost -SY	Paving Cost - Ton	Total
		(Ft.)	(Ft.)		#165	$9.00	$160.00	
1	N.Edgemon - Devon Ave	1,045	22	2554	211	$22,986.00	$33,760.00	$56,746.00
2	N.Edgemon - Edgemon Ave	3,395	24	9053	747	$81,477.00	$119,520.00	$200,997.00
3	N.Edgemon - Fairfax Ave	1,620	22	3960	327	$35,640.00	$52,320.00	$87,960.00
4	Davenport Glen - Cougar Ct	520	20	1156	95	$10,404.00	$15,200.00	$25,604.00
5	Davenport Glen - Davenport Way	188	30	627	52	$5,643.00	$8,320.00	$13,963.00
6	Davenport Glen - Kentstown Ct	395	20	878	72	$7,902.00	$11,520.00	$19,422.00
7	Davenport Glen - Stockport St	484	20	1076	89	$9,684.00	$14,240.00	$23,924.00
8	Davenport Glen - Tiverton St	479	20	1064	88	$9,576.00	$14,080.00	$23,656.00
9	Davenport Glen - Warrington St	1,645	20	3656	302	$32,904.00	$48,320.00	$81,224.00
10	Davenport Glen - Woodchuck Ct	785	20	1744	144	$15,696.00	$23,040.00	$38,736.00
11	Glen Eagle - Eagle Nest Cir	2,545	20	5656	467	$50,904.00	$74,720.00	$125,624.00
12	Glen Eagle - Forest View Ct	428	20	951	78	$8,559.00	$12,480.00	$21,039.00
13	Glen Eagle - Golfpoint Dr	880	20	1956	161	$17,604.00	$25,760.00	$43,364.00
14	Glen Eagle - Nature Ct	851	20	1891	156	$17,019.00	$24,960.00	$41,979.00
15	Glen Eagle - Overlook Way	555	20	1233	102	$11,097.00	$16,320.00	$27,417.00
16	Glen Eagle - Wingspan Way	1,520	20	3378	279	$30,402.00	$44,640.00	$75,042.00
				0	0	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00
	Totals			**40833**	**3370**	**$367,497.00**	**$539,200.00**	$906,697.00
	MOT (Not to excess $2000 per day)	12	Days	$2,000	per day			$24,000.00
	Mobilization (5% of Total Paving Cost)							$46,534.85
	Grand Total							**$977,231.85**

Additional Cost:

CONSENT AGENDA ITEM 301

CITY COMMISSION AGENDA | OCTOBER 26, 2026 REGULAR MEETING

TITLE

Police Department Vehicle Purchase

SUMMARY

The police department is requesting permission to purchase a replacement vehicle for its heavy-trailer transport vehicle. The purchase of a Ford F-250 Super Duty is necessary to provide the Police Department with a properly equipped vehicle capable of safely towing our heavier trailers and specialized equipment. The increased towing and payload capacity will improve operational efficiency while reducing the strain and wear on existing fleet vehicles. This vehicle would be purchased from Alan Jay Fleet Sales under the Sourcewell contract at a discounted rate.

In addition to its routine towing responsibilities, the F-250 would serve as an emergency response vehicle during hurricanes, flooding, and other natural disasters. Its heavy-duty capabilities would allow personnel to transport equipment, supplies, generators, and other resources when normal vehicles may be limited by road or weather conditions. This investment would serve a dual purpose by addressing an existing operational need while strengthening the City's overall emergency preparedness and response capabilities.

This vehicle would replace two current vehicles: One is an out-of-service 2007 Chevrolet 3500 that requires a new engine and dashboard. The second is a 2005 Chevrolet 2500 that requires a new AC system, Dashboard, paint, and lacks towing capacity for our trailers.

FUNDING SOURCE

The funding source for the purchase was approved during the FY27 budget commission meetings as a capital item under 21-2100-560641.

RECOMMENDATION

Staff recommends the City Commission approve the purchase of one (1) 2027 F250 Super Duty Crew Cab Pick-Up 4WD using Alan Jay Fleet Sales under Sourcewell Contract # 2027 081325-NAF & 032824-NAF for a total purchase price of $67,050.00.

Contract Number:	2027 081325-NAF & 032824-NAF
Quote ID:	75552
Agency:	WINTER SPRINGS POLICE DEPARTMENT
Date:	10/2/2026

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (1) 2027 FORD F-250 SUPER CREW CAB PICKUP 4WD 160" WB XL 6.5' BED, please review carefully and contact us with any errors or changes.

MSRP:	$73,820.00
Base Price:	$48,685.00
Factory Options:	$17,975.00
Aftermarket Options:	$390.00
Purchase Total:	$67,050.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: SCOTT WILSON / 863-991-4693 / Scott.Wilson@AlanJay.com

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote **75552-1**

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234		WWW.ALANJAY.COM	
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693 FAX 863-402-4221		Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
10/2/2026

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/2/2026

REQUESTING AGENCY **WINTER SPRINGS POLICE DEPARTMENT**
CONTACT PERSON **MATT TRACHT** EMAIL mtracht@winterspringsfl.org
PHONE **407-327-7997** MOBILE FAX

SOURCEWELL CONTRACT # 2027 081325-NAF & 032824-NAF

www.NationalAutoFleetGroup.com

MODEL W2B 600A — **MSRP** $73,820.00

2027 FORD F-250 SUPER CREW CAB PICKUP 4WD 160" WB XL 6.5' BED

CUSTOMER ID

CONTRACT PRICE **$48,685.00**

BED LENGTH	6.5' Bed

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
JS	Iconic Silver Metallic	$0.00
1S	Medium Dark Slate, Cloth 40/20/40 Split Bench Seat	$310.00
99M	Engine: 6.7L HO Power Stroke V8 Turbo Diesel B20	$12,490.00
44G	Transmission: TorqShift 10-Speed Automatic	$0.00
X3H	Electronic-Locking w/3.31 Axle Ratio	$0.00
17Z	XL Off-Road 33" Tire Package	$990.00
18B	Platform Running Boards	$440.00
435	Power-Sliding Rear-Window w/Defrost	$500.00
52B	Trailer Brake Controller	$295.00
600A	Order Code 600A	$0.00
64A	Wheels: 17" Argent Painted Steel	$0.00
68U	F-250 >10K GVWR Package	$95.00
76S	Remote Start System	$245.00
85S	Tough Bed Spray-In Bedliner	$645.00
86M	Dual AGM 68 AH Battery	$0.00
874	360-Degree Camera Package	$1,145.00
924	Privacy Glass	$95.00
96D	XL Driver Assist Package	$725.00
TEX	Tires: LT285/70R17 A/T	$0.00
153	OPTIONS Front License Plate Bracket	$0.00
	FACTORY OPTIONS	**$17,975.00**

CONTRACT OPTIONS	DESCRIPTION	
3K SMART	3rd key and remote for vehicles with proximity access.	$390.00
EWD	EXTENDED WARRANTY DECLINED	$0.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
	CONTRACT OPTIONS	**$390.00**

SOURCEWELL CONTRACT # 2027 081325-NAF & 032824-NAF **www.NationalAutoFleetGroup.com**

TRADE IN **TOTAL COST** **$67,050.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$67,050.00**

Estimated Annual payments for 60 months paid in advance: $15,416.18
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **SCOTT WILSON** **FLEET SALES MANAGER** Scott.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET
SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2027 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box (Complete)

Window Sticker

SUMMARY

[Fleet] 2027 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box — MSRP:$52,990.00

Interior:Medium Dark Slate, Cloth 40/20/40 Split Bench Seat

Exterior 1:Iconic Silver Metallic

Exterior 2:No color has been selected.

Engine: 6.7L HO Power Stroke V8 Turbo Diesel B20

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL		MSRP
W2B	[Fleet] 2027 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box		$52,990.00
	OPTIONS		
153	Front License Plate Bracket		$0.00
17Z	XL Off-Road 33" Tire Package		$995.00
18B	Platform Running Boards		$445.00
1S	Medium Dark Slate, Cloth 40/20/40 Split Bench Seat		$315.00
435	Power-Sliding Rear-Window w/Defrost		$505.00
44G	Transmission: TorqShift 10-Speed Automatic		$0.00
52B	Trailer Brake Controller		$300.00
600A	Order Code 600A		$0.00
64A	Wheels: 17" Argent Painted Steel		$0.00
68U	F-250 >10K GVWR Package		$100.00
76S	Remote Start System		$250.00
85S	Tough Bed Spray-In Bedliner		$650.00
86M	Dual AGM 68 AH Battery	Inc.	
874	360-Degree Camera Package		$1,150.00
924	Privacy Glass		$100.00
96D	XL Driver Assist Package		$730.00
99M	Engine: 6.7L HO Power Stroke V8 Turbo Diesel B20		$12,495.00

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 29792. Data Updated: Oct 1, 2026 6:58:00 PM UTC.

ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2027 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box (Complete)

JS	Iconic Silver Metallic		$0.00
TEX	Tires: LT285/70R17 A/T	Inc.	
X3H	Electronic-Locking w/3.31 Axle Ratio		$0.00
	SUBTOTAL		**$71,025.00**
	Adjustments Total		$0.00
	Destination Charge		$2,795.00
	TOTAL PRICE		**$73,820.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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ALAN JAY FLEET
SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2027 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box (Complete)

Standard Equipment

Mechanical	
	Engine: 7.3L 2V DEVCT NA PFI V8 Gas -inc: CNG/propane gaseous engine prep package which includes hardened engine intake valves and valve seats and bi-fuel manifold (STD)
	Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)
	3.73 Axle Ratio (STD)
	GVWR: Fixed 10,000 lb Package (STD)
	50-State Emissions System
	Transmission w/Driver Selectable Mode and Oil Cooler
	Electronic Transfer Case
	Part-Time Four-Wheel Drive
	68-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
	160 Amp Alternator
	Class V Towing Equipment -inc: Hitch and Trailer Sway Control
	Trailer Wiring Harness
	3546# Maximum Payload
	HD Gas-Pressurized Shock Absorbers
	Front Anti-Roll Bar
	Firm Suspension
	Hydraulic Power-Assist Steering
	34 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Auto Locking Hubs
	Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Exterior	
	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
	Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD)
	Regular Box Style

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2027 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box (Complete)

Exterior	
	Wheels w/Hub Covers
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown
	Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
	Black Rear Step Bumper
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
	Manual Extendable Trailer Style Mirrors
	Fixed Rear Window
	Light Tinted Glass
	Variable Intermittent Wipers
	Aluminum Panels
	Black Grille
	Tailgate Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Boxside Steps
	Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cargo Lamp w/High Mount Stop Light
	Perimeter/Approach Lights
Entertainment	
	Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
	Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
	Fixed Antenna
	6 Speakers
	SYNC 4 w/8" Center Display -inc: wireless Apple CarPlay and Android Auto compatibility, embedded apps, digital owner's manual and 911 Assist
	Wireless Phone Connectivity
	2 LCD Monitors In The Front

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 29792. Data Updated: Oct 1, 2026 6:58:00 PM UTC.

ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2027 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box (Complete)

Interior	
	4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
	4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
	60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	Power Rear Windows
	Front Cupholder
	Rear Cupholder
	Compass
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Front And Rear Map Lights
	Full Vinyl/Rubber Floor Covering
	Cab Mounted Cargo Lights
	Smart Device Remote Engine Start
	Ford Security Package Tracker System
	Smart Device Integration

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Vehicle: [Fleet] 2027 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box (Complete)

Interior	
	Ford Connectivity Package (1-Year Included) -inc: unlimited Wi-Fi hotspot, Included for one-year from warranty start date, Requires activation via Ford app w/credit card authorization; customer may cancel at any time, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations, If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan
	Instrument Panel Covered Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance
	Seats w/Vinyl Back Material
	Front Center Armrest w/Storage
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Perimeter Alarm
	Securilock Anti-Theft Ignition (pats) Immobilizer
	2 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Emergency Sos Capability
	Tire Specific Low Tire Pressure Warning
	Safety Canopy System Curtain 1st And 2nd Row Airbags
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters

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Vehicle: [Fleet] 2027 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box (Complete)

Safety-Interior	
	Dual Stage Driver And Passenger Front Airbags
	Rear Child Safety Locks
	Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

National Auto Fleet Group contract #081325-NAF pricing utilizes a percentage off MSRP/List. National Auto Fleet Group offers pricing discounts ranging from -1.48% through 17% across 17 manufactures depending on the model. All vehicles can come with or without up-fitting from our national supplier of your local up fitter. Inquire within.

Pricing can be obtained using two methods:

1. Online ordering process using www.NationalAutoFleetGroup.com . Once the Sourcewell Member registers on the NAFG website, they then can build the desired vehicle to their specifications. The member then builds the vehicle and obtains an online quote for that specific vehicle.
   **Sourcewell pricing is built right into the NAFG site.*

2. The Sourcewell member can also reach out to National Auto Fleet Group directly at (1-855-289-6572) to have an associate help guide your agency with our recommendation for your appropriate vehicle to fit your need.

Jesse Cooper

National Auto Fleet Group

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MASTER AGREEMENT #081325
CATEGORY: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories
SUPPLIER: 72 Hour LLC, dba National Auto Fleet Group

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC, dba National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for

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ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 13, 2029, unless it is cancelled or extended as defined in this Agreement.

   a. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 081325 to Participating Entities. In Scope solutions include:

   a. Category 1: ALL engines, fuel, and propulsion type Automobiles, SUVs, Vans, and Light Trucks:

      i. Vehicles of the following types and classifications:
         (1) Automobiles: mini, subcompact, compact, coupe, sedan, and full size;
         (2) Sport Utility Vehicles: cross-over, light duty, and heavy duty;
         (3) Vans: passenger and cargo; and
         (4) Light Trucks: light duty, half-ton, three-quarter ton, and one ton.
      ii. Vehicles of the types and classifications in subsections 7 a. i. (1)-(4). above with upfitting designed for:
         (1) Public safety applications;
         (2) ADA and paratransit applications;
         (3) Service bodies and utility bed for light trucks; and
         (4) Equipment, lighting, technology, accessories, safety products, and upfitting services directly related to turnkey solutions for subsections 7 a. ii. (1)-(3).
      iii. A wide range of vehicles by seating or cargo configurations, drive train options, trim levels, and optional equipment offerings.
      iv. Proposers may include related equipment, accessories, supplies, parts, and services to the extent that the solutions are directly related to turnkey solutions for subsections 7 a. i. and 7 a. ii. above.

   Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

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9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or

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conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or

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contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further

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certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

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7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

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15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under

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this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

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c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms

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of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

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Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 11/12/2025 | 12:32 PM CST

72 Hour LLC, dba National Auto Fleet Group

Signed by:
FACBB5730C1E467...

By: _____

Jesse Cooper

Title: Fleet Manager

Date: 11/12/2025 | 11:01 AM CST

RFP 081325 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name:	72 HOUR LLC
Does your company conduct business under any other name? If yes, please state:	National Auto Fleet Group
Address:	490 Auto Center Drive Watsonville, CA 95076
Contact:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Phone:	951-440-0585
Fax:	831-840-8497
HST#:	263297677

Submission Details

Created On:	Friday August 01, 2025 12:01:47
Submitted On:	Sunday August 10, 2025 16:56:26
Submitted By:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Transaction #:	31d3edf8-96d1-4de1-b38c-173d68dcae06
Submitter's IP Address:	147.243.244.170

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	72 Hour LLC DBA: National Auto Fleet Group By: Jesse Cooper	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	72 Hour LLC has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group Chevrolet of Watsonville Watsonville Ford (WCAF LLC) Watsonville CDJR (WCDJR, LLC) Watsonville Fleet Group Clewiston Motor Company, inc Alan Jay Automotive Inc Alan Jay Ford Alan Jay CDJR Alan Jay Chrysler Jeep Inc Alan Jay Buick Alan Jay outlet Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Duns#: 023680653 Unique Entity ID: Y1FHD2Z1ZDY5 CAGE/NCAGE: 7ZXM2	*
5	Provide your NAICS code applicable to Solutions proposed.	441110 (New Car Dealers) 532112 (Passenger Car Leasing)	
6	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
7	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com 855-289-6572	*

10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Melvin Cooper President 490 Auto Center Drive Watsonville, CA 95076 831-722-4122	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	National Auto Fleet Group was founded in 2010 as a new division of 72 Hour LLC, born from a single dealership in Southern California with a bold vision for streamlined fleet solutions. Since then, we've expanded our reach to include a growing network of dealerships both within and beyond California, allowing us to serve public agencies and government entities with greater efficiency and scale. From day one, our company has embraced a people-first mindset by hiring from within, investing in long-term careers, and building a culture rooted in loyalty and growth. Many of our original Fleet Managers are still with us today, a reflection of our commitment to strong internal leadership and lasting relationships. As the automotive landscape has evolved, so have we by adapting to emerging technologies, sustainability trends, and industry innovations. And yet, our core values remain unchanged: integrity, service, and a deep responsibility to the members we serve. We live by our promise to deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place, at the RIGHT price. Proudly family-owned and operated, National Auto Fleet Group carries forward generations of automotive experience with a forward-looking approach. With future generations already preparing to carry the torch, we remain focused on delivering unmatched value and service for decades to come.	*
12	What are your company's expectations in the event of an award?	If awarded, this would mark our sixth Sourcewell contract, which is an achievement we're incredibly proud of. We're fully prepared to execute with the same precision, care, and commitment that has defined our previous partnerships with Sourcewell. Our expectations are simple: to continue delivering exceptional customer service, to raise the bar on satisfaction, and to deepen our value to your members. We plan to leverage this award to launch new growth strategies and expand the reach of our offerings to even more agencies across the country. As part of that growth, we're excited to introduce our Partner Program, detailed in the "Marketing Plan for NAFG 081325" attachment. This next-generation tool empowers members to choose preferred upfitters, creating a seamless quoting and service experience through National Auto Fleet Group. We believe there's immense value in building these flexible, member-driven partnerships and we're committed to providing turnkey solutions that are not just efficient, but genuinely satisfying from start to finish.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	To demonstrate National Auto Fleet Group's financial strength and stability we've uploaded current bank commitment letters under the Financial Strength section of the online application. We maintain a direct line of credit of $85,000,000, actively utilized to support our current and previous Sourcewell contracts. This line can be extended as needed to meet the evolving demands of Sourcewell members. To further reinforce our market position, we've included a summary of awarded government contracts that, collectively, represent hundreds of millions of dollars in vehicle and equipment deliveries under our existing Sourcewell agreement. In addition, we've provided letters of commitment from several of our nationally recognized upfitting partners, including The Knapheide Manufacturing Company, as well as regional leaders such as Phenix Truck Body in Southern California. These suppliers serve as trusted partners, offering localized support to help us fulfill orders efficiently and with precision. Lastly, we've attached supporting documentation to show the consistent growth we've achieved since receiving our first Sourcewell contract in 2012. We hope these materials clearly demonstrate our long-term commitment to financial integrity, operational excellence, and building trusted relationships with both our partner upfitters and the members we serve.	*
14	What is your US market share for the Solutions that you are proposing?	Across the brands and OEMs we represent, our estimated U.S. market share for the proposed Solutions falls between 60% and 75%. This strong presence reflects our deep partnerships, longstanding industry relationships, and consistent ability to deliver tailored fleet solutions nationwide.	*

15	What is your Canadian market share for the Solutions that you are proposing?	While it is difficult to precisely quantify Canadian market share for the brands and OEMs we represent, we estimate it aligns closely with our U.S. share, which is approximately 60% to 75%. This estimate reflects the consistent performance and availability of our represented brands across both markets. *
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None *
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is best described as option 'A' - a distributor/dealer/reseller and authorized dealer partner for over 17 OEM manufacturers. Our network includes major brands such as Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac, and Volkswagen. All orders are placed through franchised dealerships and titled directly to the purchasing member, ensuring compliance with all regulatory and manufacturer requirements. Supporting documentation, franchise agreements and seller's permits are authorization by the OEM's, including certifications, DMV authorizations, and factory licenses, can be found in the “Related Certification” section of this RFP submission. Please note: We do not offer used equipment under this contract. *
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer’s License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller’s permit license. All which NAFG and Dealer Partner’s hold. Please review our attachment documents in section “Related Certification” for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. Some of our Licenses are outlined here but not limited to: CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller’s Permit 101-135239 CA State Seller’s Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller’s Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller’s Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller’s Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License *
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Not applicable. National Auto Fleet Group has not been suspended or debarred at any point within the past ten years. *

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Over the past five years, National Auto Fleet Group has been honored with several industry recognitions that reflect our commitment to excellence in government sales. Most notably, we received top placement from Ford Motor Company as the leading dealership in Government Sales -a distinction we're especially proud of. Additionally, our performance with Chevrolet has earned consistent recognition from General Motors, with honors received in five out of the past six consecutive years. These awards speak to the strength of our partnerships, the dedication of our team, and our ongoing focus on delivering outstanding service to public sector clients nationwide.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Within our fleet division, approximately 90% of all sales over the past three years have been to governmental entities. This consistent focus reflects our deep experience and trusted relationships within the public sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Over the past three years, approximately 20% of our government sector sales have been to educational institutions, including K-12 districts, colleges, and universities. Education remains a key focus within our public sector partnerships.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	We currently hold the State of California contract, under which we have delivered between 200 and 500 units annually over the past three years. In addition, we have maintained multiple Sourcewell contracts—including 091521-NAF and 032824-NAF with combined quarterly sales totaling over $350 million across that same period. These cooperative purchasing agreements have been instrumental in expanding our reach and supporting consistent, large-scale fulfillment for public sector members nationwide.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's primary focus is on our Sourcewell contract, along with the State of California contract. We do not currently hold any GSA contracts or Standing Offers and Supply Arrangements (SOSA). Our annual sales volume across these agreements is estimated to exceed $150 million over the past three years.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles, CA	Joe Casaletta	323-526-9233	*
City of Santa Monica, CA	Mark Zamora	310-458-8526	*
City of San Diego, CA	Ralph Monroy	619-527-7577	*
City of Jersey City, NJ	James Lovero	201-547-4423	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	National Auto Fleet Group operates with a robust combination of direct and indirect sales force personnel. Our direct sales force includes both in-house employees and partner dealership staff, totaling over 300 full-time and part-time individuals. These professionals are strategically located across the U.S., enabling us to support members nationwide. We also leverage strong relationships with larger-class dealerships to fulfill lower-class vehicle needs creating a versatile, cross-functional sales team that serves both our dealership network and the NAFG Fleet Division. Our indirect sales force includes more than 100 personnel from our upfitter and supplier partner network, and that number continues to grow each year. This collaborative network supports quoting, fulfillment, and customer service, ensuring our members receive turnkey solutions that are seamless from start to finish. Together, our direct and indirect teams have enabled NAFG to successfully grow, scale, and serve the evolving needs of Sourcewell members. As membership expands, we are fully committed to continuing that growth by bringing on additional staff to meet rising demand and, more importantly, exceed expectations.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our network of Authorized Sellers spans both the United States, supported by a strong franchise system built through our 17 proposed OEMs. Each of these manufacturers has established extensive dealer networks across North America, with factory-authorized stores strategically located to ensure all members have access to local service, support, and warranty coverage. This built-in infrastructure enables us to deliver Solutions efficiently and reliably no matter where a member is located within the US. With certified dealerships in all 50 U.S. states, we are equipped to provide responsive delivery, servicing, and warranty fulfillment with consistency and scale. NAFG feel's the North American automotive supply chain, particularly for the OEMs we represent, is one of the strongest and most reliable in the world. Our access to this network ensures that Sourcewell members receive the highest level of support from order to delivery and beyond.	*
28	Service force.	The 17 OEMs we represent offer access to thousands of authorized service centers and warranty repair facilities across the United States. This expansive service network ensures that Sourcewell members have convenient, reliable support no matter where they are located with service centers in every state. All OEM service locations are fully equipped to handle maintenance and warranty needs for their respective brands, providing timely and expert service that supports the full lifecycle of the vehicles we deliver. While service accessibility is generally comprehensive across the continental U.S., members in Alaska and Hawaii may experience greater distances between franchise locations, which could impact travel time to the nearest authorized service center. Even in those cases, we work closely with our OEM partners to coordinate support and minimize disruption.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Members can inquire about a new vehicle order process in three convenient ways: Online by visiting www.NationalAutoFleetGroup.com and using our step-by-step quote builder, By phone at 855-289-6572 to speak directly with a fleet representative, or By email at Fleet@NationalAutoFleetGroup.com. Once an order is submitted, National Auto Fleet Group handles all coordination, including processing the order with the manufacturer and managing the vehicle's path through any requested upfitting or customization. Depending on the needs of the member, vehicles are either routed to an upfitting partner or shipped directly to the desired end-user location. Throughout the process, our team remains the primary point of contact—managing communication, timelines, and logistics between the member, the manufacturer, and any third-party service providers. This ensures a streamlined, transparent, and responsive ordering experience from start to finish.	*
30	Demonstrate your ability and experience handling large order volumes for autos through light trucks.	National Auto Fleet Group has consistently managed and delivered large-scale vehicle orders from government and education members nationwide. Ranging from 5 to 927 units in a single order from cars, vans, SUV's to light trucks, including complex multi-upfitted units. Our ability to deliver large scale orders is supported not only by a streamlined digital ordering process, strong OEM partnerships, and a coast-to-coast dealer and supplier network but also our strong commitment from our banking partner Bank of America which opened up $ 85,000,000 for our use to fulfill orders. For example, through our Sourcewell contracts, over the past 12 years we've fulfilled hundreds of millions of dollars in vehicle orders—often involving high-volume orders that include detailed upfitting, title coordination, and multi-location delivery logistics. With our track record of thousands of units processed through platforms like our www.NationalAutoFleetGroup.com quote builder, we've demonstrated time and again our readiness to support large-volume orders quickly, accurately, and	*

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service program is built on proactive support, personalized guidance, and transparency in every stage of the process. From quote to delivery, members are supported by our dedicated staff available Monday through Friday, 7 AM to 7 PM PST, as well as a live chat function on our website for real-time assistance. Members can generate quotes online through a secure dashboard, customize builds, request upfitting, and view transparent pricing including MSRP, contract discounts, and total savings all within a few clicks. After submitting an order, members receive a Courtesy Confirmation to double-check specifications, colors, quantities, upfits, and title information. We also provide members with a “Track Your Order” feature, allowing real-time status updates using their PO number, Quote ID, VIN, or Upfit Quote ID similar to tracking a UPS package. This visibility helps members feel in control and supported every step of the way. Our team also actively communicates factory cut-off dates, sends reminders, and documents these deadlines directly on quotes. Everything we do is focused on making the buying process easier, more transparent, and more member-driven.	*
32	Demonstrate in detail your ability to sell, deliver, and support vehicles sold on a master agreement throughout the contiguous United States; as well as sell, deliver, and support vehicles sold on contract in Alaska, Hawaii, US Territories, and Canada.	National Auto Fleet Group has nationwide reach and the infrastructure to serve all Sourcewell members across the contiguous U.S., Alaska, Hawaii, U.S. Territories, and Canada. Our network of 17 OEM partners includes factory-authorized dealers and service centers across all 50 states and Canadian provinces, ensuring local access to warranty work, vehicle servicing, and delivery coordination. Even in geographically challenging areas like Alaska and Hawaii, we work closely with manufacturers and logistics partners to overcome longer distances between franchise points, ensuring every member receives the same level of support. Members also benefit from real-time tracking through our website, and our Customer Service Team is available to assist with logistics, titling, and documentation whether delivery is local	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We are fully committed to serving all Sourcewell participating entities. In fact, Sourcewell members are the core of our business making up over 90% of our government sales activity over the past three years. We provide a full scale Solution designed specifically with Sourcewell members in mind. From simplified online quoting to customized upfitting and transparent pricing. Whether it’s a school district ordering a fleet of vans or a public works department in need of a specialty upfit, we treat every request with urgency, accuracy, and care. Our willingness to support members isn’t just operational, it’s cultural. Our entire team are all aligned around one mission: to make it as easy as possible for Sourcewell members to get what they need, when they need it.	*
34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NAFG are both willing and eager to extend our products and services to Sourcewell members in Canada. Expanding into the Canadian market is a natural next step for our organization, and we believe strongly in building success through partnerships with established, local Canadian dealer groups. Our proven business model, competitive pricing, and seamless digital tools provide a strong foundation for growth. Additionally, our straightforward approach to U.S. Dollar to Canadian Dollar conversion ensures transparency and simplicity for Sourcewell members across borders. We’re excited about the opportunity to support Canadian members with the same commitment to service, reliability, and value that we’ve delivered in the U.S. for over a decade.	*
35	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	National Auto Fleet Group will fully support 100% of geographic areas within the United States under the proposed agreement. We will continue to serve all Sourcewell members through our 24/7 online portal, offering around-the-clock access to quotes, order tracking, and support. While we anticipate some logistical challanges in Canada, we are committed to expanding our infrastructure and dealer partnerships to offer equally robust service and customer care to Canadian members. One important note: while we do serve nonprofit organizations, these entities may not qualify for the same discounted pricing available to government agencies. Nonprofits are subject to a separate pricing program, and each request will be reviewed on a case-by-case basis to determine eligibility and ensure fair, appropriate solutions.	*

36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only potential contract requirements or restrictions for participating entities in Hawaii, Alaska, and U.S. Territories are related to logistics and shipping constraints. Due to geographic distance and limited access to certain shipping ports, there may be additional freight, handling, and port fees associated with vehicle delivery to these regions. For example, vehicles destined for Alaska or Hawaii, particularly those that include upfits, are often coordinated through mainland processing before being shipped to the final destination. In these cases, members are informed in advance and may elect to include the additional shipping and port costs directly into their quote, ensuring full transparency and cost accuracy from the start. Despite these logistical considerations, National Auto Fleet Group is fully equipped and experienced in fulfilling orders for members in these areas, and we will continue to do so with the same level of attention, care, and service as we provide in the continental U.S.	*
37	Describe in detail your history and experience selling vehicles to state and local government agencies, public and private K-12 and higher education, and non-profits.	National Auto Fleet Group (NAFG) has over two generations of expertise in selling vehicles to state and local government agencies, public and private K-12 and higher education institutions, and non-profit organizations across the United States. As a minority family-owned business, we have built a strong reputation for our ability to navigate the complexities involved in government fleet vehicle purchasing. We specialize in offering hassle-free, reliable, and cost-effective solutions through our Sourcewell contracs since Sourcewell has done the bidding already on behalf of the members. Sourcewell contracts empower public agencies to bypass the tedious and time-consuming bidding process, allowing them to focus their efforts on other projects while we handle the procurement. NAFG holds two highly awarded Sourcewell contracts, which streamline vehicle purchases by providing a range of options—from light-duty vehicles like cars, vans, and SUVs to heavy-duty trucks, buses, and specialized vehicles for public entities. Through our partnerships with manufacturers and upfitters, we cater to the specific needs of government entities, school districts, and non-profits, ensuring the vehicles are ready for immediate in-service needs along with all necessary upfitting if needed. Our experience spans from working with small rural schools requiring a single van, to large cities replacing fleets of hunderds of utility trucks. No matter the scale or complexity, we are committed to offering the highest level of customer service and delivering vehicles that meet our clients' needs, budgets, and timelines. By leveraging the efficiency of Sourcewell's competitive contracts, we help our customers save both time and money, making vehicle purchasing seamless and efficient.	*
38	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, National Auto Fleet Group (NAFG) will extend the terms of any awarded master agreement to nonprofit entities, provided the vehicles and the entities meet the applicable qualifications. We understand the importance of supporting nonprofit organizations, and we are committed to offering the same competitive pricing, efficient service, and high-quality vehicles that we provide to our government and educational agency customers.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
39	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group (NAFG) uses a comprehensive, multi-tiered marketing strategy to promote the Sourcewell contract and streamline the vehicle purchasing process for government and education entities. Our marketing strategy combines digital, in-person, and relationship-based outreach to maximize exposure, drive engagement, and support long-term growth. Website and Inbound Marketing: Our professional, customer-focused website serves as a key marketing gateway. Members can browse in-stock vehicles, explore pricing, register for access, build vehicles, and request quotes. We create inbound opportunities through tailored content such as how-to videos, member success stories, and social media posts, directing potential members to our website and empowering them to make informed purchasing decisions. Email Marketing: Email remains one of our most effective outreach tools, given its high usage among public agency staff. We use visually rich, mobile-friendly email campaigns that include flyers with Sourcewell contract details, manufacturer incentives, seasonal promotions, first-time buyer offers, and factory cutoff reminders. These emails feature embedded videos, images, and direct links to the Sourcewell homepage and NAFG quoting tools. Our platform also allows us to track performance metrics such as open rates, click-throughs, and unsubscribes to continuously refine our messaging.	

In-Person Marketing and Trade Shows:
We attend major industry trade shows, including GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO to establish direct connections with members and vendors. These face-to-face meetings foster trust and long-term relationships. We also deliver in-person presentations to local cities, counties, school districts, water districts, and port authorities to explain how the NAFG–Sourcewell process works, how to buy without bidding, and the vehicle options available.

Customer Advocacy (Word-of-Mouth Marketing):
NAFG's reputation for exceptional service drives organic growth through member referrals. Our commitment to white-glove support from quote to post-delivery often results in repeat customers and unsolicited endorsements. We've built our brand through consistent follow-through, fast solutions, and personalized care—even years after a vehicle has been delivered.

Cross-Promotion Marketing with Sourcewell Vendors:
We actively collaborate with fellow Sourcewell vendors such as NCL Government Capital to offer joint marketing materials and turnkey financing options. For example, we've co-developed videos, infographics, and flyers showcasing how to lease or purchase vehicles through multiple Sourcewell contracts. We also cross-market with Hoglund Bus Company, highlighting how members can pair NAFG chassis with various Hoglund bus bodies. *

Preferred Vendor Program – NAFG Partner Page:
To increase our national network and visibility, we launched www.nafgpartner.com, a dedicated site encouraging body upfitters to join as preferred vendors. Partners receive benefits such as website and social media endorsements, referral opportunities, and PR support. To qualify, vendors agree to co-promote NAFG and refer their clients in need of chassis. This helps members easily locate qualified body upfitters in their area, while deepening vendor collaboration and contract awareness.

Customer Relationship Marketing:
Our sales team takes a relationship-first approach by focusing on solution-based selling and long-term support, not just transactions. We pride ourselves on building trust and delivering value, which translates to loyal clients and strong word-of-mouth.

Examples of Impactful Relationship Marketing:

A member used three Sourcewell contracts (NAFG, NCL Gov Capital, GovDeals) to finance, purchase, and dispose of a vehicle in a single seamless transaction.

A member urgently needed a vehicle due to an accident. We redirected them to our in-stock inventory and fulfilled the order within three weeks versus the standard 18-week factory lead time.

A liftgate malfunction two years after delivery was resolved at no cost thanks to our relationship with the original upfitter, ensuring continued satisfaction.

For a member uncertain about budget, we provided multi-OEM pricing through Ram, Chevrolet, and Ford—allowing them to choose without needing to shop around.

We expedited upfitting for a vehicle held up at a local body company by personally coordinating with the vendor, leading to early delivery.

This multi-pronged strategy ensures that National Auto Fleet Group not only promotes the Sourcewell contract widely but delivers measurable value to members across every stage of the vehicle procurement lifecycle.

40	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	National Auto Fleet Group (NAFG) utilizes a robust mix of technology, social media, and digital tools to drive marketing performance, boost engagement, and increase sales conversions. Social Media Marketing – LinkedIn Focus: LinkedIn serves as our primary digital channel to connect with public agencies and build our professional network. We use LinkedIn to: Share engaging content such as contract flyers, vehicle promotions, and program updates. Monitor member activity and job changes to identify opportunities to re-engage or offer tailored solutions. Send personalized messages to new members thanking them for registering, with direct links to our website and social platforms. This strategic outreach not only strengthens our relationships with current members but also helps us reach new decision-makers who can benefit from our vehicle procurement solutions. Video Marketing Strategy: To further enhance digital reach and content quality, our in-house marketing team creates and distributes professional-grade videos through both email and social media. These include: Welcome Video: A 90-second animated introduction to NAFG and our Sourcewell contract, featured in every weekly campaign. Walkthrough Videos: Guided, step-by-step explainers on how to purchase both Light-Duty and Heavy-Duty vehicles through the contract. In-Stock Vehicles Video: A visual showcase of available inventory with a call-to-action on how to request a quote. ETA Tracking Video: A video tutorial that empowers customers to track their own vehicle's status. Holiday-Themed Videos: Lighthearted, festive content that humanizes our brand and drives seasonal engagement. Social Media Shorts: Bite-sized videos tailored for LinkedIn and other platforms to promote new vehicles, highlight factory cutoff dates, and announce pricing changes. All videos are optimized for both desktop and mobile viewing, helping to engage a broader audience and improve retention of key messages. Email Campaign Analytics (Metadata): We track weekly email flyers, incorporating images, links, and embedded videos. The platform provides real-time data including: Open rates, Link click-throughs and Unsubscribes to asses our outreach to the members. This performance metadata allows us to adjust our messaging, layout, and frequency to ensure the highest level of engagement with our target audience. By analyzing this digital feedback, we continuously improve the effectiveness of each campaign. Live Chat Technology for Real-Time Engagement: To better serve website visitors, NAFG implemented a live chat feature that connects members directly with a live sales representative. This tool: Offers fast, real-time responses to inquiries Assists members while they build vehicle quotes online Increases quote submissions and conversions by reducing hesitation and increasing clarity during the decision-making process Early results show that our live chat feature has contributed to higher engagement, improved customer satisfaction, and shorter sales cycles—especially for first-time buyers navigating the Sourcewell process.

41	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell plays a pivotal role in promoting cooperative purchasing contracts by acting as a trusted bridge between vendors and public sector agencies across government, education, and nonprofit organizations. Its mission - "Our commitment to service and exceeding client expectations", which perfectly aligns with National Auto Fleet Group's relationship-based approach to sales and service. Sourcewell establishes trust and credibility by conducting a rigorous vetting and solicitation process before awarding cooperative contracts. This ensures that only qualified, ethical, and dependable vendors are awarded contracts, giving agencies confidence in their purchasing decisions. For National Auto Fleet Group (NAFG), this endorsement elevates our brand and reassures our members that they are working with a vetted and approved partner. Sourcewell's support tools, such as: Professionally designed flyers Training videos and webinars Procurement documentation Contract compliance support These help us deliver consistent, transparent, and educational messaging to both new and existing members. These resources are integrated into our own marketing and client education materials, ensuring clients understand both the value of the cooperative contract and how to access it with ease. In our sales process, the Sourcewell contract is woven into every touchpoint: Our website clearly highlights the benefits of cooperative purchasing through Sourcewell. Our email campaigns feature Sourcewell branding and direct links to contract resources. Our sales team is fully trained to walk clients through the Sourcewell purchasing process, eliminating confusion and saving agencies the time and cost of traditional competitive bidding. We educate members during in-person presentations and trade shows about how Sourcewell allows them to procure vehicles immediately while remaining fully compliant with public procurement laws. At NAFG, we believe Sourcewell is more than just a contract holder—it's a strategic partner that helps us build trust, streamline procurement, and serve our members with unmatched efficiency and integrity. We are proud to uphold the high standards Sourcewell represents and integrate them throughout our client-facing operations.	*

42	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, National Auto Fleet Group offers a fully accessible e-procurement solution through our website, which provides government and education agencies with a self-guided, efficient, and user-friendly platform to browse, customize, and request vehicle quotes. Our online system allows members to: Browse a wide selection of vehicle makes and models Customize builds to meet their agency's specifications, including factory options and body upfitting needs Generate real-time quotes, often in under five minutes depending on vehicle complexity Download or submit quotes and supporting documentation without ever needing to speak with a sales representative For agencies that prefer guided support, a dedicated live chat feature is available alongside traditional phone and email contact options. Clients can interact with a knowledgeable representative in real time for assistance with quote building, vehicle specs, or ordering next steps. To further enhance usability, we've created a "How-To Videos" section on our homepage. These step-by-step guides demonstrate: "How to register as a Sourcewell member" "How to build a vehicle online" "How to include upfitting needs in the quote" "How to submit a purchase order for processing" Once a quote is finalized, the client can complete the transaction by simply uploading in directly into our site or bysubmitting a purchase order via email. This approach enables a flexible hybrid of self-service and personalized support, accommodating both highly independent buyers and those who prefer a walk-through approach. Public agencies regularly use this e-procurement system to: Compare options across manufacturers Expedite quote generation and documentation for internal approvals Submit POs directly, avoiding the delays of traditional bidding processes Stay compliant through Sourcewell's competitively awarded contract framework This system not only saves time, but empowers agencies to manage their fleet procurement with autonomy, transparency, and full support from the NAFG team whenever needed	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
43	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends all product, equipment, maintenance, and operator training programs made available by the OEMs directly to Sourcewell members during the quoting process. Training availability and scope are typically determined by the vehicle class, equipment type, and geographic location, and are quoted accordingly by the manufacturer. When such training is offered, NAFG can include it in the member's quote and handles it similarly to an upfit by ensuring it is documented, transparent, and customized to the member's needs. These training programs may cover areas such as vehicle operation, safety, and maintenance procedures. Any associated costs are clearly outlined and passed through without markup, so members can make fully informed decisions.	*

44	Describe any technological advances that your proposed Solutions offer.	The technological advancements offered through National Auto Fleet Group reflect both cutting-edge manufacturer innovation and our own commitment to future-forward solutions. OEMs like Ford Motor Company, General Motors, and other top-tier brands continue to push the boundaries with advanced safety systems, connectivity features, alternative fuel capabilities, and electrified powertrains, many of which are available across a wide range of vehicle classes offered to Sourcewell members. In addition, NAFG supports members who are seeking to electrify their fleets by offering access to specialized upfits, for example including integration of Motive Power Systems. These options allow members to transition into sustainable vehicle solutions while maintaining performance and functionality.	*
45	Describe any service contract options or extended warranties being offered with your proposal.	National Auto Fleet Group (NAFG) offers all existing warranties provided by the Original Equipment Manufacturers (OEMs) as an option, which will be treated as an upfit. In addition to the OEM warranties, when asked by members, our standard offered extended warranty is a 5-year/100,000-mile coverage with a $0 deductible. This ensures that our customers receive peace of mind with comprehensive coverage for their fleet, minimizing potential repair costs over the long term.	*
46	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	Since we are offering 17 different brand names, we have included a "Warranty" file in the attachment under the specifications file in our response. The attachment outlines what is covered by each OEM and there length of coverage's by time and miles.	*
47	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	National Auto Fleet Group is deeply committed to supporting meaningful green initiatives and forward-thinking partnerships. We played an integral role in the formation of the Climate Mayors Electric Vehicle Purchasing Collaborative, a coalition created in partnership with over 400 mayors nationwide to accelerate the adoption of clean, all-electric fleets. This initiative was designed specifically to help public agencies transition to zero-emission vehicles and lead by example in their communities. Through this collaboration, Sourcewell members have access to a growing lineup of 100% electric vehicles, including models such as the Chevrolet EV line up with Silverado EV, Ford Mustang Mach-E, and the all-electric Ford F-150 Lightning. As OEMs continue to expand their electric offerings, NAFG is committed to making those vehicles readily available to Sourcewell members. More information about this initiative can be found at www.DriveEVfleet.org. Certification and leadership for this program are guided by the Climate Mayors, Bloomberg Philanthropies, and C40 Cities.	*
48	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	National Auto Fleet Group, along with several of our partner suppliers and upfitters, maintains relevant third-party certifications that reflect a commitment to energy efficiency and sustainability. Key certifications include: California Air Resources Board (CARB) Certificate – Recognizing compliance with strict emissions standards and supporting low- or zero-emission vehicle offerings. Ford Qualified Vehicle Modifier (QVM) Certification – Awarded to select partners for meeting Ford’s rigorous requirements for safety, quality, and environmental standards in vehicle modifications. These certifications help demonstrate how our vehicles and upfitted solutions promote energy conservation, reduced emissions, and long-term operational efficiency. They also ensure that our offerings align with evolving environmental regulations and sustainability goals set by Sourcewell members.	*

49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	What sets National Auto Fleet Group apart is not just our experience - it's our measurable commitment to results and service. From day one, our company has been built on a foundation of hard work, data-driven performance, and a relentless focus on customer satisfaction. We actively track and quantify our outcomes to ensure that real goals are being met, and that every Sourcewell member receives timely, attentive, and solutions-oriented service. Our internal metrics drive accountability and help us continually improve how we support members. One of our most unique offerings is our 24/7 online portal, which gives Sourcewell members secure access to quote-building tools, live tracking, support resources, and customer service assistance around the clock. Whether it's a complex upfit, a last-minute request, or a question about vehicle specs, our team is available to personally walk members through every step. We pride ourselves on being flexible, responsive, and creative problem solvers. No matter the challenge, we're committed to thinking outside the box and finding a solution that works.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		(•) Yes ( ) No	We offer leasing through Diversified Leasing owned and operated by Mr. Steve Wilson who is a Disabled Veteran Business Owner who runs his company along with Debbie Black his assistant. If an agency would like to work with Diversified Leasing we will help facilitate the transaction.	*
51		Minority Business Enterprise (MBE)	(•) Yes ( ) No	We are recognized as MBE by Supplier Clearinghouse, our certificate is attached in the attachments.	*
52		Women Business Enterprise (WBE)	( ) Yes (•) No	n/a	*
53		Disabled-Owned Business Enterprise (DOBE)	( ) Yes (•) No	n/a	*
54		Veteran-Owned Business Enterprise (VBE)	( ) Yes (•) No	n/a	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	( ) Yes (•) No	n/a	*
56		Small Business Enterprise (SBE)	( ) Yes (•) No	n/a	*
57		Small Disadvantaged Business (SDB)	( ) Yes (•) No	n/a	*
58		Women-Owned Small Business (WOSB)	( ) Yes (•) No	n/a	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	

59	Describe your payment terms and accepted payment methods.	Our standard payment terms are Net 20, with a 10-day grace period offered for flexibility. We accept the following payment methods: Check ACH (Automated Clearing House) These options are designed to accommodate the procurement processes of public sector entities while ensuring a smooth and secure transaction experience.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	To support educational and governmental entities with flexible procurement options, National Auto Fleet Group has partnered with National Cooperative Leasing (NCL) to offer customized leasing solutions for all vehicles quoted under our Sourcewell contract. We also offer leasing through Diversified Leasing. These leasing options are available to Sourcewell members as part of our standard offering and can be applied to any eligible NAFG quote. This partnership ensures members have access to competitive, compliant financing structures tailored to their budget cycles and operational needs. For additional details, a sample lease agreement is included in the “Member Walk Through” attachment the document titled “NCL Sample Lease.”	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	National Auto Fleet Group utilizes a set of standardized transaction documents designed to ensure transparency, accuracy, and ease of use for Sourcewell members. These documents may include: - Order forms specific to vehicle configuration and upfit details - Courtesy Confirmations to validate order specifications before final placement - Terms and Conditions outlining payment, delivery, and warranty provisions - Service contract agreements when applicable, particularly for upfitting or specialty builds - Title and registration documentation tailored to the member’s local requirements All relevant template documents have been uploaded in the Standard Transaction Document attachment. These documents reflect our commitment to clear communication and consistent standards, while also allowing room for customization based on the specific needs of each participating entity	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, National Auto Fleet Group accepts P-card payments from Sourcewell membes. We accept P-card transactions up to $2,500 per vehicle with no additional fee. For transactions exceeding $2,500, a credit card processing fee will apply, which will be transparently itemized and passed on to the member. This policy allows us to support convenient procurement while maintaining cost transparency and flexibility for all participating entities.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group utilizes a line-item discount model based on Manufacturer Suggested Retail Pricing (MSRP). We are offering Sourcewell participating entities competitive discounts across 17 OEM brands, as detailed in the Price File. In addition to vehicle pricing, NAFG provides the option to customize vehicles with upfits based on the member’s needs. All upfit-related pricing is also included and clearly itemized in the Price Summary Page within the Price File. Each line includes the standard MSRP, the Sourcewell discounted price, and all applicable OEM available options. Where available, SKUs and product identifiers are listed to support clarity and consistency.	*

64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	National Auto Fleet Group's pricing proposal includes line-item discounts off MSRP across 17 OEM brands. Including all factory options. The percentage discounts vary by manufacturer and vehicle model, and are fully detailed in the uploaded "Price File" ZIP under each respective tab. Below is a summary of the estimated discount ranges offered by brand: Ford Motor Company from -0.42% to 3.63% Chevrolet from 0.24% to 10.02% Ram Stellantis Company from 3.44% to 9.99% Dodge Stellantis Company from 4.05% to 6.93% Jeep Stellantis Company from -.073% to 6.82% Chrysler Stellantis Company from .49% to 1.81% Buick from 0.91% to 0.97% Honda from -1.48 to 3.4% Toyota from 0.07% to 5.22% Nissan from 0.73% to 17% Kia from -1.25% to 2.48% GMC from 1.28% to 5.19% Volkswagen from 1.74% to 3.08% Lincoln from .077% to 3.12% BMW from 0.32% to 2.9% Cadillac from 2.11% to 2.2% Mullen/Bollinger at 2% While a few models reflect slight negative variances due to MSRP or market fluctuations, the majority of offerings show meaningful cost savings. Full details, including price summary, models and discount breakdowns are included in the "Price File" for Sourcewell's review. Upfits can be added at dealer invoice up to 20% detailed in the price file	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	National Auto Fleet Group encourages members considering large-volume purchases (typically 50 units or more) to reach out directly for customized pricing and additional volume-based discounts. While standard discounts are reflected in our price file, we recognize that high-volume opportunities often warrant special consideration. In such cases, we work closely with both OEMs and upfit partners to secure the most competitive pricing available, ensuring maximum value for Sourcewell members. Depending on the uniqueness of the large order and model, some extra costs not associated with a single purchase may be added, these are provided in the Price File. Each high-volume order is evaluated individually to provide tailored, transparent, and advantageous pricing.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open market" items or "sourced goods" that fall outside of standard configurations will be facilitated and treated as upfit components within the quoting process. National Auto Fleet Group will obtain quotes for these items on a case-by-case basis and include them as part of the final vehicle quote. In most cases, such items will be provided at cost, though a markup of up to 20% may apply depending on the complexity of the item or service and any associated handling or integration requirements. This approach ensures transparency while maintaining flexibility for Sourcewell members who require specialized, nonstandard solutions.	*

67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All standard costs associated with the total acquisition for a standard vehicle purchase including factory options, upfits, and administrative fees which have been accounted are within the Price Summary Page and Price table included in the submitted price file. If a Sourcewell member requests a specialized or nonstandard solution that involves additional services such as installation, training, or setup, those costs will be clearly quoted as part of the upfit and incorporated into the final vehicle quote. These services may be fulfilled either by OEM-authorized providers or trusted third-party upfitters in our partner network, depending on the nature of the request.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufacturers include a standard Factory Destination Charge as part of the vehicle's MSRP. In addition to this, members may incur separate freight or delivery costs if a vehicle requires additional transport. For example, to or from an upfitter or final delivery location. These secondary freight charges vary depending on distance, delivery type, and location, and will be clearly itemized in the member's quote for full visibility and approval before purchase. National Auto Fleet Group ensures that all such charges are communicated upfront and incorporated seamlessly into the overall pricing.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping to Alaska, Hawaii, Canada, and U.S. Territories may involve additional logistical expenses, including but not limited to ferry charges, port handling fees, and extended driver delivery costs. These region-specific costs are carefully calculated based on the delivery route and vehicle type. All such charges will be disclosed on the member's quote for review and approval prior to finalizing the purchase. National Auto Fleet Group is experienced in managing deliveries to these regions and ensures all logistics are handled efficiently, transparently, and in compliance with regional requirements.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group operates within a highly developed, nationwide franchise dealer distribution network, supported by relationships with 17 major OEMs. This network enables us to deliver vehicles quickly and efficiently to members and their end users across the country. In addition, for vehicles requiring upfits or multi-stage delivery, NAFG coordinates logistics directly with upfitters and transport providers, ensuring a turnkey experience from quote to delivery. Our digital order tracking system also allows members to monitor each step in the delivery process, enhancing communication and transparency throughout.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	National Auto Fleet Group employs a robust self-audit process to ensure full compliance with our Sourcewell agreement, including verification that participating entities receive accurate, contract-based pricing. Sourcewell members can generate quotes directly through our user-friendly online platform, which is updated daily to reflect the most current manufacturer MSRP data. This ensures that pricing remains accurate and aligned with the most recent OEM updates. Our system is designed to deliver 99.99% pricing accuracy, and every quote reflects both the Sourcewell contract discount and any applicable administrative fees. In addition to this front-end visibility, our internal processes include regular pricing audits, cross-checks, and validation against contract terms. We also maintain a streamlined reporting system that allows us to deliver accurate quarterly sales and administrative reports to Sourcewell within a 15-30 day turnaround window, helping ensure transparency and ongoing contract compliance.	*

72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	One of the key internal metrics National Auto Fleet Group uses to track and measure success under the Sourcewell contract is maintained through our online platform, which logs all member-generated quotes in real time. We carefully monitor how many quotes are created, which are converted into purchase orders, and how frequently members engage with the system. This gives us immediate insight into usage trends, quote-to-order conversion rates, and which vehicle types or configurations are seeing the most interest. Each month, we evaluate these indicators and closely monitor sales volume, frequency, and geographic distribution. We also track whether orders come from new or returning members, allowing us to measure how well we're growing the Sourcewell member base and maintaining long-term relationships. In addition to these core metrics, we review: 1. Average order size and upfit complexity 2. Delivery timelines and fulfillment rates 3. Quote accuracy and pricing consistency 4. Regional sales performance and market penetration This data informs both our strategic decision-making and our day-to-day service operations. Ultimately, we use these metrics to ensure we're not only meeting contractual obligations, but exceeding expectations by delivering consistent value, responsive service, and a positive experience for every Sourcewell member.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	National Auto Fleet Group proposes the following Administrative Fee structure payable to Sourcewell for all completed transactions under this Master Agreement: $300 per vehicle purchased directly through NAFG $200 per vehicle purchased through our approved partner dealer, Alan Jay Automotive At this time, no other partner dealer groups are included in the scope of this agreement for administrative fee purposes. This fee will be submitted on all completed transactions during each applicable reporting period, in accordance with the terms outlined in the Master Agreement.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Members receive the best overall value, service and customer care from NAFG.	*

Table 7A: Depth and Breadth of Offered Equipment Products and Services (200 Points, applies to Table 7A, 7B, and 7C or 7D)

Sourcewell is seeking proposals for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories. Awards under this solicitation for Automobiles, SUVs, Vans, and Light Trucks will be in two (2) categories.

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a proposer offers vehicle solutions with Internal Combustions Engines (ICE) as well as vehicles with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 ONLY.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems ONLY.

Line Item	Category Selection *	
75	Category 1: ALL engines, fuel, and propulsion type Automobiles, SUVs, Vans, and Light Trucks	*

Table 7B: Depth and Breadth of Offered Solutions

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	National Auto Fleet Group is offering a comprehensive lineup of vehicles and turnkey fleet solutions under this proposal. We represent 17 OEM manufacturers, collectively offering over 100 makes and models across Class 1–3 vehicles, as well as select Cab & Chassis configurations. These include sedans, SUVs, pickup trucks, vans, hybrid models, and electric vehicles. Our inventory spans gas, diesel, hybrid, and all-electric platforms to meet the evolving operational and sustainability goals of Sourcewell members. All vehicle solutions offered through NAFG can be customized with upfits to meet industry-specific needs. They range from basic toolboxes and ladder racks to line mechanic bodies, service beds, utility bodies, and more. Upfits can be completed by either a trusted partner from our established upfitter network or by a supplier chosen by the member. In either case, NAFG coordinates directly to provide complete, turnkey quotes with all elements clearly specified. At this time, used vehicles are not offered as part of this proposal, as we are focused on delivering new, warrantied, and fully specifiable vehicles that align with Sourcewell members' procurement and compliance standards.
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategory titles that best describe the solutions offered by National Auto Fleet Group include: Passenger Vehicles (Sedans, SUVs, Crossovers) Light-Duty Trucks (Class 1–3) Cab & Chassis Cargo and Passenger Vans Hybrid and Electric Vehicles Utility Vehicles and Work Trucks Upfitted Vehicles – Service Bodies, Mechanic Trucks, Utility Beds Fleet Leasing Options (via NCL) Custom Upfit Coordination (Turnkey Quotes) Online Quote Building and Member Support Tools These subcategories reflect the breadth of our offering and our ability to provide end-to-end solutions, from vehicle sourcing to upfit customization and delivery.

Table 7C: Depth and Breadth - Category 1 - All Engine Types

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☐ We will not be submitting for Table 7C: Depth and Breadth - Category 1 - All Engine Types

Line Item	Category or Type	Offered *	Comments
78	Automobiles	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
79	Sport Utility Vehicles	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
80	Vans	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
81	Light Trucks (half ton, three quarter ton, and one ton)	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
82	Vehicles of the types and classifications in 78-81 above with upfitting designed for Public Safety Applications	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
83	Vehicles of the types and classifications in 78-81 above with upfitting designed for ADA and Paratransit Applications	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
84	Vehicles of the types and classifications in 78-81 above with upfitting designed for Service Body and Utility Bed for Light Truck	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
85	Conventional Internal Combustion models	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
86	Natural gas, propane autogas, hybrid, or alternative fuel models	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
87	Electric powered models	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.

Table 7D: Depth and Breadth - Category 2 - Electric Propulsion Systems Only

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☑ We will not be submitting for Table 7D: Depth and Breadth - Category 2 - Electric Propulsion Systems Only

Line Item	Category or Type	Offered *	Comments
88	Automobiles	○ Yes ○ No	
89	Sport Utility Vehicles	○ Yes ○ No	
90	Vans	○ Yes ○ No	
91	Light Trucks (half ton, three quarter ton, and one ton)	○ Yes ○ No	
92	Vehicles of the types and classifications in 88-91 above with upfitting designed for Public Safety Applications	○ Yes ○ No	
93	Vehicles of the types and classifications in 88-91 above with upfitting designed for ADA and Paratransit Applications	○ Yes ○ No	
94	Vehicles of the types and classifications in 88-91 above with upfitting designed for Service Body and Utility Bed for Light Truck	○ Yes ○ No	

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 95. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Price File for NAFG 081325.zip - Sunday August 10, 2025 00:37:53
- Financial Strength and Stability - Financial Strength and Stability for NAFG 081325.zip - Sunday August 10, 2025 00:38:28
- Marketing Plan/Samples - Marketing Plan for NAFG 081325.zip - Sunday August 10, 2025 00:38:58
- WMBE/MBE/SBE or Related Certificates - MBE and Realted Certificates for NAFG 081325.zip - Sunday August 10, 2025 00:39:21
- Standard Transaction Document Samples - Standard Transaction for NAFG 081325.zip - Sunday August 10, 2025 00:39:37
- Requested Exceptions (optional)
- Upload Additional Document - ALL 17 Manufacture Models and Warranty for NAFG 081325.zip - Sunday August 10, 2025 00:40:37

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC, DBA: National Auto Fleet Group

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Tue August 5 2025 09:12 AM	☑	1
Addendum_5_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Mon August 4 2025 08:59 AM	☑	2
Addendum_4_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Wed July 30 2025 08:06 AM	☑	2
Addendum_3_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Mon July 28 2025 07:50 AM	☑	1
Addendum_2_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Fri July 25 2025 08:11 AM	☑	2
Addendum_1_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Wed July 23 2025 04:15 PM	☑	2

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Sourcewell

Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC, dba National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	72 Hour LLC, dba National Auto Fleet Group
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Jesse Cooper FACBB5730C1E467...
By: _____	By: _____
Jeremy Schwartz	Jesse Cooper
Title: Chief Procurement Officer	Title: National Fleet Manager
Date: 7/2/2024 | 2:37 PM CDT	Date: 7/2/2024 | 2:04 PM CDT

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	72 HOUR LLC
Does your company conduct business under any other name? If yes, please state:	National Auto Fleet Group
Address:	490 Auto Center Drive Watsonville, CA 95076
Contact:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Phone:	951-440-0585
Fax:	831-840-8497
HST#:	263297677

Submission Details

Created On:	Thursday February 08, 2024 14:26:39
Submitted On:	Wednesday March 27, 2024 18:09:27
Submitted By:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Transaction #:	de37f6a4-b806-40a7-b5b6-766f219b36f2
Submitter's IP Address:	104.35.160.44

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 HOUR, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	72 Hour, LLC	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	National Auto Fleet Group	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Y1FHD2Z1ZDY5	*
5	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
6	Proposer website address (or addresses):	www.Nationalautofleetgroup.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper National Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com 855-289-6572	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper National Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com 855-289-6572	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper National Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Clarkecooper@watsonvillefleetgroup.com 818-618-6136	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group was established in 1987 in Southern California, and boasts a rich history of family-driven success. From humble beginnings with a single dealership, we've grown into a nationwide network of over 15 dealerships, thanks to the dedication and vision of our father. One of our core values has always been fostering a strong company culture, and we achieve this by prioritizing internal growth. We proudly promote from within, leveraging the talent and experience of our dedicated team members. This approach not only ensures continuity and a deep understanding of our values, but also fosters a sense of loyalty and belonging among our employees. This commitment to internal development has been instrumental in our expansion, allowing us to cultivate a leadership team that embodies our core values and drives our continued success. We are proud of the journey we've taken and excited for the future, as we continue to empower our team and provide exceptional service to our customers. For over 35 years, National Auto Fleet Group has remained a family-owned and operated company. The Cooper family has deep roots in the automobile industry, with a passion for exceeding expectations passed down through generations. Today, even our future generations are learning the ropes, ensuring decades more of industry leadership. We aren't just selling vehicles; we're building relationships that last. Our family values of integrity, dedication, and customer service permeate everything we do. This commitment has earned us numerous industry awards and the trust of countless clients. But this is just the beginning. With fresh perspectives from future generations joining the team, we're excited to lead the industry for decades to come. National Auto Fleet Group isn't just about delivering vehicles; it's about delivering peace of mind. Our unwavering commitment to the 4 RIGHTs: delivering the RIGHT vehicle, at the RIGHT time, to the RIGHT place, and at the RIGHT price, ensures our clients experience unmatched satisfaction and success. Since 1987, we've witnessed the auto industry shift gears, evolving from gas-powered machines to the cutting edge of all-electric and fuel cell technology. Through it all, one thing has remained constant: our core values. Even in today's rapidly changing landscape, we hold steadfast to the principles that have guided us for decades. These values – internal growth, customer focus, efficiency, teamwork, accountability and integrity are the engine that powers our growth and fuels our commitment to exceeding expectations. While the vehicles we offer may have changed, our dedication to providing superior customer service remains as strong as ever. We embrace the future with the same passion and determination that fueled our success in the past, ensuring that our customers continue to receive the exceptional service they deserve.
11	What are your company's expectations in the event of an award?	Securing another Sourcewell contract would mark our sixth, propelling us to even greater heights by leveraging our proven track record of serving customers nationwide. This expansion fuels our commitment to invest in our divisions, particularly our Partner Program (details in uploaded Zip file). This innovative program empowers members to recommend local upfitters, fostering win-win partnerships and delivering
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We have demonstrated throughout the past 12 years to our financial institutions that we stability in the market place and with this meaning data our bank has provided us with a $ 72,000,000 floor plan limit to help in our growing operations which include Sourcewell Members.
13	What is your US market share for the solutions that you are proposing?	Our US market share for the products and models we are offering is roughly 70-80% as represented by the 15 manufacturers.
14	What is your Canadian market share for the solutions that you are proposing?	While we haven't yet entered the Canadian market, National Auto Fleet Group's proven track record of success fuels our aggressive expansion plans, with a strong focus on international markets like Canada. We are confident that our expertise and commitment to innovation will allow us to make a significant impact in the near future, expanding our reach and serving customers across new borders.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	A) we are best described as a distributor/dealer/reseller and all our written authorization documents are attached in the Related Certificates section.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	What is required does vary from state to state however we 72 Hour LLC, do hold all applicable licenses and certifications required by the State of California to sell, service and delivery New/Unused Vehicles we are franchised for and sell, service and delivery any vehicle we are not franchised for through our resellers permit. All our dealer partners across the county have provide us with there dealer certificates and department of motor vehicles certificates to allow NAFG to partner and sell there products. All documents are attached in the Certificates section.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None exist

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	NAFG has a strong track record of success, consistently ranking among the top dealerships in Government Sales for Ford Motor Company and receiving high recognition from General Motors for its Chevrolet brand. The most prodigious award NAFG has received in the past 5 years would be: Top Placement in Ford Motor Company as a leading dealership in Government Sales followed by our high ranking recognition from General Motors for our Chevrolet brand. Both NAFG has received 4 of the past 5 years
20	What percentage of your sales are to the governmental sector in the past three years	In our division in Fleet, we have sold about 95% to Government accounts
21	What percentage of your sales are to the education sector in the past three years	As a percentage of our sales in the Government, about 20% would be considered to Universities and Unified School Districts.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year during the past three years. Second, our Sourcewell Contract's 091521 and 060920 which over the past three years LADWP Contracts valued over $ 220,000,000 City of San Diego Contracts valued over $ 120,000,000
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NAFG focus is on our Sourcewell Contracts we do not hold any other besides the State of California.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Port of Los Angeles (CA)	David Comer	310-732-3794
Los Angeles Department of Water & Power (CA)	Philip Ly	818-771-3607
City of Jersey City (NJ)	James Lovero	201-547-4423
Washington Suburban Sanitary Commission (Maryland)	Jarrett Baumgartner	301-206-4226
Town of Hempstead (NY)	Christopher Carter	516-812-3555

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Port of Los Angeles Mr. David Comer 310-732-3794	Government	California - CA	Provided New Vehicles with Upfits	Over $1,000,000	Over $ 3,000,000
Los Angeles Department of Water & Power Mr. Philip Ly 818-771-3607	Government	California - CA	Provided New Vehicles with Upfits	Over $ 20,000,000	Over $ 80,000,000
City of Jersey City Mr. James Lovero 201-547-4423	Government	New Jersey - NJ	Provided New Vehicles with Upfits	Over $1,000,000	Over $ 3,000,000
Washington Suburban Sanitary Commission Mr. Jarrett Baumgartner 301-206-4226	Government	Maryland - MD	Provided New Vehicles with Upfits	Over $1,000,000	Over $ 3,000,000
El Paso Water Mr. Ivan Ibarra 915-594-5712	Government	Texas - TX	Provided New Vehicles with Upfits	Over $1,000,000	Over $ 3,000,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	National Auto Fleet Group boasts a robust sales force exceeding 100 dedicated personnel. This includes both direct employees and a network of partner dealers, ensuring comprehensive support for dealerships and our dedicated fleet division. Our indirect sales force seamlessly complements our direct team, effectively serving existing member needs. As our member base expands, we're committed to scaling our team accordingly to maintain exceptional service levels.	*
27	Dealer network or other distribution methods.	NAFG leverages an unparalleled franchise network encompassing 15 leading manufacturers. These industry giants, like (Ford Motor Company, General Motors, CDJR, etc..), boast a nationwide presence, ensuring our members receive seamless service and warranty repairs for their vehicles. Historically, auto manufacturers have faced challenges in distributing automobiles and cab chassis. However, the United States boasts the world's most efficient automotive supply chain network, and as franchised dealers of these renowned brands, NAFG capitalizes on this advantage to efficiently ship and supply vehicles to our members nationwide.	*
28	Service force.	Our extensive network of service locations, spanning thousands of facilities across our 15 manufacturers, ensures convenient access for our members. This comprehensive coverage allows them to easily find service stations or warranty repair facilities nearby, minimizing downtime and maximizing convenience. While Alaska and Hawaii may have slightly larger distances between dealerships, our members can still rely on our network for support, potentially with extended lead times.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Members can place orders with NAFG for all products we are offering, we will either place the order with the OEM as we are franchised for or we will provide the order to our partner dealer who was part of the quote generation from the start with the member so we can allow there relationship to maintain while serving the member. NAFG maintains the role of administering and facilitating the transaction between the member and the OEM dealer.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	I understand that you want me to use the information in your ZIP file, specifically the "Member Walk Through" document, as a reference to explain your Customer Service programs. Here's a breakdown based on the information you provided: Obtaining Quotes Online: ● Members can register on our website (https://www.nationalautofleetgroup.com/) for free. This protects member pricing. ● After registration, they'll receive a welcome email with a demo video explaining the website. ● A secure dashboard keeps all quotes organized. ● Members choose their desired brand, model year, and category (cars, vans, etc.). ● Filters help narrow down options (cab style, drivetrain, bed length). ● All available factory options are displayed for easy selection. ● Sourcewell Price reports show MSRP, member price, and savings (percentage and dollar amount). ● Optional extras include additional keys, manuals, sales tax, and upfits. ● A final, printable quote package includes a unique Sourcewell Quote ID number, description, and specifications. Partnering with Upfitters: ● A dedicated website (https://www.nationalautofleetgroup.com/) connects members with upfitters. ● Upfitters can learn about partnering with NAFG to serve local members. ● This simplifies the process of getting a vehicle upfitted. Tracking Orders: ● Members can track orders directly on the main website using the "Track your order" feature. ● Orders can be tracked by entering the purchase order number, quote ID, upfit quote ID, or VIN. Order Confirmation: ● NAFG sends a courtesy confirmation email to double-check order details (color, quantity, upfit, specifications). ● Title information is requested to expedite paperwork at delivery. Factory Order Cut-Off Notices: ● The website highlights upcoming factory order cut-off dates. ● This information is also printed on the quote cover page (when available). Price Validation Example: ● A sample build process showcases member pricing benefits. ● The example shows the difference between MSRP, member price, and total savings (percentage and dollar amount). (Provide an example with savings %) ● This emphasizes the additional discount offered by NAFG.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have provided a list of our top 1,000 member/clients demonstrating our ability to service all members nationwide. Located in the Marketing Place ZIP file as "NAFG Top 1,000 Member Clients" PDF	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	National Auto Fleet Group is poised to expand into Canada, leveraging our proven business model and expertise. We believe the favorable exchange rate and our competitive pricing structure create an ideal opportunity to partner with Canadian dealer groups, ultimately serving members across North America.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are not serving Canada at this moment.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We're happy to service all Sourcewell members through our 24/7 website. We offer government members a specific discount program in recognition of their use of taxpayer funds. For non-profit organizations, we've designed a tailored pricing program to meet their unique needs and budgets. We'll work with each non-profit on a case-by-case basis to ensure they receive the most value from our services.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	For members in Alaska, Hawaii, and US Territories, the only membership requirement is the same as for all other members. However, due to logistical shipping constraints in these regions, additional costs may apply. We currently provide members in Alaska with chassis cabs with upfits. In these cases, the member agrees to cover the extra shipping cost, port cost, and driver cost associated with loading and unloading their vehicles from port to port. This additional cost would be clearly outlined in any quote provided to members in these regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group utilizes a number of outbound strategies to promote the Sourcewell Vehicle contract. National Auto Fleet Group isn't waiting for government agencies to come knocking about the Sourcewell Vehicle contract. Instead, we're proactively hitting the gas pedal with outbound marketing strategies. With outbound marketing, NAFG initiates by pushing the message out to our government agencies. Examples include: . ● Cold Email Campaigns: Tailored messages reaching relevant government agencies directly. Examples include new vehicle pricing availability, in stock units, new website features, holiday themed flyers and vehicle cutoff dates. ● Trade Show Presence: Engaging exhibits and knowledgeable representatives making connections at key events. ● Targeted Content: Creating diverse campaign materials that resonate with different government segments. For example, police vehicle availability flyers for police agencies. ● Data-Driven Decisions: Tracking results and optimizing campaigns for maximum impact such as open rates, click-through rates to gauge the effectiveness of our email campaigns Our use of Campaigner Email Marketing platform service is a CRM database used to monitor, send and track effectiveness of emails and more. This service has assisted in streamlining email flyer messages to many of our government agencies across the United States. Campaigner has been an essential tool in not only creating new campaigns but recurring campaigns to ensure our message is sent to new potential clients. This type of outbound marketing fosters proactive engagement with potential customers, sparking their interest in our products. We invite them to explore the diverse product range showcased on our NAFG website, conveniently accessible through both phone calls and website visits. To further empower their buying journey, we encourage registration. It not only unlocks real-time product availability, but also grants access to our innovative self-quoting system. This intuitive tool empowers customers with the autonomy to create unlimited personalized quotes, tailoring them to their specific needs and budget. By eliminating the wait for traditional quotes, this self-service option streamlines the process, fostering a sense of control and ownership for the customer. Ultimately, this outbound marketing approach, coupled with our user-friendly self-quoting system, empowers potential customers to confidently explore and confidently make informed decisions. Business to Business Marketing: National Auto Fleet Group National Auto Fleet Group (NAFG) acknowledges the importance of building strong relationships with local upfitting body companies. That's why we employ strategic business-to-business (B2B) marketing strategies to attract potential partners and create a mutually beneficial ecosystem. Introducing Our Partner Website: We encourage any body upfitting company to visit our dedicated partner website: www.nafgpartner.com. This platform makes it easy for local upfitting companies to explore the benefits of collaborating with NAFG. Key Perks for Upfitting Body Companies: ● Enhanced Visibility: Get the body company's company profile listed on our website, making them searchable by NAFG's extensive network of government clients. ● Targeted referrals: We actively connect upfitting companies with qualified government clients seeking their specific expertise. ● Profile Customization: Partners are encouraged to create a unique profile showcasing the body company's strengths, experience, and service offerings. ● Geographic Reach: Expand the network by having our partners' contact information and location displayed on our interactive map. By partnering with NAFG, body companies gain access to a vast pool of potential government clients seeking vehicle upfitting services. In turn, the body company helps us fulfill client needs and deliver comprehensive vehicle solutions. National Auto Fleet Group also exercises the use of inbound marketing strategies to promote our Sourcewell Vehicle contract. Our marketing department cultivates a targeted audience by maintaining a database of registered government agencies on our website and nurturing past customers who have experienced the benefits of our offerings. This allows us to deliver relevant content and resources directly to those already interested in our solutions, fostering trust and brand loyalty. Relationship building is another technique used to foster positive relations with clients to become long-term customers. NAFG team provides excellent customer service and support to encourage word of mouth referral. The positive quality of service experienced by customers has led to an increased number of sales through referrals. Our goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and referrals.

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The creation of the National Auto Fleet Group app is one way to build a stronger relationship with interested buyers and empower them with the information they need. By downloading our NAFG app, clients are able to: ● Receive instant push notifications on their phones regarding new vehicle availability: Be the first to know when new vehicles arrive on the lot that match your specific needs and preferences. ● Stay informed about crucial cutoff dates: Ensure clients don't miss out on deadlines by having them conveniently delivered straight to your phone. ● View Available In-Stock Units: Scroll through a list of in stock vehicles available on our website. A specific inbound marketing tactic that can significantly boost our online presence is the development of search engine optimization (SEO). By optimizing our website for relevant keywords and user experience, we can attract more qualified visitors organically and establish NAFG as a leading name in its field. Here's how we're actively implementing SEO on the NAFG website: Rewriting the NAFG Story: ● By crafting a compelling and informative webpage that clearly defines who we are, what we do, and how we benefit our audience. ● Included relevant keywords naturally throughout the content, including product names, mission statement, and contract numbers. ● Ensured the page is concise and scannable, breaking up text with headings and bullet points. 2. On-Page Optimization Techniques: ● Title tags: Each page includes a unique and descriptive title tag, under 65 characters, that accurately reflects the content and includes relevant keywords. ● Meta descriptions: Crafting captivating meta descriptions (under 155 characters) that entice users to click and summarize the page's value proposition. ● Header tags: Structured the content with clear headings and subheadings (H1, H2, etc.) to improve readability and search engine crawlability. ● Images: Optimize image file names and alt text with relevant keywords to increase accessibility and image search ranking. ● Internal linking: Connecting related pages within the website using descriptive anchor text ● Social media: Ensure social media profiles and share buttons are linked to our pages. By implementing these actionable SEO strategies, we can significantly improve NAFG's online presence, attract more qualified leads, and establish ourselves as a thought leader in the industry. When the terms “government fleet vehicle purchasing”, “purchasing vehicles for the government”, “government vehicle purchasing”, “how do I purchase vehicles for the government”, “purchasing government fleet”, “government vehicle procurement”, “procuring vehicles for the government”,are entered in the google search button, NAFG is on the top five search results. Social media is a critical part in the way people communicate and connect with each other. Linkedin offers a variety of ways to expand our network by finding and connecting with relevant professionals in the industry. Platforms like LinkedIn offer invaluable tools for professional networking, allowing individuals to expand their network by finding and connecting with relevant professionals and industry leaders. A prime example is National Auto Fleet Group, which effectively utilizes LinkedIn to reach out to current and potential members through personalized messages, fostering stronger relationships and community engagement. Beyond professional connections, social media serves as a powerful bridge between individuals and their governing bodies. By following government pages on Instagram and Twitter, government municipalities can gain valuable insights into pressing issues and important announcements
38	In your view, what is Sourcewell’s role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a trusted brand that government entities can rely on to provide a wide variety of products and services. They aim to simplify the procurement process of government entities. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contract to ensure products and services are from reputable vendors. The brand provides a sense of showing legitimacy and verification of our company name and members understand that products and services provided are from reputable vendors. Clients recognize the Sourcewell brand and their vendors as a trusted source that will meet their needs. The main selling point of the brand is the elimination of the need to go out to bid. Sourcewell has done the bidding for the government entities which simplifies the purchasing process. This process not only saves money but valuable time as well. Sourcewell has provided NAFG overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics and we are proud to be part of this dynamic. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. The Sourcewell contract can be also customized to meet the needs of the client. The sales team has incorporated not only this standard of integrity in their sales practice by ensuring clients we will always assist them with their vehicle purchasing needs. The cost savings and stress free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within National Auto Fleet Group Sourcewell isn't just a trusted brand; it's a comprehensive solution for government procurement. From vehicles and food to technology and administrative services, they offer a diverse range of high-quality products and services. Partnering with pre-vetted vendors ensures reliability and peace of mind. The flexibility of Sourcewell contracts allows us to tailor our services to a specific need, unlike the one-size-fits-all approach of typical bidding. Government agencies across the United States, like NAFG, have utilized Sourcewell to procure their needs efficiently.

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicle makes and models with the ability to customize a vehicle tailored to the specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minus depending on the complexity of the vehicle. If upfitting is needed, a sales representative can be reached through phone, email, live chat or noted on the self-quoting online system. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If support is required to build a quote, our sales reps are available to assist the client step by step. Once the vehicle is built to the client's needs, government agencies are also able to upload a purchase order from their account to purchase a vehicle. NAFG will then process the purchase order and place the vehicle on order with the manufacturer. Government agencies are also able to track the status of their order using the ETA tracking available on the NAFG website. Our website puts the power to order vehicles directly in your hands, with a user-friendly approach that empowers government agencies to choose the perfect solution for their needs. Browse through a comprehensive selection of vehicle makes and models, or customize your ideal vehicle with features tailored to your specific requirements. Get a personalized quote with upfront pricing in as little as 5 minutes, depending on the complexity of your chosen vehicle. Upfitting needed? No problem! Reach out to our dedicated sales team via phone, email, live chat, or simply mention your requirements directly in the self-quoting system. Once a government municipality is ready to purchase, they can simply submit a purchase order through their online account. We offer complete autonomy, allowing buyers to acquire vehicles without needing to speak directly to a sales representative. However, our expert team is always available to assist if they need a helping hand. Our assistance is available via email, live chat, or phone – For government agencies, the process is streamlined even further. They are able to stay informed throughout the entire journey with our convenient ETA tracking system, accessible right on the NAFG website. Experience the convenience and control of online vehicle ordering for government agencies with NAFG. Visit our website today and empower your agency to acquire the perfect vehicle solution. As of today, National Auto Fleet Group has over 8000 members registered on our website and 2400 customers buying from us.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	NAFG extends any and all Service Training Programs provided by the Manufacturer. Many of the programs offered are quoted individually by the manufacture based on class size and region of the country. NAFG will pass these quotes onto the member at NAFG cost.	*
41	Describe any technological advances that your proposed products or services offer.	With world leaders in chassis technology like Ford Motor Company, General Motor's and MACK Truck which the member automatically gets the benefit of the latest up to date technology NAFG offers our dealer body to the members for the most leading up to date information.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	NAFG has Partnered to create a 400 US Mayor Drive Climate Mayor Purchasing Collaborative www.Driveevfleet.org to help spread the benefit of members going 100% green. We have 100% Pure Electric vehicles to offer such as the Chevrolet Bolt and Ford Fusion, which are all predecessors to the All New Ford Electric F-150. We are certain over the next few years, Ford and many other manufacturers will be making available 100% pure electric cab chassis for members to select from.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Ford Motor Company and General Motors just to name 2 of the 15 OEM's we are representing have leading edge certifications and rating which provide them the ability to offer there products nationwide.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We hold a Minority Certification through the California Clearing House Authorization	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	NAFG's dedication to the member. NAFG has built its division solely for the purpose of serving the members experience from our 24-hour member website or website improvements and capabilities to thinking outside the box to help a member find a solution.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	We have attached all Warranty information provided by all 15 manufacturers offered in our proposal as an added attachment.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Each manufacturer have there own usage restrictions that a member should be aware of. Such an improper use of a chassis may not allow it to be covered under warranty. For example, a F-250 being used for a police rated pursuit vehicle would void certain warranties. We encourage for each member to contact us for there particular warranty coverage.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, in some cases of a breakdown event, manufacturers would tow your vehicle to there nearest warranty repair facility.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Each manufacture is different, and we encourage prior to purchasing a product to call in and ask about your specific region and how it's covered.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are passed on to the original equipment manufacturer.	*
51	What are your proposed exchange and return programs and policies?	We offer no exchange, return programs or policies. Once an order is in production with the factory and NAFG can not cancel the order after trying to cancel with the manufacturer, then the order is non-cancellable.	*
52	Describe any service contract options for the items included in your proposal.	We offer any and all manufacturer service contracts to all members. There are several parameters which a customized service contract can be created. NAFG will treat each of these as an added factory option and follow the same discount schedule in the price file.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 20, with a 10-day grace period.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	NAFG has partnered with National Cooperative Leasing to offer Sourcewell Contract Lease Terms to all NAFG Quotes for all Sourcewell Members. We have attached a PDF called "NCL Sample Lease" in the Zip File Called "Member Walk Through"	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We attached our Standard Documents that all member would see in a typical transaction. Starting with all quotes which contain there unique Quote ID on the top of each quote. A member can then call and help us identify which quote they are inquiring within so we can help hem quicker. Each quote has its list of standard equipment and selected equipment the member has chosen for themselves. Followed by the contract discount on each cover page so the member can easily see there Sourcewell saving. A sample transaction has been attached.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, up to $ 2,500 per vehicle, any amount higher than $ 2,500 would carry a P-card/ Credit Card transaction fee which will be passed onto the member.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	NAFG is offering Line Item Discounts Off MSRP for 15 manufacturers detailed in the Price File, NAFG is offering all Upfits to be added to any and all chassis cabs and trucks, details are on the Summary Page in the price file.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Each Manufacture Product Range is detailed in the tabs below, here is an overview Ford Motor Company from 1.16% to 6.00% RAM Stallantis Company from 4.13% to 4.14% Chevrolet from 6.83% to 6.92% Autocar at 9.00% ISUZU at 5.00% Volvo at 12.00% Freightliner from 4.76% to 15.15% Western Star from 15.00% to 20.00% MACK from 3.00% to 26.36% Kenworth from 13.83% to 32.80% Peterbilt from 10.27% to 31.56% Battle Motors at 25.00% RIZO from 38.25% to 38.46% REE at 7.00% Bollinger Motors at 5.50% Upfits can be added at dealer invoice up to 20%, detailed in the price file.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	We encourage any and all members to contact us if considering ordering 100 at time of order or more units for an additional discount quote.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Open Market products or Sourced Goods will be treated as any upfit and may be quoted up to a 20% mark-up if applicable.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have been taken into account in the price file in its entirety. Price Summary Page and Price Tabs contain all costs associated with all quotes. If a member would like a quote for a particular situation and the item needed special training or installation, these charges would be added as part of the upfit and included in the members quote.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufacturers charge a standardized “Factory Destination Charge” which is displayed on all window stickers and on all trucks on a dealer’s lot. This is not the needed destination charge that maybe charged to then ship a chassis to and from an installer, these subsequent movements are all added freight charges and will displayed on the members quote.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight to these regions carry a specific logistical barrier which carry added cost such as ferry, port and driver cost both to and from the mainland. These added costs will be disclosed and added to any quote for the member to review.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NAFG will utilize the power and expertise of the already established Automobile Franchise Distribution Network to have members vehicles delivered promptly there destination.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Offers Members of Sourcewell the very best selection and service for the overall best value we can offer.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We have created a member friendly to build and price there chassis cabs on, the pricing is built directly into the website and is loaded daily by the manufacture MSRP information. Our system will provide an accurate quote 99.99% of the time. We have stream lined how our admin fee is processed to allow a quick 15-30 day turn around on quarterly reports.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We have internal charts that track how many members we are serving per month and what regions we need to market into to raise awareness of Sourcewell and our contract. We also track how many vehicles we deliver to members to see if our volume is picking up or where the current market is at as it does fluctuate.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)	Our Admin Fee has been streamlined to allow for growth to occur with maintaining a high level of accuracy and reporting. Our proposed admin fee would follow these guidelines: Flat $ 400 per unit for all units excluding Alan Jay Automotive Network in Florida Units sold through Alan Jay Automotive Network in Florida will have a$ 200 flat	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *	
69	Category 1: All engines, fuel, and propulsion type chassis and cabs	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	15 Manufacturers totaling 200 makes and models ranging from Class 4 to Class 8 Cab an Chassis and trucks. With available Upfits to be added ranging from tool boxes to Line Mechanics Bodies. Any and all upfits can be added to our chassis cabs either by our upfit partner supplier or by a members upfit supplier working with NAFG to provide a Turn Key Quote.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	NAFG Lists all makes and models in each ZIP file under ZIP File “All 15 Manufacturers” representing a combined hundred’s makes and model/engine combinations for members to choose from along with a subtitle “Upfits” detailed in the price file.	
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	Leading materials are used by the OEM's daily to safely supply all members with the best on the market place for each OEM.	
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Each OEM has there own unique attribute that all cater and serve the members.	

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments	
74	Class 4 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class.	*
75	Class 5 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class.	*
76	Class 6 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class.	*
77	Class 7 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class.	*
78	Class 8 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class.	*
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class. All upfitting is available and outlined in the pricing summary.	

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☑ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
80	Battery Electric Vehicle (BEV) Class 4 Chassis	○ Yes ○ No		*
81	Battery Electric Vehicle (BEV) Class 5 Chassis	○ Yes ○ No		*
82	Battery Electric Vehicle (BEV) Class 6 Chassis	○ Yes ○ No		*
83	Battery Electric Vehicle (BEV) Class 7 Chassis	○ Yes ○ No		*
84	Battery Electric Vehicle (BEV) Class 8 Chassis	○ Yes ○ No		*
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ○ No		

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - NAFG Price File 032824.zip - Wednesday March 27, 2024 16:08:51
- Financial Strength and Stability - Financial Strength and Market Stability 032824.zip - Tuesday March 26, 2024 21:32:50
- Marketing Plan/Samples - 032824 NAFG Marketing Plan.zip - Tuesday March 26, 2024 21:30:53
- WMBE/MBE/SBE or Related Certificates - Insurance and Realted Certificated 032824.zip - Tuesday March 26, 2024 21:33:17
- Warranty Information - Warranty Information 032824.zip - Tuesday March 26, 2024 21:42:37
- Standard Transaction Document Samples - 032824 Standard Transaction Document.zip - Wednesday March 27, 2024 13:28:58
- Requested Exceptions (optional)
- Upload Additional Document - 032824 Uploaded ALL 15 MANUFACTURED MODEL's and ELECTIRC SPEC's.zip - Wednesday March 27, 2024 01:25:13

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, National Fleet Manager, 72 Hour LLC, DBA National Auto Fleet Group

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☑	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☑	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☑	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☑	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☑	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☑	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☑	1

CONSENT AGENDA ITEM 302

CITY COMMISSION AGENDA | OCTOBER 26, 2026 REGULAR MEETING

TITLE

Public Works Department Vehicle Purchase

SUMMARY

This new vehicle will replace a 2006 Ford F-250 with 115,466 miles which has reached the end of its useful life and has fully depreciated. The replacement vehicle will address reliability issues associated with existing fleet and reduce disruptions of daily operations. Frequent breakdowns and ongoing repair and maintenance costs make continued use of this vehicle progressively impractical. Replacing this vehicle will provide more reliability and enable staff to remove and install all regulatory traffic signs safely and efficiently.

The negotiated purchase of this new Sign Shop Service Truck is to be acquired under the Bradford County Sheriffs Contract BCSO 22-27-10.

FUNDING SOURCE

The total purchase price of $78,003.09 is included in the adopted FY 2027 Budget: G/L Account # 001-41-4110-560641- Machinery & Equipment – Vehicles.

RECOMMENDATION

Staff respectfully requests City Commission approval for the purchase of this vehicle for the Public Works Department for a total cost of $78,003.09. Additionally, staff recommends authorizing the City Manager and City Attorney to prepare and execute any and all applicable documents consistent with this Agenda Item.

CITY OF WINTER SPRINGS

QUOTE ID	2731BD	Contract Holder	10/16/26
CITY OF WINTER SPRINGS		Duval Ford	
Jose Romero		*Bambi Darr*	
jromero@winterspringsfl.org		*(Work) 904-381-6596*	
407-327-8982		Bambi.Darr@duvalmotor.com	
		405 Lane Ave N	
		Jacksonville, FL 32254	

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

Parts Quantity	Code	Equipment	OEM Price Level:	BCSO Contract Price	
	2027 F2B	**2027 FORD F-250 REG CAB SRW 4X4**	$ 46,479.00	$ **38,713.90**	Section One: VEHICLE
	OEM freight	Factory Destination	$ 2,795.00	$ **2,841.12**	
	Z1	INTERIOR: OXFORD WHITE	$ -	$ **-**	
	AS	EXTERIOR: MEDIUM DARK SLATE VINYL 40/20/40	$ -	$ **-**	
		VINYL FLOOR	$ -	$ **-**	
	600A	EQUIPMENT: XL	$ -	$ **-**	
	99N	7.3L V8 GAS ENGINE	$ -	$ **-**	
	44F	10-SPEED AUTOMATIC TRANSMISSION	$ -	$ **-**	
	142WB	142" Wheelbase 8ft Bed	$ -	$ **-**	
	872	BACKUP CAMERA	$ -	$ **-**	
	18B	FACTORY RUNNING BOARDS	$ 291.00	$ **295.80**	
	52B	FACTORY BRAKE CONTROLLER	$ 273.00	$ **277.50**	
	X3E	3.73 E-Locking Axle	$ 392.00	$ **398.47**	
	67H	Heavy-Service Front Suspension Package	$ 114.00	$ **115.88**	
	66S	Factory Upfitter Switches	$ 228.00	$ **231.76**	
	Discount	Government Concession reflected in Base Vehicle Price			
	Ceiling Markup	Primary Awardee Ceiling Markup	1.65%		
	Discount	Net invoice discounts for Account reflected in Base vehicle Price	$ (3,032.00)		
	Ceiling Percentage Markup: Service Body		14%		
1	SERVICE BODY	8FT KNAPHEIDE 696 SRW UTILITY BODY	$ 11,218.00	$ **12,788.52**	
1	RACK	OVER CAB RACK - ALUMINUM HAULER RACK TO FRONT WINDOW (SEE PICTURE)	$ 2,266.00	$ **2,583.24**	
1	PUMP	Line Wise PPF-203 12Volt Pump Post Puller (See Specs & Picture Attached) Requires 3/4 ton or heavier truck. 10,000 lb. of pulling power with a 91.5" reach from pivot point. Note: PPF203 with 12v pump is not appropriate for over 25% duty cycle. The puller can be supplied without the electric hydraulic pump for mounting on vehicles that would have another suitable hydraulic power source available. (recommended for high duty cycles). This is the Model PPF203X. 10,000 lb. jaw set included. Approximate total weight added to vehicle is approximately 300 lb.	$ 14,060.00	$ **16,028.40**	
1	SPRAY	SPRAY IN BEDLINER TO INCLUDE TOPS & BUMPER	$ 1,349.00	$ **1,537.86**	
1	CAMERA	RELOCATE FACTORY CAMERA	$ -	$ **-**	
	Ceiling Percentage Markup: Accessories		29%		
2	RKE	(2) Additional Key/Remotes	$ 241.00	$ **621.78**	
1	TOW PACKAGE	TOW PACKAGE: Includes trailer plug 6 or 7 way Trailer Plug. Includes Tow Capacity matched hardware pack: Class IV Ball Mount, 2 5/16" Ball, pin and clip	$ 365.00	$ **470.85**	
	Final Delivery				
0	Labor	Total Labor Hours for installation of parts	$ -	$ **-**	
	Freight	Freight on Parts	$ -	$ **-**	
	31*	Ship Through to include weight slip, MSO, Dealer PDI	$ 625.00	$ **625.00**	
140	32708	Destination & Fuel to end user zip code (calculated from 32210 to EU zip Code)	$ 2.00	$ **280.00**	
	Tag	New City Tag, processing and handling by dealer	$ 193.00	$ **193.00**	
	NOTE				

Labor Hours. $90/ Hr

Section 4: FINAL DELIVERY

UNIT COST			$ 78,003.09
TOTAL QUANTITY	**1**	***TOTAL PURCHASE***	$ **78,003.09**

```
CNGP530  VEHICLE ORDER CONFIRMATION  10/16/26 13:48:47
==> _________ _____________________________________________              Dealer: F24081
  2027 F-SERIES SD                    Page: 1 of 2
Order No: 0009    Priority: M2  Ord FIN: QE065  Order Type: 5B Price Level: 720
Ord Code: 600A Cust/Flt Name: WINTER SPRI         PO Number:
                      RETAIL   DLR INV  RETAIL   DLR INV
 F2B  F250 4X4 SD R/C $48925 $46479.00   18B  PLAT RUNNING BD   $320   $291.00
      142" WHEELBASE                          10000# GVWR PKG
 Z1   OXFORD WHITE                        425  50 STATE EMISS      NC        NC
 A    VNYL 40/20/40                       512  SPARE TIRE/WHL2     NC        NC
 S    MED DARK SLATE                      52B  TRLR BRAKE CONT    300    273.00
600A  PREF EQUIP PKG                           JACK
      .XL TRIM                            66S  UPFITTER SWTCH     250    228.00
 572  .AIR CONDITIONER    NC        NC    67D  190/250 AMP ALT     NC        NC
      .AMFM/MP3/CLK
 99N  .7.3L DEV V8 ENG    NC        NC  TOTAL BASE AND OPTIONS 53145  47562.12
 44F  .10-SPD AUTOMATC    NC        NC  TOTAL                  53145  47562.12
 TD8  .LT245 BSW AS 17                   *THIS IS NOT AN INVOICE*
 X3E  3.73 ELOCKING      430    392.00
      JOB #1 BUILD                       * MORE ORDER INFO NEXT PAGE *
      FLEET SPCL ADJ      NC   (640.00)              F8=Next
 67H  HVY SER FRT SUS   $125   $114.00
      CONNECT PKG 1YR
      SECURITY PK 1YR
      SP DLR ACCT ADJ          (1008.00)
      SP FLT ACCT CR           (1384.00)
      FUEL CHARGE                15.12
 B4A  NET INV FLT OPT     NC      7.00
      DEST AND DELIV    2795   2795.00

TOTAL BASE AND OPTIONS 53145  47562.12
TOTAL                  53145  47562.12
*THIS IS NOT AN INVOICE*
```

CONSENT AGENDA ITEM 303

CITY COMMISSION AGENDA | OCTOBER 26, 2026 REGULAR MEETING

TITLE

Utilities Department Vehicle Purchase

SUMMARY

The Utilities Department is requesting City Commission approval to purchase two (2) 2026 Ford F150 utility Service trucks from Holler Ford for a total cost of $98,541.00.

The new vehicles will replace a 2014 Ford F250 and a 2011 Ford F250. Both of these vehicles have reached the end of their useful life and are fully depreciated. The replacement vehicles will address reliability issues associated with existing fleet and reduce disruptions to daily operations. Frequent breakdowns and ongoing repair and maintenance costs make continued use of the vehicles progressively impractical. Replacing these trucks will provide more reliable transportation for utility operations and help maintain uninterrupted service.

Staff obtained quotes from three vendors, HFWP Inc. DBA Holler Ford, Sunbelt Waste Equipment, and Mullinax Ford of Central Florida with Holler Ford submitting the lowest bid for the two trucks at a total cost of $98,541.00. The three quotes for the vehicles obtained from Florida dealerships are included in this Agenda Item.

Purchase to Include:
One (1) 2026 Ford F150 XLT – Total Cost $53,274.00
One (1) 2026 Ford F150 STX – Total Cost $45,267.00

Staff recommends City Commission approval for this purchase and to allow quotes in lieu of formal ITB.

FUNDING SOURCE

The total purchase price of $98,541.00 is included in the adopted FY 2027 Budget: G/L Account #410-36-3600-560641- Machinery & Equipment- Vehicles.

RECOMMENDATION

Staff respectfully requests City Commission approval for the purchase of two (2) trucks for the Utilities Department from Holler Ford at a total cost of $98,541.00. Additionally, staff recommends authorizing the City Manager and City Attorney to prepare and execute any and all applicable documents consistent with this Agenda Item.

CUSTOMER

257

BUYERS ORDER

HFWP Inc. DBA Holler Ford
1875 S. ORLANDO AVE MAITLAND FL 3275

SALESPERSON 1 WILLIAM WATKINS
SALESPERSON 2

DATE 10/12/2026 DEAL# 24707 CUST# 556999 STOCK# TFC44772 HOUSE DEAL

CUSTOMER 1	D.O.B.	D.L.#	S.S.#
C. WINTER SPRINGS			

STREET ADDRESS	CITY	STATE	ZIP
1126 E STATE ROAD	WINTER SPRINGS	FL	32708

HOME PHONE	BUSINESS PHONE	COUNTY
(407) 327-8982	(407) 327-8982	SEMINOLE

CUSTOMER 2	D.O.B.	D.L.#	S.S.#

STREET ADDRESS	CITY	STATE	ZIP

HOME PHONE	BUSINESS PHONE	COUNTY

PURCHASE VEHICLE	YEAR	MAKE	MODEL	COLOR	MILEAGE
	2026	FORD TRUCK	F-150 SERIE	OXFORD W	29

V.I.N. 1FTEW2LP7TFC44772 XX NEW ____ USED ____ BUSINESS USE

USED TRADE-IN		PRICE OF UNIT	49642.00
USED CAR 1:		2 KEYS ADDED AND PROGRAMME	625.00
VIN			
PAYOFF TO: (FIRST LIEN)			
ADDRESS		TOTAL: INCLUDING ACCESSORIES	50267.00
AMOUNT	ACCOUNT #	LESS: MARKET ADJUSTMENT OR TRADE IN ALLOWANCE	N/A
VERIFIED BY:	GOOD TILL	CASH DIFFERENCE	50267.00
LIENHOLDER PHONE		VEHICLE SERVICE AGREEMENT	N/A
		VEHICLE MAINTENANCE PLAN	N/A
PAYOFF TO : (SECOND LIEN)		VEHICLE TIRE PLAN	N/A
ADDRESS		COSMETIC WHEEL PLAN	N/A
		KEY REPLACEMENT POLICY	N/A
		GAMERON SHIELD PAINT PROTECTION	N/A
AMOUNT	ACCOUNT #	ETCH THEFT PROTECTION	N/A
VERIFIED BY:	GOOD TILL	DINGSHIELD PROTECTION PLAN	N/A
LIENHOLDER PHONE		FLORIDA WASTE TIRE AND LEAD ACID BATTERY FEE	N/A
USED CAR 2 MAKE:		ELECTRONIC FILING	N/A
VIN		DEALER DOCUMENT PROCESSING FEE – this charge represents cost and profit to the dealer for items such as inspecting, cleaning and adjusting vehicles, and preparing documents related to the sale (Dealer Document Processing Fee only)	N/A
PAYOFF TO : (FIRST LIEN)		SALES TAX	N/A
ADDRESS		SALES TAX (COUNTY OPTION)	N/A
AMOUNT	ACCOUNT #	GAP COVERAGE	N/A
VERIFIED BY:	GOOD TILL	ESTIMATED TAG, TITLE AND REGISTRATION FEE	N/A
LIENHOLDER PHONE		TRADE-IN(S) PAYOFF(S)	N/A
		TOTAL DUE	50267.00
PAYOFF TO : (SECOND LIEN)		CASH DUE AT DELIVERY	N/A
		REBATE	5000.00
ADDRESS		LOAN PROCESSING FEE	N/A
AMOUNT	ACCOUNT #	VENDOR'S SINGLE INTEREST INSURANCE	N/A
VERIFIED BY:	GOOD TILL	DOCUMENTARY STAMPS	N/A
LIENHOLDER PHONE		UNPAID BALANCE	45267.00

Used Vehicle Window Form. If the vehicle is a "used vehicle"(as described in 16 CFR 455.1), then the following statement applies. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS A PART OF THIS CONTRACT. INFORMATION ON THE FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

SALE OR LEASE OF THIS VEHICLE IS EXPRESSLY CONDITIONED UPON CUSTOMERS EXECUTION OF THE **DISPUTE RESOLUTION AGREEMENT.**

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT.

CUSTOMER 1_____ CUSTOMER 2 _____ 7/13

FD DRB-004283 FL 9-NORMAL,NB,104283,TJ221 11942 220261002 BLEND 1294

ULC			TLU	W	FL						
CERT	CEPT	ADD	TRD	RAMP	BUMP	CAMP	BOOK	EXFL	ROTA	BATT	

037879 1294/2277 1FTEW2LP7 TFC44772 NB GU13

Ford ford.com

VEHICLE DESCRIPTION

F-150

TF C44772

2026 F-150 4X4 SUPERCREW
145" WHEELBASE
2.7L V6 ECOBOOST
ELEC TEN-SPEED AUTO TRANS

EXTERIOR
OXFORD WHITE
INTERIOR
BLACK STX CLOTH 40/CON/40

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- DAYTIME RUNNING LAMPS
- EASY FUEL® CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- GRILLE - BLACK & DARK GRAY
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LED REFLECTOR HEADLAMPS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- REAR PRIVACY GLASS
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

INTERIOR
- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL
- 5G MODEM
- AM/FM STEREO
- AUTO HOLD
- BLIS W/CROSS-TRAFFIC ALERT
- CLASS IV TRAILER HITCH W/ SMART TRLR TOW CONNECTOR
- CURVE CONTROL
- FORD APP
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REAR PARKING SENSORS
- REAR VIEW CAMERA
- SELECTABLE DRIVE MODES
- SYNC®4 W/12" SCREEN

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SECURE PKG 1 YR INCLUDED
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE	(MSRP)
EQUIPMENT GROUP 200A	1,705.00
•STX SERIES	
•LED FOG LAMPS	
OPTIONAL EQUIPMENT/OTHER	
275/60R20 BSW ALL-TERRAIN	
3.55 RATIO REGULAR AXLE	NO CHARGE
6650# GVWR PACKAGE	
50 STATE EMISSIONS	NO CHARGE
FLOW THRU CONSOLE VINYL LID	
20" DARK GRAY ALUMINUM WHLS	
EXTENDED RANGE 36GAL FUEL TANK	
CONN PKG: 1 YR INCL W/FORD APP	

PRICE INFORMATION	(MSRP)
BASE PRICE	$51,070.00
TOTAL OPTIONS/OTHER	1,705.00
TOTAL VEHICLE & OPTIONS/OTHER	52,775.00
DESTINATION & DELIVERY	2,795.00
TOTAL BEFORE DISCOUNTS	55,570.00
STX MID DISCOUNT	- 3,000.00
STX 2.7L DISCOUNT	- 1,000.00
TOTAL SAVINGS	- 4,000.00

RAMP ONE: CH29
RAMP TWO:
CONVOY
ITEM #: 24-C844 O/T 2

TOTAL MSRP $51,570.00

Scan The QR Code to get more details about this vehicle

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

TJ221 N RB 2X 650 004283 09 22 26

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy

20 MPG combined city/hwy — 18 city, 23 highway

Standard Pickup Trucks range from 12 to 87 MPG. The best vehicle rates 146 MPGe.

5.0 gallons per 100 miles

You spend **$4,000** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost **$2,500**

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 4 (1 — 10 Best)

Smog Rating (tailpipe only): 5 (1 — 10 Best)

This vehicle emits 444 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and costs $8,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $3.30 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash — Driver ★★★★★ / Passenger ★★★★★
Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat ★★★★★ / Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

1FTEW2LP7TFC44772

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- GPS Location
- Vehicle Health Monitoring

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WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

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2202610021294

BUYERS ORDER

HFWP Inc. DBA Holler Ford
1875 S. ORLANDO AVE MAITLAND FL 32751

SALESPERSON 1
SALESPERSON 2

DATE 10/12/2026 DEAL# 24708 CUST# 556999 STOCK# TFB84669

CUSTOMER 1	D.O.B.	D.L.#	S.S.#
C. WINTER SPRINGS			

STREET ADDRESS	CITY	STATE	ZIP
1126 E STATE ROAD	WINTER SPRINGS	FL	32708

HOME PHONE	BUSINESS PHONE	COUNTY
(407)327-8982	(407)327-8982	SEMINOLE

CUSTOMER 2	D.O.B.	D.L.#	S.S.#

STREET ADDRESS	CITY	STATE	ZIP

HOME PHONE	BUSINESS PHONE	COUNTY

PURCHASE VEHICLE YEAR 2026 MAKE FORD TRUCK MODEL F-150 SERIE COLOR OXFORD W MILEAGE 6

V.I.N. 1FTEW3LP1TFB84669 XX NEW _____ USED _____ BUSINESS USE

USED TRADE-IN		PRICE OF UNIT	57501.00
USED CAR 1:		2 KEYS ADDED AND PROGRAMME	773.00
VIN			
PAYOFF TO: (FIRST LIEN)			
ADDRESS		TOTAL: INCLUDING ACCESSORIES	58274.00
AMOUNT	ACCOUNT #	LESS: MARKET ADJUSTMENT OR TRADE IN ALLOWANCE	N/A
VERIFIED BY:	GOOD TILL	CASH DIFFERENCE	58274.00
LIENHOLDER PHONE		VEHICLE SERVICE AGREEMENT	N/A
		VEHICLE MAINTENANCE PLAN	N/A
PAYOFF TO : (SECOND LIEN)		VEHICLE TIRE PLAN	N/A
ADDRESS		COSMETIC WHEEL PLAN	N/A
		KEY REPLACEMENT POLICY	N/A
		GAMERON SHIELD PAINT PROTECTION	N/A
AMOUNT	ACCOUNT #	ETCH THEFT PROTECTION	N/A
VERIFIED BY:	GOOD TILL	DINGSHIELD PROTECTION PLAN	N/A
LIENHOLDER PHONE		FLORIDA WASTE TIRE AND LEAD ACID BATTERY FEE	N/A
USED CAR 2 MAKE:		ELECTRONIC FILING	N/A
VIN		DEALER DOCUMENT PROCESSING FEE - this charge represents cost and profit to the dealer for items such as inspecting, cleaning and adjusting vehicles, and preparing documents related to the sale. (Dealer Document Processing Fee only)	N/A
PAYOFF TO : (FIRST LIEN)		SALES TAX	N/A
ADDRESS		SALES TAX (COUNTY OPTION)	N/A
AMOUNT	ACCOUNT #	GAP COVERAGE	N/A
VERIFIED BY:	GOOD TILL	ESTIMATED TAG, TITLE AND REGISTRATION FEE	N/A
LIENHOLDER PHONE		TRADE-IN(S) PAYOFF(S)	N/A
		TOTAL DUE	58274.00
PAYOFF TO : (SECOND LIEN)		CASH DUE AT DELIVERY	N/A
		REBATE	5000.00
ADDRESS		LOAN PROCESSING FEE	N/A
AMOUNT	ACCOUNT #	VENDOR'S SINGLE INTEREST INSURANCE	N/A
VERIFIED BY:	GOOD TILL	DOCUMENTARY STAMPS	N/A
LIENHOLDER PHONE		UNPAID BALANCE	53274.00

Used Vehicle Window Form. If the vehicle is a "used vehicle"(as described in 16 CFR 455.1), then the following statement applies. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS A PART OF THIS CONTRACT. INFORMATION ON THE FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

SALE OR LEASE OF THIS VEHICLE IS EXPRESSLY CONDITIONED UPON CUSTOMERS EXECUTION OF THE **DISPUTE RESOLUTION AGREEMENT.**

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT.

CUSTOMER 1_____ CUSTOMER 2 _____ 7/13

FD DRB-003101 FL 9-NORMAL,NB,003101,TH171 15727 220260826 BLEND 5353 CERT CERT ADD TRD RAMP BUMP CAMP BOOK EXFI ROTA BATT W 037196 92/848 1FTEW3LP1 TFB84669 NB GU13

Ford ford.com

VEHICLE DESCRIPTION
F-150

2026 F-150 4X4 SUPERCREW
145" WHEELBASE
2.7L V6 ECOBOOST
ELEC TEN-SPEED AUTO TRANS

TF B84669

EXTERIOR
OXFORD WHITE
INTERIOR
BLACK CLOTH 40/CON/40

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- DAYTIME RUNNING LAMPS
- EASY FUEL® CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LED FOG LAMPS
- LED REFLECTOR HEADLAMPS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- REAR PRIVACY GLASS
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT
- ZONE LIGHTING

INTERIOR
- 12" CLUSTER DISPLAY
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL
- 5G MODEM
- AUTO HOLD
- BLIS W/CROSS-TRAFFIC ALERT
- CLASS IV TRAILER HITCH W/ SMART TRLR TOW CONNECTOR
- FORD APP
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REAR PARKING SENSORS
- REAR VIEW CAMERA
- REVERSE BRAKE ASSIST
- SELECTABLE DRIVE MODES
- SYNC®4 W/12" SCREEN

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SECURE PKG 1 YR INCLUDED
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE	(MSRP)
EQUIPMENT GROUP 302A	7,320.00
•XLT SERIES	
•LED SIDE-MIRROR SPOTLIGHTS	
•POWER-SLIDING REAR WINDOW	
OPTIONAL EQUIPMENT/OTHER	
275/60R20 BSW ALL-TERRAIN	
3.55 ELECTRONIC LOCK RR AXLE	470.00
6650# GVWR PACKAGE	
FRONT LICENSE PLATE BRACKET	NO CHARGE
XLT BLACK APPEARANCE PKG PLUS	2,170.00
.20" GLOSS BLACK PAINTED ALUM	
50 STATE EMISSIONS	NO CHARGE
MIRROR MAN FOLD W/POWER GLASS	
EXTENDED RANGE 36GAL FUEL TANK	
CONN PKG: 1 YR INCL W/FORD APP	
BEDLINER-TOUGHBED SPRAYIN*ACCY	625.00

PRICE INFORMATION	(MSRP)
BASE PRICE	51,915.00
TOTAL OPTIONS/OTHER	10,595.00
TOTAL VEHICLE & OPTIONS/OTHER	62,510.00
DESTINATION & DELIVERY	2,795.00
TOTAL BEFORE DISCOUNTS	65,305.00
XLT 2.7L DISCOUNT	- 1,000.00
XLT MID DISCOUNT	- 2,000.00
XLT BLACK PKG PLUS DISC	- 1,000.00
TOTAL SAVINGS	- 4,000.00

RAPP ONE: CH29
RAMP TWO:
CONVOY
ITEM #: 24-C122 O/T 2

TOTAL MSRP $61,305.00

Scan The QR Code to get more details about this vehicle

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

TH171 N RB 2X 650 003101 08 17 26

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy

20 MPG combined city/hwy

18 city 23 highway

5.0 gallons per 100 miles

Standard Pickup Trucks range from 12 to 87 MPG. The best vehicle rates 146 MPGe.

You spend **$4,000** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost **$2,500**

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 4 (1 – 10, Best)

Smog Rating (tailpipe only): 5 (1 – 10, Best)

This vehicle emits 444 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and costs $8,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $3.30 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★

Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver	★★★★★
	Passenger	★★★★★
Side Crash	Front seat	★★★★★
	Rear seat	★★★★★
Rollover		★★★★

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Based on the risk of injury in a side impact.

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

1FTEW3LP1TFB84669

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⚠ WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

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2202608265353

Mullinax Ford of Central Florida

Phone: (407) 889-7600 x2057

Cell: (757) 613-1848

Email: rberglund@mullinaxford.com

1551 E Semoran Blvd

Apopka, FL 32703

PROPOSAL

Date: 09/21/26

To: City of Winter Springs Attn: Rory Jacobs

Quantity	Description	Price
1 ea.	2026 Ford F-150 XLT 4x4, Oxford White	$56,393.00
1 ea.	2 Additional Keys (4 Total)	$500.00
1 ea.	NO TAG	$0.00
1 ea.	Fuel/Delivery	NO CHARGE

VIN: TBD, 2026 F-150 XLT 4X4 **TOTAL:** **$56,893.00**
NO DEALER FEES

We thank you for the opportunity to make this proposal and your willingness to accept. Acceptance of this proposal will not be binding upon us until this proposal is approved in writing by an official of Mullinax Ford's return of one copy of this proposal and your purchase order or order number which would constitute your official acceptance.

PO# _____ Respectfully Submitted

Accepted: ___ / ___ / ___ Mullinax Ford
Company Name: _____ By: Ryan Berglund
Accepted By: _____ Commercial Account Manager

Mullinax Ford of Central Florida

Phone: (407) 889-7600 x2057

Cell: (757) 613-1848

Email: rberglund@mullinaxford.com

1551 E Semoran Blvd

Apopka, FL 32703

PROPOSAL

Date: 10/5/26

To: City of Winter Springs Attn: Rory Jacobs

Quantity	Description	Price
1 ea.	2026 Ford F-150 STX 4x4, Oxford White	$46,042.00
1 ea.	2 Additional Keys (4 Total)	$500.00
1 ea.	NO TAG	$0.00
1 ea.	Fuel/Delivery	NO CHARGE

VIN: TBD, 2026 Ford F-150 STX 4x4 **TOTAL:** **$46,542.00**
NO DEALER FEES

We thank you for the opportunity to make this proposal and your willingness to accept. Acceptance of this proposal will not be binding upon us until this proposal is approved in writing by an official of Mullinax Ford's return of one copy of this proposal and your purchase order or order number which would constitute your official acceptance.

PO# _____ Respectfully Submitted

Accepted: ___ / ___ / ___ Mullinax Ford
Company Name: _____ By: Ryan Berglund
Accepted By: _____ Commercial Account Manager

SUNBELT WASTE EQUIPMENT
A VTE COMPANY

5701 N 50th St.
Tampa, FL 33610
(813) 246-5510 (Office)

OPPORTUNITY NAME	PURCHASE AGREEMENT DATE	EXPIRATION	EST. DELIVERY UPON ORDER RECEIPT	FOB POINT	TERMS
2026-1214 F150-3.7L XLT	10-13-2026	11-06-2026	11-06-2026	Tampa, FL	Due on Receipt

CUSTOMER INFORMATION:

Salesperson. Jason Cornell

Customer: City of Winter Springs, FL **Contact:** Rory Jacobs

Address: 1126 East State Road 434, Winter Springs, FL 32708

Phone: (407) 327-5983 **Cell Phone: 4073272669** **Email Address: rjacobs@winterspringsfl.org**

EQUIPMENT DESCRIPTION

Year	Chassis Make	Chassis Model	Make	Model
2026	Ford	F150		

INVENTORY SPECS

2026 Ford F150 4x4 Super crew
2.7L eco boost engine
LED fog lamps,
Power door locks,
XLT series,

Trade In Information

Trade In Year	Trade In Make	Trade In Model	Trade In Amount

Add Ons Price each	Misc Charge Details

TERMS OF SALE:

Purchase Price Each:		$54,875.00
Purchase Quantity:		1
Total		$54,875.00
Add Ons Total		$0.00
Less Trade in value(s):		
Sales Tax: Applicable sales taxes will be applied to final invoice.		TBD
Federal Excise Tax 12%	each	
Federal Excise Tax Total		
Title, Registration, and Dealer Fees	total	$495.00

Freight Each:		
Total Freight:		$0.00
Total Amount Due:	**If a deposit is required, a deposit invoice will follow. **	$55,370.00

TERMS AND CONDITIONS:

1. Customer's responsibilities. Customer agrees to pay Sunbelt Waste Equipment (Sunbelt Waste) all charges required by law to be collected, including without limitation all tag, title, license, and all federal, state, and local taxes. Although Sunbelt Waste has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against Sunbelt Waste. Unpaid or past due balances will be assessed a 1.5% per month interest charge, (18% per annum).

2. Deposit. Should Sunbelt Waste fail to accept this offer or be unable to deliver the vehicle as promised, the Customer's sole remedy against Sunbelt Waste shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, Sunbelt Waste may elect to retain the deposit, and sue for any actual damages incurred by Sunbelt Waste for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.

3. Warranties. All used vehicles are sold **"AS IS, WITHOUT WARRANTY", either express or implied. Sunbelt Waste SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.** No other person is authorized to make any representations or warranties on behalf of Sunbelt Waste, unless made or assumed in writing by Sunbelt Waste.

4. Limitation of Liability. Customer shall have the right to fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against Sunbelt Waste for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless Sunbelt Waste receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless Sunbelt Waste receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless Sunbelt Waste and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of Sunbelt Waste, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

5. Modifications by Others. Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse Sunbelt Waste for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. Sunbelt Waste is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

6. Miscellaneous. Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, crossclaims or third-party claims shall be exclusively in , and this agreement shall be construed under the laws of the State of . This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that Sunbelt Waste is required to employ an attorney to enforce any of the terms of this agreement, Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS.

CUSTOMER:		**Sunbelt Waste REPRESENTATIVE:**	
	Signature		**Signature**
	Print Name	Jason Cornell	**Print Name**
	Customer PO Number		**Date**
	Date		**Contact Email**
			Contact Cell

Sunbelt Waste Equipment
5701 N 50th St.
Tampa, FL 33610
(813) 246-5510 (Office)

SUNBELT WASTE EQUIPMENT
A VTE COMPANY

5701 N 50th St.
Tampa, FL 33610
(813) 246-5510 (Office)

OPPORTUNITY NAME	PURCHASE AGREEMENT DATE	EXPIRATION	EST. DELIVERY UPON ORDER RECEIPT	FOB POINT	TERMS
2026-1214 F150-2.7L	10-13-2026	11-06-2026	11-06-2026	Tampa, FL	Due on Receipt

CUSTOMER INFORMATION:

Salesperson. Jason Cornell

Customer: City of Winter Springs, FL Contact: Rory Jacobs

Address: 1126 East State Road 434, Winter Springs, FL 32708

Phone: (407) 327-5983 Cell Phone: 4073272669 Email Address: rjacobs@winterspringsfl.org

EQUIPMENT DESCRIPTION

Year	Chassis Make	Chassis Model	Make	Model
2026	Ford	F150		

INVENTORY SPECS

2026 Ford F150 Super crew,
4x4,
2.7L Ecoboost engine
10-speed automatic transmission
Power door locks,
STX series
LED fog lamps,

Trade In Information

Trade In Year	Trade In Make	Trade In Model	Trade In Amount

Add Ons Price each	Misc Charge Details

TERMS OF SALE:

Purchase Price Each:		$46,820.00
Purchase Quantity:		1
Total		$46,820.00
Add Ons Total		$0.00
Less Trade in value(s):		
Sales Tax: Applicable sales taxes will be applied to final invoice.		TBD
Federal Excise Tax 12%	each	
Federal Excise Tax Total		

Title, Registration, and Dealer Fees	total	$495.00
Freight Each:		
Total Freight:		$0.00
Total Amount Due:	**If a deposit is required, a deposit invoice will follow. **	$47,315.00

TERMS AND CONDITIONS:

1. Customer's responsibilities. Customer agrees to pay Sunbelt Waste Equipment (Sunbelt Waste) all charges required by law to be collected, including without limitation all tag, title, license, and all federal, state, and local taxes. Although Sunbelt Waste has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against Sunbelt Waste. Unpaid or past due balances will be assessed a 1.5% per month interest charge, (18% per annum).

2. Deposit. Should Sunbelt Waste fail to accept this offer or be unable to deliver the vehicle as promised, the Customer's sole remedy against Sunbelt Waste shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, Sunbelt Waste may elect to retain the deposit, and sue for any actual damages incurred by Sunbelt Waste for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.

3. Warranties. All used vehicles are sold **"AS IS, WITHOUT WARRANTY", either express or implied. Sunbelt Waste SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.** No other person is authorized to make any representations or warranties on behalf of Sunbelt Waste, unless made or assumed in writing by Sunbelt Waste.

4. Limitation of Liability. Customer shall have the right to fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against Sunbelt Waste for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless Sunbelt Waste receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless Sunbelt Waste receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless Sunbelt Waste and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of Sunbelt Waste, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

5. Modifications by Others. Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse Sunbelt Waste for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. Sunbelt Waste is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

6. Miscellaneous. Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, crossclaims or third-party claims shall be exclusively in , and this agreement shall be construed under the laws of the State of . This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that Sunbelt Waste is required to employ an attorney to enforce any of the terms of this agreement, Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS.

CUSTOMER:

_____ **Signature**

_____ **Print Name**

_____ **Customer PO Number**

_____ **Date**

Sunbelt Waste REPRESENTATIVE:

_____ **Signature**

Jason Cornell **Print Name**

_____ **Date**

_____ **Contact Email**

_____ **Contact Cell**

Sunbelt Waste Equipment
5701 N 50th St.
Tampa, FL 33610
(813) 246-5510 (Office)

CONSENT AGENDA ITEM 304

CITY COMMISSION AGENDA | OCTOBER 26, 2026 REGULAR MEETING

TITLE

Police Station Safe Room Grant Funding Modification for Extension - HMGP

SUMMARY

On November 18, 2024 the City Commission approved the Funding Agreement from the Hazard Mitigation Grant Program (HMGP) for a safe room at the Police Department. The City has subsequently received formal approval of a time extension to 10/31/2027 in order to continue moving forward with this project. The project budget remains the same as the original grant agreement for $619,545 to encompass engineering design, permitting, and peer review services.

FUNDING SOURCE

These initial expenditures are budgeted in the 303 Facilities Capital Projects Fund for FY2027.

RECOMMENDATION

Staff requests Commission approval of the awarded extension modification of the grant funding for the proposed safe room.

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Winter Springs
PROJECT #:	4673-063-R
PROJECT TITLE:	City of Winter Springs, Police Station, Safe Room
HMGP CONTRACT #:	H1105
SM CONTRACT #: (if applicable)	
MODIFICATION #:	2

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Kevin Sweet **City Manager** **1126 East State Road 434,** **Winter Springs, Florida 32708**

Enclosed is your copy of the proposed contract(s)/modification(s) between **Subrecipient** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☐	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850)-290-2511 or email me at Nicole.rowe@yagroup.com.

Contract Number: H1105

Project Number: 4673-063-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND CITY OF WINTER SPRINGS

This Modification Number Two made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Winter Springs ("the Sub-Recipient") to modify Contract Number H1105, dated February 21, 2025 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $482,102.25, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on October 31, 2026; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 8 of the Agreement is hereby amended to read as follows:

   (8) PERIOD OF AGREEMENT

   This Agreement shall begin August 2, 2023 and shall end October 31, 2027, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 2nd Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

7. Attachment L - Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and returned the Division.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF WINTER SPRINGS

By: _____

Name and Title: **Kevin McCann, City Mayor**

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Jared W. Perdue, P.E.

Date: _____

Attachment A

(2nd Revision)

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide a FEMA P-361 Standards safe room at the existing police station in Winter Springs, Seminole County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-063-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Winter Springs, shall conduct Phase I – Design of this project, which includes the engineering designs and calculations, surveys, permitting, and notices. **No construction activities are approved at this time.** The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide a safe room for absolute protection to first responders at the existing police station located at 300 North Moss Road, Winter Springs, Florida 32708.

The scope is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval.

The design proposed for Phase II scope shall include constructing a new stand-alone safe room adjacent to the existing building, but structurally separated, to serve as an Emergency Operations Center (EOC). The proposed safe room shall provide 2,200 square feet (SF) to attend an occupancy of 55 police officers/first responders. Additionally, the project also includes the installation of a permanent diesel generator. The generator shall have a capacity of 200 kW, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriate support the facility; and an Automatic Transfer Switch (ATS), fuel tank and appurtenances. The City of Winter Springs currently lacks a secure and resilient space for city personnel and first responders to monitor conditions and coordinate responses during a hurricane or severe weather event involving high winds, risking their lives to remain on duty inside structures that have not been properly hardened. The project shall allow first responders to remain on duty during and after a storm to continue coordinating operations to help the community.

The safe room shall be designed and constructed to provide protection against 160 MPH winds. The safe room construction shall be designed to provide “near-absolute protection” based on the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room which refers to applicable ICC 500 and ASCE 7 standards. Construction documents for community safe rooms designed for more than 50 occupants, as well as for safe rooms in an elementary school, secondary school, day care facility with an occupant load greater than 16, or any Risk Category IV building, are required to undergo peer review. Allowable costs for saferooms apply to retrofits of existing facilities, new construction, and single or dual-use facilities. Only eligible expenditures that are directly related to and necessary for the hazard mitigation purpose of providing immediate life-safety protection shall be reimbursed. Eligible and ineligible costs are outlined in the latest edition of the HMA Guidance Addendum. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The generator and electrical components shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical

Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	300 North Moss Road, Winter Springs, Florida 32708	(28.703977, -81.304862)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing engineering designs to be presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   Phase I consists of fees; for conducting survey, study, engineering, design, public notices, and/or permitting associated with the design of a FEMA P-361 Standards structure. Verification shall be necessary for determining project eligibility.

   All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

a) Copy of permit(s), notice of commencement.

b) Two sets of engineering Signed/Sealed final design and analysis, and surveying.

c) Signed and sealed Operations and Maintenance (O&M) Plan, which shall incorporate FEMA P-361, include required components, and submitted for review.

d) Any structural and non-structural design peer review reports as required by FEMA P-361 (as applicable).

e) Construction Plans and bid documents for FEMA 361 compliance.

f) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.

g) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products to be utilized.

h) Color maps including topographical, aerial, and ground disturbance.

i) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.

j) Color photographs of the project area.

k) Letter from the Floodplain manager verifying the project is in compliance with local floodplain ordinances/regulations.

l) Proof of compliance with Project Conditions and Requirements contained herein.

m) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

   The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

   The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

   The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by subcontractors and pay subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

   Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and

liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards, allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separately from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) <u>Deliverables:</u>

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, to implement protection measures by constructing a new stand-alone safe room in accordance with FEMA P-361 standards and installing a permanent diesel generator on North Moss Road, Winter Springs, Florida

32708.

The safe room shall be designed and constructed to provide protection against 160 MPH winds. The safe room construction shall be designed to provide "near-absolute protection" based on the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room which refers to applicable ICC 500 and ASCE 7 standards. Construction documents for community safe rooms designed for more than 50 occupants, as well as for safe rooms in an elementary school, secondary school, day care facility with an occupant load greater than 16, or any Risk Category IV building, are required to undergo peer review. Allowable costs for saferooms apply to retrofits of existing facilities, new construction, and single or dual-use facilities. Only eligible expenditures that are directly related to and necessary for the hazard mitigation purpose of providing immediate life-safety protection shall be reimbursed. Eligible and ineligible costs are outlined in the latest edition of the HMA Guidance Addendum. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The generator and electrical components shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit Engineering plans and bidding documents prepared to complete the project. Wind protection shall be provided on any opening such as vents, louvers, and exhaust fans. All installation shall be in strict compliance with the FEMA P-361 specifications, and all proposed materials shall be certified to meet wind and impact standards.

2) Design documents shall provide a detailed description that includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

3) Submit a refined cost estimate, to include Phase I Fees and Phase II Construction Materials and Labor.

4) This project shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Safe Room, to provide "near absolute protection". It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation ensures the safety or survival of building occupants.

D) Environmental:

1) Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

2) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

3) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for re-evaluation of compliance with the National

Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

4) The following Environmental and Historic Preservation review documentation shall be provided:
   a) Color maps including topographical and aerial with the project location clearly marked.
   b) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.
   c) Color photographs of any area with ground disturbance (electronic).
   d) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.
5) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
6) No construction work may begin until Phase II is approved by the Division and FEMA.

E) <u>Programmatic:</u>

1) A change in the scope of work must be approved by the Division and FEMA in advance regardless of the budget implications.
2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.
8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.
9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
10) This project shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Safe Room, to provide "near absolute protection". It is further

understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation ensures the safety or survival of building occupants.

11) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

12) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.

13) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

    d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

    e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

    f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-063-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on July 16, 2024; this Agreement was executed on February 21, 2025, and the Period of Performance for this project shall end on **October 31, 2027**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

Phase I –

State Contracting:	8	Months
Bidding / Local Procurement:	13	Months
Design Specifications:	10	Months
Permitting / Survey:	5	Months
Deliverables Submitted to FDEM:	3	Months
Total Period of Performance:	**39**	**Months**

BUDGET

Line-Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$0.00	$0.00	$0.00
Labor:	$0.00	$0.00	$0.00
Fees:	$601,500.00	$451,125.00	$150,375.00
Initial Agreement Amount:	**$601,500.00**	**$451,125.00**	**$150,375.00**
***Contingency Funds:	$18,045.00	$13,533.75	$4,511.25
Project Total:	**$619,545.00**	**$464,658.75**	**$154,886.25**
****SRMC**			
SRMC:	$5,977.25	$5,977.25	
SRMC-Pre-Award:	$25,000.00	$25,000.00	
SRMC Total:	**$30,977.25**	**$30,977.25**	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $18,045.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

******* Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $30,977.25 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award,** approved by FEMA in the amount of $25,000.00, with a start date of **August 2, 2023**.*

Funding Summary Totals

Federal Share:	$464,658.75	(75.00%)
Non-Federal Share:	$154,886.25	(25.00%)
Total Project Cost:	**$619,545.00**	**(100.00%)**
SRMC (100% Federal)	$30,977.25	

Attachment L
Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated

using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	**Kevin McCann**
Signature:	
Title:	**City Mayor**
Date:	

CONSENT AGENDA ITEM 305

CITY COMMISSION AGENDA | OCTOBER 26, 2026 REGULAR MEETING

TITLE

Approval of the Minutes: Monday, October 12, 2026 City Commission Regular Meeting

SUMMARY

FUNDING SOURCE

RECOMMENDATION

Staff recommends the Commission review and approve the Monday, October 12, 2026 City Commission Regular Meeting minutes as presented.

CITY COMMISSION

REGULAR MEETING MINUTES
MONDAY, OCTOBER 12, 2026

CITY HALL – COMMISSION CHAMBERS
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

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CALL TO ORDER
Mayor Kevin McCann called the Regular Meeting of Monday, October 12, 2026 of the City Commission to order at 6:33 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, absent
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
Deputy City Clerk Tristin Tarrant, present
City Clerk Erin O'Donnell, absent

Pastor Kyle Stewart, Trinity Presbyterian Church, provided the invocation which was followed by the Pledge of Allegiance.

Mayor McCann asked if there were any changes to the agenda. No changes were made and the agenda was adopted.

AWARDS AND PRESENTATIONS

100. Presentation of Resolution 2026-12 recognizing the Retirement of Deputy Chief Kevin Presley from the Winter Springs Police Department

Police Chief Matthew Tracht gave thanks and recognized Deputy Chief Kevin Presley for his three decades of service. It was shared that Deputy Chief Presley had worked in every bureau of the department and while the department was sad to see him retire, it was a well-deserved retirement after a long career of service and leadership.

Mayor McCann read Resolution 2026-12 into the record. The resolution recognizes Deputy Chief Presley's nearly 31 years of service, beginning with his joining the Police Department in November 1995. It cites his advancement through nearly every bureau and his role as a founding member and longtime commander of the SWAT team. It notes that he will retire on October 16, 2026. The resolution was presented to him with thanks from the Commission, the City Manager and City staff.

Deputy Chief Presley spoke and gave thanks to the Mayor, the Commission, the City Manager, the community and most importantly his family. Police Chief Tracht announced and invited everyone to the retirement celebration being held Wednesday at 2:00 PM at the Tuscawilla Country Club.

101. FSAWWA Region III 2026 Best Tasting Drinking Water Winner

Greg Taylor of the Florida Section of the American Water Works Association presented the city with the Region III 2026 Best Tasting Drinking Water award. Mr. Taylor also shared the city also won the People's Choice Award, which has happened only twice in at least 25 years. The city will advance to the state competition at the association's fall conference in December. The state winner will go on to the national conference in San Diego.

Director of Public Works and Utilities Clete Saunier accepted the award and thanked the Commission, the City Manager and past commissions for their support and help with improving the utility infrastructure. He recognized City staff, including Clifton Mullis, and partners from Woodard and Curran and Carollo.

INFORMATIONAL AGENDA

200. Notice of General Election - Tuesday, November 3, 2026

No discussion.

PUBLIC INPUT

Mayor McCann opened Public Input.

Karen Meyer, Winter Springs Resident, spoke to the prior meeting's stormwater pond classification and maintenance policy discussion and suggested if any commission member knows before the discussion begins that they need more time with an item that they say so and motion to remove it or postpone it from the agenda as to not waste time.

Leah Wiesman, Winter Springs Resident, reported that all three sections of the State Road 434 culvert functioned during recent heavy rain. Ms. Wiesman raised additional concerns about ADA compliance in City parks, including restroom fixture heights, door handles, missing sidewalks and playground access and invited commissioners to test park accessibility using a wheelchair.

Gina Shafer, Winter Springs Resident, congratulated Deputy Chief Presley on his retirement and thanked him for his service. Mrs. Shafer asked the Commission to consider a resolution restricting candidates running for re-election from using City Hall during election season, suggesting it provides an unfair advantage. Mrs. Shafer also suggested a "coffee with a commissioner" program be added to the 2027 calendar. Finally, Mrs. Shafer gave the opinion that the University of Florida chicken class should be required under the chicken ordinance.

Linda Freeburn, Winter Springs Resident, spoke to Item 301 (the Elected Officials Travel Policy) and asked how commissioner compensation relates to expense reports and asked that all Commission and Mayor expense reports should be made public without a public records request.

Joan Jansen, Winter Springs Resident, thanked Public Works for promptly cleaning storm grates and responding to a pond inquiry.

Mayor McCann closed Public Input.

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CONSENT AGENDA

300. Resolution 2026-21 Recognizing the Retirement of Lieutenant Tracy Fugate from the Winter Springs Police Department

No discussion.

301. Resolution 2026-22: Approval of Elected Officials Travel Policy

No discussion.

302. Police Patrol Vehicle Purchase (3)

No discussion.

303. Proposed 2027 Meeting and Holiday Calenda

No discussion.

304. Approval of the Minutes: Monday, September 28, 2026 City Commission Regular Meeting Minutes

No discussion.

MOTION TO APPROVE CONSENT AGENDA AS PRESENTED. MOTION BY COMMISSIONER BAKER. SECONDED BY COMMISSIONER BRUCE. DISCUSSION.

Commissioner Bruce expressed support for making elected officials' expense reports public like Mrs. Freeburn suggested in her public comment. Commissioner Baker also supported this request. Brief discussion ensued on the travel policy item and City Manager Sweet clarified that the payment received by a Commissioner is a taxable stipend since elected officials are not employees.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (NAY)
MOTION CARRIED: 3-1.

PUBLIC HEARINGS AGENDA

400. First Reading of Ordinance 2026-08: Backyard Chickens

MOTION TO READ BY TITLE ONLY. MOTION BY COMMISSIONER BAKER. SECONDED BY COMMISSIONER BRUCE. ALL IN FAVOR BY VOCAL VOTE. NO OPPOSITION RECORDED. MOTION CARRIED.

City Attorney Garganese read the ordinance by title into the record. The ordinance amends Chapter 20, Zoning, Article 5, Division 1 of the City Code of Ordinances to revise Section 20-413 (Animals) and add a new section allowing backyard chickens subject to codified regulations.

Community Director Terrilyn Rolle opened the item and gave brief background of the proposed ordinance. Key points were highlighted and overviewed for the Commission's consideration. The Planning and Zoning Board five recommended changes were also relayed to the Commission. Commissioner Baker, who sponsored the ordinance, provided response and suggestions for each recommendation for the Commission to consider regarding the following topics: UF-IFAS course requirement, slaughter prohibitions, structure setback requirements, animal classifications, and permit requirement concerns.

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Commissioners engaged in extended discussion on proposed changes with Commissioner Baker providing guidance and background alongside City Attorney Garganese, Chief Tracht, and appropriate staff. Consensus upon the changes deliberated will be incorporated into second reading for Commission approval and adoption.

Mayor McCann opened the Public Hearing for Item 400.

Linda Freeburn, Winter Springs Resident, urged for more public input opportunities, such as an informational meeting or citywide poll regarding this Ordinance. Mrs. Freeburn cautioned on adding additional city work until the results of Amendment 3 are released.

Gina Shafer, Winter Springs Resident, raised the question of whether code enforcement would need additional training regarding backyard chickens and suggested the matter be returned to the Planning and Zoning Board for further consideration.

Mayor McCann closed the Public Hearing for Item 400.

Brief discussion ensued on increasing the minimum baseline acreage from 0.151 to 0.25 acres and consensus was given for the change.

MOTION TO APPROVE ORDINANCE 2026-08 WITH THE RECOMMENDATION STAYING AS IS FOR UNIVERSITY OF FLORIDA COURSE, STAYING AS IS FOR NO PERMIT REQUIREMENT, TO ADD THE SETBACKS RECOMMENDED BY THE PLANNING AND ZONING BOARD, TO KEEP THE LANGUAGE OF THE ANIMAL ORDINANCES BEING CHANGED LEFT AS DRAFTED, AND REVISE THE WORDING OF [SECTION] 20-415(C)(7) TO INCLUDE AFTER SLAUGHTERING "PROCESSING FOR CONSUMPTION". MOTION BY COMMISSIONER BAKER. SECONDED BY COMMISSIONER BRUCE. DISCUSSION.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (NAY)
MOTION CARRIED: 3-1.

REGULAR AGENDA

500. New Business

Commissioner Caruso requested that the whistleblower protection policy be brought back for review and revision with recommendations.

Commissioner Bruce spoke to and wanted to clarify that aquatic vegetation control is preventative maintenance to keep algae from clogging infrastructure in the Stormwater Pond Classification and Maintenance Policy. Commissioner Bruce provided a list of public ponds staff should look at and asked when the aquatic vegetation request for proposals would be issued. Director Saunier stated that the current contractor's agreement ends in November and that staff was refining a more robust scope.

REPORTS

600. City Manager Kevin A. Sweet

City Manager Kevin Sweet thanked Deputy Chief Presley for his service, citing his professionalism, integrity and steady leadership. He also reported that he had emailed the Commission the quarterly utilities reports and the

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comprehensive annual report. The reports would be made public and that staff would work with the communications director to share them.

601. City Attorney Anthony A. Garganese

No report.

602. Deputy City Clerk Tristin Tarrant

Deputy City Clerk Tarrant reminded the Commission of the next Charter Review Committee scheduled for Thursday, October 15, 2026 at 5:30 pm.

603. Seat One Commissioner Paul Diaz

No report.

604. Seat Two Commissioner Victoria Bruce

No report.

605. Seat Three Commissioner Sarah Baker

Commissioner Sarah Baker congratulated Deputy Chief and noted that Lieutenant Fugate would be recognized at an upcoming meeting. Commissioner Baker congratulated the City on the drinking water award.

606. Seat Four Commissioner/Deputy Mayor Cade Resnick

No report.

607. Seat Five Commissioner Mark Caruso

Commissioner Caruso congratulated Deputy Chief Presley and his family on his retirement. Commissioner Caruso then raised a question regarding the investigation request from the last meeting by Deputy Mayor Resnick and clarified with the City Attorney that the request needed to be from the Commission as a whole and not a singular Commissioner. Commissioner Caruso requested a discussion on using an outside entity for the investigation to be placed on the next meeting agenda.

City Manager Sweet clarified that the direction to refer the matter to the Police Department's Internal Affairs division came from his own memo to the Chief of Police in mid-September. Further questions were asked if an investigation such as this one is permitted to be conducted internally. City Attorney Garganese stated that it is not uncommon for police departments to conduct internal investigations, but he would defer to the Chief's professional judgment, and noted the matter was ongoing and its particulars could not be discussed. City Manager Sweet clarified that Human Resources was not used because it was named in the allegations, and the Police Department's Internal Affairs was trained for employee investigations and had no conflict of interest.

Chief Tracht asked if there is a request by the Commission to change direction, it should be decided quickly so that internal affairs efforts were not wasted. It was stated to continue with the investigation. Brief questions were asked concerning the focus of the investigation with Chief Tracht advising the intent to determine whether City policy violations had occurred.

608. Mayor Kevin McCann

Mayor Kevin McCann noted his attendance at the Florida League of Cities taxation policy meeting attendance and the Seminole County Chamber Mayor's Update on Friday October 16, 2026.

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PUBLIC INPUT

Mayor McCann opened Public Input.

Karen Meyer, Winter Springs Resident, addressed the proposal made at the prior meeting to conduct a cost analysis of the Winter Springs Police Department versus outside services.

Erin Ash, Winter Springs Resident, shared an experience of calling 911 about a fire and being of hold for several minutes. Mr. Ash cautioned against compromising public safety to reduce costs.

Gina Shafer, Winter Springs Resident, urged a review of hybrid pond maintenance and suggested a spreadsheet of contractor assignments and notification process so that homeowners' associations could verify work.

Mayor McCann closed Public Input.

ADJOURNMENT

Mayor McCann adjourned the Regular City Commission meeting at 8:29 p.m.

RESPECTFULLY SUBMITTED:

_____
TRISTIN TARRANT
DEPUTY CITY CLERK

APPROVED:

_____
MAYOR KEVIN McCANN

NOTE: These Minutes were approved at the October 26, 2026 City Commission Regular Meeting.

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PUBLIC HEARINGS AGENDA ITEM 400

CITY COMMISSION AGENDA | OCTOBER 26, 2026 REGULAR MEETING

TITLE

Second Reading of Ordinance 2026-08: Backyard Chickens

SUMMARY

Commissioner Baker previously presented information to the City Commission about the possibility of the City adopting a chicken ordinance similar to Seminole County and other local jurisdictions. At the request of the City Commission, the Community Development Department subsequently worked with Commissioner Baker, City Manager's Office, Code Enforcement, and the City Attorney's Office to draft proposed changes to Chapter 20, Zoning, Article V, Supplemental District Regulations, Division 1, to revise Section 20-413, Animals, and add a new Section 20-415, Backyard Chickens, to allow keeping of backyard chickens on properties occupied with single-family homes. On October 1, 2026, the Planning and Zoning Board (Local Planning Agency) conducted a public hearing on Ordinance 2026-08 and recommended approval to City Commission. On October 12, 2026, the City Commission conducted a public hearing for the first reading of Ordinance 2026-08.

FUNDING SOURCE

RECOMMENDATION

Staff recommends that the City Commission hold a Public Hearing for the second reading and adoption of Ordinance 2026-08.

Second Reading

ORDINANCE NO. 2026-08

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, AMENDING THE CITY OF WINTER SPRINGS CODE OF ORDINANCES CHAPTER 20, *ZONING*, ARTICLE V, *SUPPLEMENTAL DISTRICT REGULATIONS*, DIVISION 1, *GENERALLY*, TO REVISE SECTION 20-413, *ANIMALS*, AND ADD A NEW SECTION 20-415, *BACKYARD CHICKENS*, TO ALLOW THE KEEPING OF BACKYARD CHICKENS SUBJECT TO THE CODIFIED REGULATIONS ESTABLISHED HEREIN; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the City of Winter Springs 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 166, Florida Statutes, the Municipal Home Rule Powers Act, provides for the ability of the City of Winter Springs to enact legislation concerning any subject matter upon which the state Legislature may act, subject to limited exceptions as provided therein; and

WHEREAS, residents of the City of Winter Springs have expressed interest in establishing a backyard chicken program similar to those adopted by Seminole County and other local jurisdictions; and

WHEREAS, the City Commission wishes to allow the keeping of chickens on properties with occupied single-family homes, subject to the terms, conditions, and restrictions set forth in this Ordinance; and

WHEREAS, to balance the interests of chicken keepers, protect the welfare of the animals, and minimize potential impacts on neighboring residents, the City Commission finds it necessary to implement regulations governing the keeping of backyard chickens; and

WHEREAS, the City Commission of the City of Winter Springs, Florida, hereby finds this Ordinance to be in the best interest of the public health, safety, and welfare of the citizens Winter Springs.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS THAT:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Commission of the City of Winter Springs.

Section 2. **Amendment to Chapter 20, *Zoning*.** Chapter 20, *Zoning*, of the Code of Ordinances of the City of Winter Springs, Florida, is hereby amended as follows (underlined type indicates additions to the City Code and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the 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 V. – SUPPLEMENTAL DISTRICT REGULATIONS

DIVISION 1. – GENERALLY

* * *

Sec. 20-413. – Animals.

~~No one shall keep the following animals in R-1, R-1A and R-1AA residential zone areas: Horses, cows, pigs, chickens, geese, goats or any other fowl or livestock.~~

The keeping of horses, cows, pigs, geese, goats, or any other fowl or livestock is prohibited unless specifically authorized within a particular zoning district. The keeping of backyard chickens is regulated by Section 20-415 of the City Code.

* * *

~~**Sec. 20-415. - Reserved.**~~
~~Editor's note— Former section 20-415 pertained to the number of dogs or cats sufficient to be considered a kennel a derived from Ord. No. 44, § 44.79, adopted Jan. 1, 1968.~~

Sec. 20-415. – Backyard Chickens.

(a) *Intent, definitions, and applicability*.

(1) The intent of this Section is to create and implement a Backyard Chicken Program within the jurisdictional limits of the City of Winter Springs.

(2) For the purpose of this Section, the term "*chicken*" refers to female chickens (or "*hens*") only. The keeping of male chickens or "*roosters*" shall not be allowed under this Section.

(3) This Section does not authorize persons to violate applicable restrictive covenants or homeowners' association rules and regulations. Persons keeping backyard

chickens are completely and solely responsible for compliance with all applicable restrictive covenants and homeowners' association rules and regulations.

(4) The term "*predators*" refers to carnivorous and omnivorous animals which may predate on chickens, including but not limited to, bears, raccoons, alligators, coyotes, bobcats, snakes, and hawks or other birds of prey.

(5) The term "*lot*" or "*subject property*" refers to the occupied single-family lot keeping backyard chickens.

(b) *Chickens allowed*. Backyard chickens shall be allowed within the jurisdictional limits of the City of Winter Springs, subject to the conditions and restrictions outlined in this Section, on all lots which contain an occupied detached, single-family home.

(c) *General conditions*.

(1) Persons keeping backyard chicken under this Section are recommended to successfully complete a University of Florida Agricultural Extension Service (UF IFAS) class, or an equivalent class on the best practices for health, care, raising, and safety of chickens.

(2) Persons keeping backyard chickens pursuant to this Section: (a) agree to comply with the terms and conditions of this Section; and (b) upon reasonable verification of facts establishing a probable violation of this Section, grant the City, including its code enforcement officers and other authorized employees, a right of entry onto the subject property, including the rear yard, for the limited purpose of inspecting the property to determine compliance with this Section.

(3) The maximum number of chickens which are allowed to be kept on one single-family residential lot are as follows:

Lot Size	**Maximum Number of Chickens Allowed**
0.15 or less acres	Chickens not allowed
0.151 – 0.5 acres	4 chickens
0.51 – 1.0 acres	6 chickens
1.01 – 2.0 acres	12 chickens
Greater than 2.0 acres	20 chickens

(4) Backyard chickens must be kept within a coop or enclosure and may not be released or set free to roam unless under the direct supervision of their owner in

compliance with this Section. Such supervised roaming must be confined to the backyard of the subject property.

(5) Geese, turkeys, peafowl, pigeons, and male chickens/roosters are not allowed under the provisions of this Section.

(6) Backyard chickens must be kept for personal use only. Selling chickens, eggs, feathers, or chicken manure, or the breeding of chickens for commercial purposes is prohibited.

(7) Backyard chickens may not be bred or slaughtered and processed on the premises for consumption. Backyard chickens shall not be used or trained for the purpose of fighting for amusement, sport, or financial gain.

(8) The chicken coop and enclosure must be screened from the view of neighboring properties. Screening must be accomplished using an opaque fence and/or landscape screen (existing vegetation may be used if such existing vegetation is sufficient to create an opaque screen).

(9) All applicable building permits must be obtained prior to constructing fences and enclosures to house chickens.

(10) Deceased chickens must be properly disposed of within twenty-four (24) hours of expiring and in accordance with Florida law. Residents may contact a University of Florida Agricultural Extension Service office for requirements regarding proper disposal methods.

(11) No manure may be allowed to accumulate on the floor of the coop or ground. Persons keeping backyard chickens must implement a manure management program, whereby the coop and enclosure are cleaned regularly. For example, a fly-tight bin for storage of manure could be utilized; the size of which must be sufficient to contain all accumulations of manure. A manure box inside the coop is recommended. The fly-tight bin must be kept at least twenty (20) feet away from all property lines. Composting of chicken manure may be allowed in the enclosed fly-tight bin. No perceptible odor shall emanate from the manure storage/composting bin.

(d) *Location requirements for chicken coops and enclosures*.

(1) Chicken coops and fenced enclosures ("*runs*") must be in the rear/back yard (behind the home) and setback a minimum of five (5) feet from the side property line, five (5) feet from the rear property line, and twenty (20) feet from the closest exterior wall of the nearest neighboring residence. No coop or enclosure is allowed in any front or side yard. "*Yard*," as used in this provision, references location, not building setback area.

(2) If the coop structure exceeds one hundred and twenty (120) square feet in size, a building permit is required.

(3) The coop must be covered and ventilated, and a fenced enclosure/run is required. The coop and enclosure must be completely secured from predators, including all openings, ventilation holes, doors, and gates. Fencing or roofing is required over the run/enclosure in addition to the coop. The coop must be tied down or otherwise secured to resist wind and severe weather.

(4) All stored feed must be kept in a rodent and predator-proof container or otherwise stored inside of a secured structure.

(5) The coop must provide a minimum of four (4) square feet per chicken. The run/enclosure must provide a minimum of ten (10) square feet of run per chicken, and must be of sufficient size to allow free movement of the chickens. The coop may not be taller than eight (8) feet, measured from the natural grade, and must be easily accessible for cleaning and maintenance. Coops may not exceed a maximum of two hundred forty (240) square feet.

(e) *Health, sanitation, and nuisance.*

(1) Backyard chickens must be kept within a coop and run/enclosure and may not be allowed to roam outside the subject property. Backyard chickens may not be released or set free from such coop or enclosure unless the chickens are under the direct supervision of their owner. Chickens may be allowed to roam outside the coop and run within their owner's backyard under the immediate supervision of their owners for limited periods of time for purposes of socializing, interaction, and cleaning of the coop and run.

(2) Chicken coops and runs/enclosures must always be maintained in a clean and sanitary condition. Coops and runs/enclosures must always be kept free of rodents and other pests. The keeping of chickens subject to this Section must be conducted in a manner that does not create any nuisance condition in the form of odor, noise, or pests, or contribute to any other nuisance condition. No objectionable odor which emanates from the chickens or coop/run/enclosure shall be perceptible to neighboring properties.

(3) In a public health emergency declared by the Seminole County Health Department, including, but not limited to, an outbreak of Avian Flu or West Nile virus, immediate corrective action may be required in accordance with applicable public health regulations and procedures. Persons keeping backyard chickens must comply with required corrective action.

(f) *Violations*.

(1) In the event that a violation of this Section occurs, the City has the right to undertake one (1) or more of the following remedies or actions:

a. Institute code enforcement proceedings and prosecute code violations against the violator and the property owner of the real property where the violation occurs;

b. Issue a civil citation as a Class III violation to the violator for each violation in accordance with Section 2-69.3 of the City of Winter Springs Code of Ordinances;

c. Take any other action or remedy authorized by law or in equity, including, but not limited to, instituting an action in court to enjoin violating actions, in which case the violating person shall be liable to the City for reimbursement of the City's attorneys' fees and costs concerning such action; and/or

(2) Each violation of this Section shall be considered a separate offense.

* * *

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 City Charter.

ADOPTED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the 26th day of October, 2026.

_____
KEVIN McCANN, 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:	October 12, 2026
Legal Ad:	_____
Second Reading:	October 26, 2026
Effective Date:	_____

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: October 12, 2026**
Second Reading: October 26, 2026

Ordinance Number: **2026-08**

Posted To Webpage: Monday, September 21, 2026

Date of Publication: Monday, September 21, 2026

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, AMENDING THE CITY OF WINTER SPRINGS CODE OF ORDINANCES CHAPTER 20, *ZONING*, ARTICLE V, *SUPPLEMENTAL DISTRICT REGULATIONS*, DIVISION 1, *GENERALLY*, TO REVISE SECTION 20-413, *ANIMALS*, AND ADD A NEW SECTION 20-415, *BACKYARD CHICKENS*, TO ALLOW THE KEEPING OF BACKYARD CHICKENS SUBJECT TO THE CODIFIED REGULATIONS ESTABLISHED HEREIN; 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

__ 7. Ordinances enacted to implement the following:

__ a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

__ b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

__ c. Sections 190.005 and 190.046;

__ d. Section 553.73, relating to the Florida Building Code; or

__ e. 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 V, Supplemental District Regulations, Division 1, to revise Section 20-413, Animals, and add a new Section 20-415, Backyard Chickens, to allow keeping of backyard chickens on properties occupied with single-family homes.

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:
- Not applicable

Part IV.
Additional Information the City Commission may find useful (if any):
- Not applicable

Scammers posing as FBI stole 18K from elderly Windermere resident, cops say

Police are asking for the public's help in identifying suspects

By Silas Morgan
ORLANDO SENTINEL

Windermere police are asking for the public's help in identifying scammers who allegedly stole $18,000 from an elderly woman while posing as FBI agents.

The scammers contacted the 82-year-old woman by phone and convinced her they were FBI agents investigating bank fraud. They arranged for her to give them $18,400, Windermere police said in a Tuesday news release.

One of the scammers, a woman posing as an FBI courier, drove to the victim's home Tuesday in a silver Toyota and picked up the money, which had been stored in a shoebox, according to the release. She was caught on surveillance footage, although her faced is obscured.

Windermere police Chief David Ogden asked the public for assistance in identifying the woman in the footage and urged people to stay on alert for similar threats.

"Please talk with your loved ones about these scams," Ogden said. "If someone claiming to represent law enforcement asks you to withdraw money and hand it to a courier, stop and contact your local police department."

Anyone with information about the scheme is asked to contact Windermere police Sgt. John Allen at 407-909-5306 or jallen@windermere.gov. The investigation remains ongoing.





Royal Caribbean International President and CEO Michael Bayley poses with Rover, who holds the official title of Chief Dog Officer on board Royal Caribbean's Icon of the Seas.

Rover and Sailor were the first two chief dog officers on board Royal Caribbean's Icon-class ships. The newest CDO will be named Dolly. **PHOTOS COURTESY ROYAL CARIBBEAN**

Royal Caribbean pays homage to Dolly Parton with name of newest chief dog officer

By Patrick Connolly
ORLANDO SENTINEL

Royal Caribbean has announced the name of its next chief dog officer, naming its next onboard golden retriever after the late Dolly Parton.

Dolly will sail aboard the forthcoming Hero of the Seas, the fourth Icon-class vessel set to debut in summer 2027 out of PortMiami. Royal Caribbean CEO Michael Bayley asked for help on social media in naming the newest canine chief.

After an initial vote, Royal Caribbean narrowed the options down to Hero, Scout, Marina, Pearl, Coco, Coral and Sandy. Dolly was added to the list by overwhelming demand.

"Ladies and Gentlemen, the final results are in! The esteemed panel ratified the popular vote for the name most voted for! The Hero of the Seas' new Chief Dog Officer's name will be 'Dolly,'" Bayley posted.

The superstar singer-songwriter died in August at 80 years old following a brief battle with cancer. Through her philanthropic work donating books to children and her chart-topping country hits, Parton touched the lives of millions around the world.

Commenters on Bayley's name announcement suggested adding a small library for kids on board the ship and naming Miley Cyrus as the ship's godmother, as Parton was her godmother.

The cruise line introduced the title of chief dog officer with Icon of the Seas in 2024, which is now home to Rover. Sailor sails on Star of the Seas and Skipper on Legend of the Seas. The dogs live full-time on the ships, taking daily walks, greeting guests and acting as ambassadors of cuddles and fun.

Find me @PConnPie on Instagram or send me an email: pconnolly@orlandosentinel.com. Stay up to date with our latest travel, arts and events coverage by subscribing to our newsletters at orlandosentinel.com/newsletters.

CITY OF CASSELBERRY, FLORIDA
NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF PROPOSED ORDINANCE

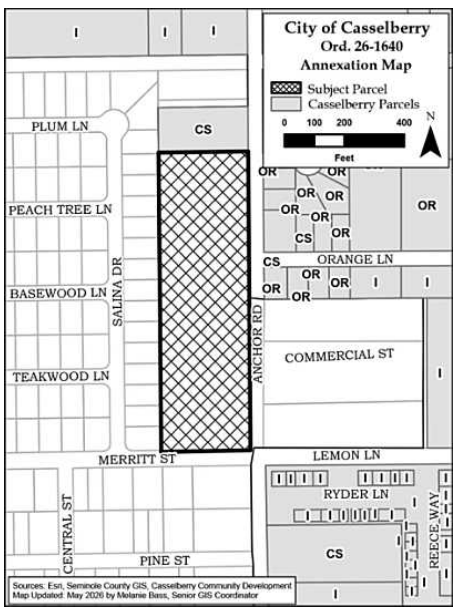
TO WHOM IT MAY CONCERN:

NOTICE IS GIVEN by the City of Casselberry, Florida, that the City Commission will hold a public hearing to consider enactment of an ordinance entitled:

ORDINANCE 26-1640

AN ORDINANCE OF THE CITY OF CASSELBERRY, FLORIDA, RELATING TO VOLUNTARY ANNEXATION; MAKING FINDINGS; ANNEXING TO AND INCLUDING WITHIN THE CORPORATE LIMITS OF THE CITY OF CASSELBERRY, FLORIDA, CERTAIN LANDS GENERALLY LOCATED AT 1264 MERRITT STREET; REDEFINING THE CORPORATE LIMITS OF THE CITY OF CASSELBERRY, FLORIDA; PROVIDING FOR THE INTERIM PROVISION OF LAND DEVELOPMENT REGULATIONS; PROVIDING THAT EFFECTIVE IN ACCORDANCE WITH LAW, THE PROPERTY TO BE ANNEXED SHALL BE ASSESSED FOR PAYMENT OF MUNICIPAL AD VALOREM TAXES; DIRECTING THE CITY CLERK TO FILE COPIES OF THE ORDINANCE WITH THE SEMINOLE COUNTY CLERK OF THE CIRCUIT COURT, THE CHIEF ADMINISTRATIVE OFFICER OF SEMINOLE COUNTY, AND THE FLORIDA DEPARTMENT OF STATE; REPEALING IN ITS ENTIRETY ORDINANCE 26-1636 DUE TO ERRORS IN THE LEGAL DESCRIPTION; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE..

The subject property is ±6.84 acres and is generally located 1264 Merritt Street, Altamonte Springs, FL 32701.



This notice is pursuant to the provisions of Chapters 166 and 171, *Florida Statutes*, Charter and Ordinances of the City of Casselberry, Florida as amended and supplemented. The subject annexation generally meets the statutory criteria for voluntary annexation as established in Chapter 171, *Florida Statutes*.

The City Commission will consider Ordinance 26-1640 on second and final reading on **Monday, October 26, 2026 at 5:30 p.m.** or as soon thereafter as possible, in the Casselberry City Hall Commission Chambers, 95 Triplet Lake Drive, Casselberry, Florida. At the meeting, interested parties may appear and be heard with respect to the proposed Ordinance. This hearing may be continued from time to time until final action is taken by the City Commission. Copies of the proposed Ordinance and complete legal description by metes and bounds of the property are available at City Hall with the City Clerk and the same may be inspected by the public.

Publish Dates:
October 15, 2026 and October 22, 2026

Donna G. Gardner, CMC,FCPC
City Clerk

Persons are advised that, if they decide to appeal any decision made at these meetings/hearings, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105, Florida Statutes. Persons with disabilities needing assistance to participate in any of these proceedings should contact the A.D.A. Coordinator 48 hours in advance of the meeting at (407) 262-7700, Ext. 1150.

NOTICE OF PUBLIC HEARING

CITY OF WINTER SPRINGS

NOTICE IS HEREBY GIVEN THAT THE CITY COMMISSION PROPOSE TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 2026-08

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, AMENDING THE CITY OF WINTER SPRINGS CODE OF ORDINANCES CHAPTER 20, ZONING, ARTICLE V, SUPPLEMENTAL DISTRICT REGULATIONS, DIVISION 1, GENERALLY, TO REVISE SECTION 20-413, ANIMALS, AND ADD A NEW SECTION 20-415, BACKYARD CHICKENS, TO ALLOW THE KEEPING OF BACKYARD CHICKENS SUBJECT TO THE CODIFIED REGULATIONS ESTABLISHED HEREIN; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

CITY COMMISSION PUBLIC HEARINGS FOR SECOND READING WILL BE HELD ON MONDAY, OCTOBER 26TH, 2026 AT 6:30 PM OR SOON THEREAFTER IN THE COMMISSION CHAMBERS LOCATED AT WINTER SPRINGS CITY HALL, 1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

THE CITY COMMISSION RESERVES THE RIGHT TO POSTPONE OR CONTINUE THE PUBLIC HEARING ON THIS ORDINANCE AT THIS MEETING WITHOUT FURTHER NOTICE.

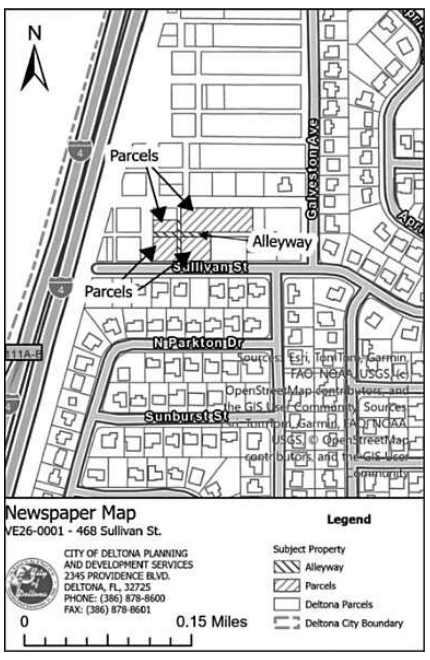
The proposed ordinance may be obtained by interested parties between 8 a.m. and 5 p.m., Monday through Friday, from the office of the City Clerk, located at 1126 E. SR 434, Winter Springs, Florida. For more information, call (407) 327-1800 #237. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Employee Relations Department Coordinator, 48 hours in advance of the meeting at (407) 327-1800, #236. This is a public hearing. Interested parties are advised that they may appear at the meeting and be heard with respect to the proposed resolutions. If you decide to appeal any recommendation or decision made by the City Commission with respect to any matter considered at this meeting, you will need a record of the proceedings, and for such purposes, you may need to ensure that a verbatim record of the proceedings is made upon which the appeal is based.

NOTICE OF PUBLIC HEARING

The City of Deltona, Florida will hold a public hearing on the following:

RESOLUTION NO. 2026-86

A RESOLUTION OF THE CITY OF DELTONA, FLORIDA; VACATING AND ABANDONING CERTAIN PLATTED ALLEY RIGHTS-OF-WAY, CONSISTING OF 25-FOOT-WIDE AND 15-FOOT-WIDE ALLEYWAYS SITUATED WITHIN BLOCK "20", BEAUTY SPOT ORANGE CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 199 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR RECORDING IN THE PUBLIC RECORDS; PROVIDING FOR CONFLICTS, SEVERABILITY, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.



A Public Hearing will be held as follows:

City Commission – October 26, 2026, at 6:30 p.m.

at City Hall, 2345 Providence Boulevard, Deltona, Florida.

All interested parties are invited to provide their comments, views, and objections to the Deltona City Commission as part of the Public Hearing. The failure of a person to appear during said public hearing and to object either in person or in writing to said case may severely restrict the ability of such a person to contest it at a later date.

The associated paperwork may be inspected by the public at the Deltona City Hall, 2345 Providence Blvd., Deltona, Florida, Monday – Friday, 8:00 a.m. – 5:00 p.m. For further information, contact the City Clerk's Office at (386) 878-8500. The date, time and place of any continuance of the above scheduled public hearing will be announced at said public hearing and no further notice regarding said continuance is required to be published.

If a person decides to appeal any decision made by the Deltona City Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not provide this verbatim record.

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Manager in writing at CityManager@deltonafl.gov or to Deltona City Hall, 2345 Providence Blvd., Deltona, FL 32725 at least 48 hours prior to the meeting at which the person wishes to attend. The City is not permitted to provide the use of human physical assistance to physically handicapped persons in lieu of the construction or use of ramps or other mechanical devices in order to comply with Florida law. If proper accommodations for handicapped access cannot be made at a particular public meeting venue pursuant to a timely written request under Section 286.26 F.S., the City Manager shall change the venue of that meeting to a location where those accommodations can be provided.

All parties in interest and persons for or against aforementioned items will be given an opportunity to be heard at said Public Hearing.

Joyce Raftery, CMC, MMC
City Clerk, City of Deltona

If you should have any questions regarding the above ad, please contact my office at (386) 878-8500. Thank you.

Sincerely,

/s/ *Joyce Raftery*
Joyce Raftery, CMC, MMC
City Clerk, City of Deltona

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To:
City Of Winter Springs - 105570
1126 E State Road 434
Winter Springs, FL 32708-2715

Bill To:
City Of Winter Springs - 105570
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 NO. 2026-08 Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on 15 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 15 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

158752

NOTICE OF PUBLIC HEARING

CITY OF WINTER SPRINGS

NOTICE IS HEREBY GIVEN THAT THE CITY COMMISSION PROPOSE TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 2026-08

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, AMENDING THE CITY OF WINTER SPRINGS CODE OF ORDINANCES CHAPTER 20, ZONING, ARTICLE V, SUPPLEMENTAL DISTRICT REGULATIONS, DIVISION 1, GENERALLY, TO REVISE SECTION 20-413, ANIMALS, AND ADD A NEW SECTION 20-415, BACKYARD CHICKENS, TO ALLOW THE KEEPING OF BACKYARD CHICKENS SUBJECT TO THE CODIFIED REGULATIONS ESTABLISHED HEREIN; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

CITY COMMISSION PUBLIC HEARINGS FOR SECOND READING WILL BE HELD ON MONDAY, OCTOBER 26TH, 2026 AT 6:30 PM OR SOON THEREAFTER IN THE COMMISSION CHAMBERS LOCATED AT WINTER SPRINGS CITY HALL, 1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

THE CITY COMMISSION RESERVES THE RIGHT TO POSTPONE OR CONTINUE THE PUBLIC HEARING ON THIS ORDINANCE AT THIS MEETING 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, located at 1126 E. SR 434, Winter Springs, Florida. For more information, call (407) 327-1800 #237. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Employee Relations Department Coordinator, 48 hours in advance of the meeting at (407) 327-1800, #236. This is a public hearing. Interested parties are advised that they may appear at the meeting and be heard with respect to the proposed resolutions. If you decide to appeal any recommendation or decision made by the City Commission with respect to any matter considered at this meeting, you will need a record of the proceedings, and for such purposes, you may need to ensure that a verbatim record of the proceedings is made upon which the appeal is based.

158752

PUBLIC HEARINGS AGENDA ITEM 401

CITY COMMISSION AGENDA | OCTOBER 26, 2026 REGULAR MEETING

TITLE

Winter Springs Dentistry – SR 434/419 and Michael Blake Boulevard – Site/Final Engineering Plans, Aesthetic Review, Waivers, and Development Agreement

SUMMARY

The Community Development Department requests that the Planning & Zoning Board hold a Public Hearing to consider applications for Site/Final Engineering Plans, Aesthetic Review, Waivers, and Development Agreement regarding the applicant's request to establish a dental office in the Town Center District, T5 Transect.

FUNDING SOURCE

RECOMMENDATION

Staff recommends that the Planning & Zoning Board recommend approval of the Site/Final Engineering, Aesthetic Review, Waivers, and Development Agreement, subject to the following conditions of approval:

1. Execution of the Development Agreement shall occur before any construction takes place at the subject property.
2. All grass on the Property shall be Bahia grass. No St. Augustine grass or grass types with low drought tolerance shall be permitted.
3. Winter Springs Dentistry shall substantially commence vertical construction of Phase 2 – the 3,240 square foot expansion of the office building and associated parking facilities – within two (2) years of the date on which the City issues a Certificate of Occupancy for Phase 1.

Winter Springs Dentistry

City Commission

John Rabon, JD, MPA

Senior Planner

Background

Property Address: East/Northeast of the intersection of State Road 434 and Michael Blake Blvd
(± 0.50 acres)

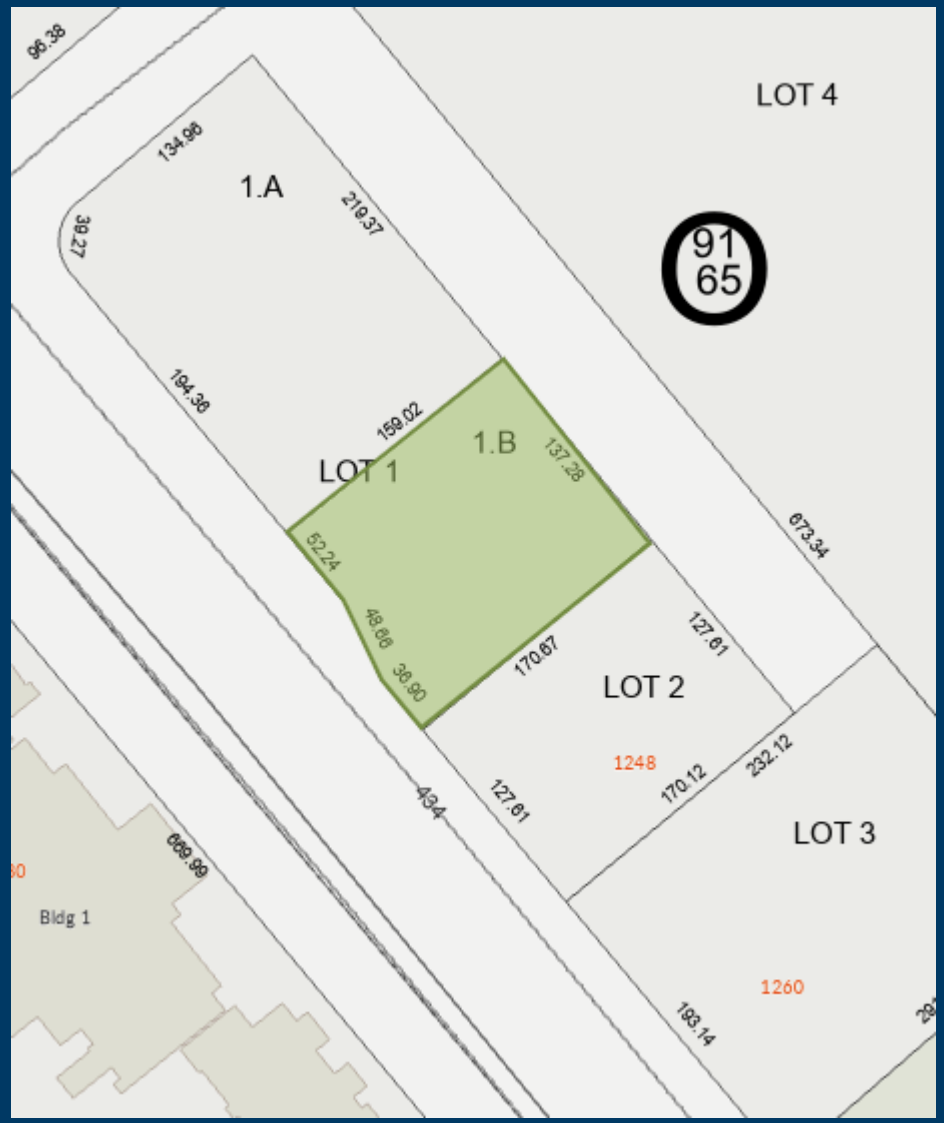
April 1, 2026: Preapplication Meeting (PREM-2026-0038)

June 10, 2026: Site Plan Application (FEDP-2026-0025); Aesthetic Review Application (AERV-2026-0014)

June 18, 2026: Setback Waiver Application (WAIV-2026-0027); Building Orientation (WAIV-2026-0026); Streetscape (WAIV-2026-0025)

August 18, 2026: Awnings Waiver Application (WAIV-2026-0028

August 27, 2026: Development Agreement Application (DVAG-2026-0018)



Winter Springs Dentistry
FEDP-2026-0025

City Commission

October 26, 2026

Background

September 17, 2026: Public Notice Letters & Signage

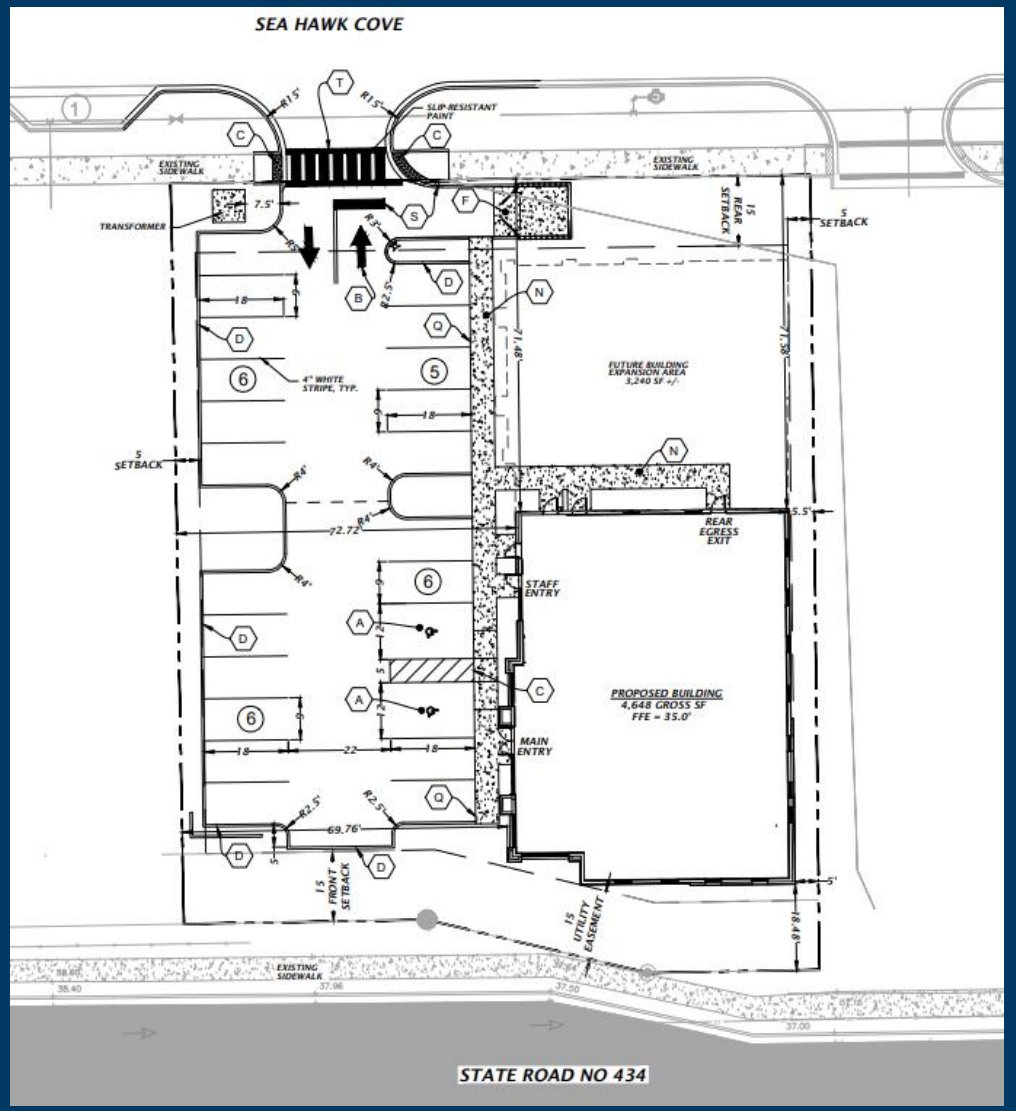
October 1, 2026: Planning & Zoning Board Public Hearing

October 26, 2026: City Commission Public Hearing

Applicant: Bella Dental, P.A.

- Located at corner of Sate Road 434 and Michael Black Blvd.
- Proposal is to establish a dentist's office on Lot 1B.
- Property is zoned Town Center District, T-5 Transect.
- Applicant has submitted a Final Engineering/Site Plan, Aesthetic Review, Development Agreement, and Waivers for the streetscape, building orientation, setbacks, and awning clearance.

Site Plan

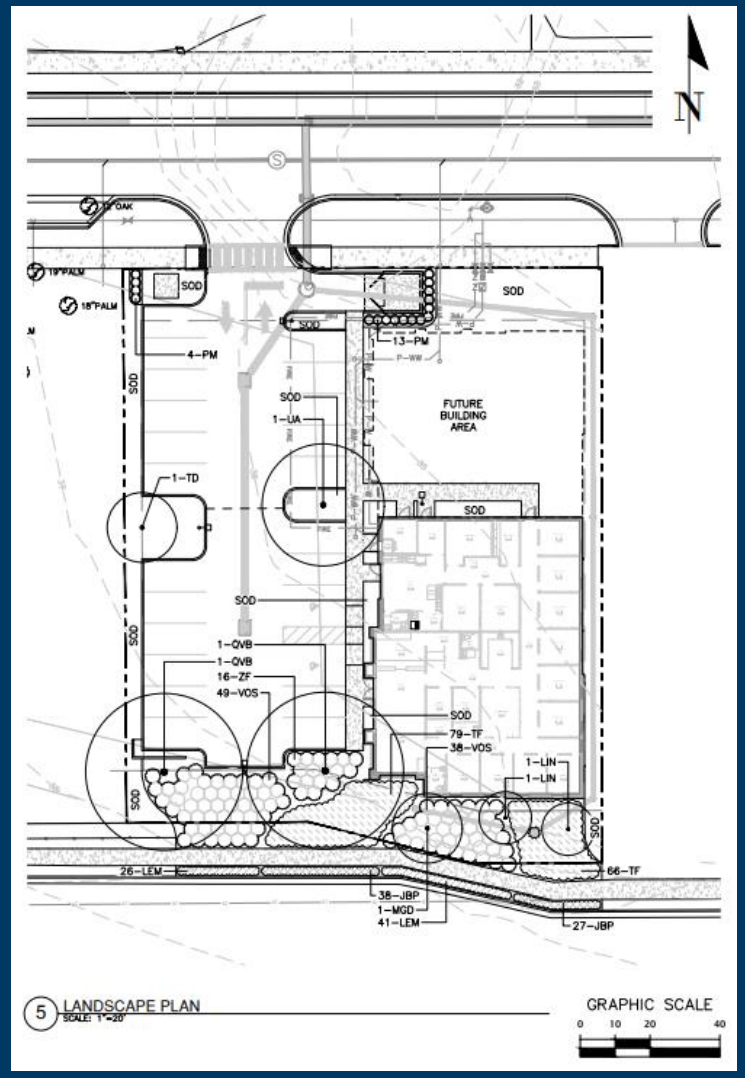


Winter Springs Dentistry
FEDP-2026-0025

City Commission

October 26, 2026

Landscape Plan



Winter Springs Dentistry
FEDP-2026-0025

City Commission

October 26, 2026

Elevations



Winter Springs Dentistry
FEDP-2026-0025

City Commission

October 26, 2026

Proposed Conditions

Staff recommends that the Planning & Zoning Board recommend approval of the Site/Final Engineering, Aesthetic Review, Development Agreement, Waivers for the streetscape and awnings, ,subject to the following conditions of approval:

1. Execution of the Development Agreement shall occur before any construction takes place at the subject property.
2. All grass on the Property shall be Bahia grass. No St. Augustine grass or grass types with low drought tolerance shall be permitted.
3. Winter Springs Dentistry shall substantially commence vertical construction of Phase 2 – the 3,240 square foot expansion of the office building and associated parking facilities – within two (2) years of the date on which the City issues a Certificate of Occupancy for Phase 1.

Winter Springs Dentistry
FEDP-2026-0025

ANY QUESTIONS?

City Commission

October 26, 2026

COMMUNITY DEVELOPMENT

PUBLIC HEARINGS AGENDA ITEM

CITY COMMISSION
MONDAY, OCTOBER 26, 2026
REGULAR MEETING

TITLE

Winter Springs Dentistry – SR 434/419 and Michael Blake Boulevard – Site/Final Engineering Plans, Aesthetic Review, Waivers, and Development Agreement.

SUMMARY

The Community Development Department requests that the City Commission hold a Public Hearing to consider applications for Site/Final Engineering Plans, Aesthetic Review, Waivers, and Development Agreement regarding the applicant's request to establish a dental office in the Town Center District, T5 Transect.

General Information			
Applicant	Bella Dental, P.A.		
Property Owner(s)	MR 434 Holdings, LLC (formerly owned by Tuskawilla Retail Partners II LLC)		
Location	East/Northeast of the intersection of State Road 434 and Michael Blake Blvd in the Blake Commons Subdivision		
Tract Size	±0.50 Acres		
Parcel ID Number	06-21-31-510-0000-001B		
Zoning Designation	Town Center District, T-5 Transect		
FLUM Designation	Town Center District		
Adjacent Land Use	North: Seminole Crossing Townhomes East: 7Brew		South: State Road 434 West: Vacant
Height	22', 5" two-story		
Setbacks	Front: 25 ft, minimum, 50 ft. maximum	Rear: 15 ft. minimum	Side: 5 ft. minimum, 100 ft. maximum
Development Standards	Lot Coverage 100%		
Development Permits	Not applicable		
Development Agreement	Pending – Prior Development Agreements with Winter Springs Holdings, Inc., recorded at ORB 8446, Page 1131, and First Modification at ORB 8852, Page 1719. Prior Development Agreements with immediate prior		

	predecessor in interest Tuskawilla Retail Parters II, LLC, recorded at ORB 10887 PG 649, First Modification recorded at ORB 10955 PG 1757, Second Modification recorded at ORB 10966 PG 1622, as edited to correct a scrivener's error at ORB 10973 PG 1437.
Code Enforcement	Not applicable
City Liens	Not applicable

Background Information:

The site to be developed consists of one lot, totaling 0.50 acres, more or less, which is part of the Blake Commons subdivision as recorded on the plat thereof. The proposed development is a dentist's office, Winter Springs Dentistry, and associated parking facilities. Winter Springs Dentistry is proposed to be located on Lot 1B of the Blake Commons subdivision. Lot 1B was originally part of Blake Commons Lot 1, as recorded on the Blake Commons Plat, SUBD-2024-0001, Seminole County Plat Book 91, Page 65. Lot 1, Blake Commons, was further subdivided into two resulting lots by the City of Winter Springs Via a lot split, Resolution 2026-0006. The former Lot 1, Blake Commons is now identified as Lot 1B, the subject property, and Lot 1A, which remains vacant.

The proposed development is located in the City of Winter Springs Town Center district, T5 Transect. The applicant is proposing to construct a 4,648 square foot dental office and a future expansion of 3,240 square feet as well as an associated parking lot to meet the business's growing needs. Offices, including medical and dental offices are a permitted use in the Town Center District, T5 Transect.

Public Notices:

Notices were mailed to all owners of real property adjacent to and within approximately five hundred (500) feet of the subject property and all Homeowner's Associations on file with the City of Winter Springs on September 17, 2026.

A Community Workshop was held on July 22, 2026, at 6:00 PM at Winter Springs Dentistry. There were no objections raised at the Community Workshop regarding the proposed development. Please see (Exhibit "1") Community Workshop Flyer and (Exhibit "2") Community Workshop Attendance.

Analysis of Final Engineering Plans (Sec. 20-33.1) Criteria:
The criteria for Final Engineering Plans are provided and analyzed below:

(a) Site and final engineering plans and the subdivision of land shall also be subject to the technical requirements set forth in Chapter 9 of the City Code. It is the intent of this section to apply to applications for site and final engineering plans and to

any subdivision of land requiring a plat, if applicable, and does not include review and approval of a lot split application.

Please see the discussion below regarding technical requirements of Chapter 9. The Final Engineering Plans have been reviewed by the City's contract engineer, who concluded that the Plans satisfy the technical requirements. provided the conditions of approval set forth below are met.

(b) Except in situations involving one (1) single-family home, the Planning and Zoning Board shall be required to review all site and final engineering plan and subdivision of land applications and make a written recommendation to the City Commission. Such recommendation shall include the reasons for the board's recommendation and show the board has considered the applicable criteria set forth in this section.

(c) Upon receipt of the planning and zoning board's recommendation, the City Commission shall make a final decision on the application. If the City Commission determines that the planning and zoning board has not made a recommendation on an application within a reasonable period of time, the City Commission may, at its discretion, consider an application without the planning and zoning board's recommendation.

Except in situations involving one (1) single-family home, all site and final engineering plan and subdivision recommendations and final decisions shall be based on whether the site and final engineering plan and subdivision of land comply with all the technical requirements set forth in chapter 9 of the City Code and the following criteria to the extent applicable:

(1) Whether the applicant has demonstrated the site and final engineering plan and subdivision of land, including its proposed density, height, scale and intensity, hours of operation, building and lighting design, setbacks, buffers, noise, refuse, odor, particulates, smoke, fumes and other emissions, parking and traffic-generating characteristics, number of persons anticipated using, residing or working under the plan, and other off-site impacts, is compatible and harmonious with adjacent land uses, and will not adversely impact land use activities in the immediate vicinity.

Analysis: Subject to the Conditions of Approval, Staff finds that the proposed Development is compatible and harmonious with adjacent land uses and will not adversely impact land use activities in the immediate vicinity. The height is within the limits of the Town Center District, T5 Transect as it is two stories with fake second story and does not exceed five stories. Additionally, parking requirements for the dentist's office as well as a future medical office expansion are reflected within the Parking Analysis and will meet the needs of the development in Phase 1 as well as the Phase 2 expansion. The Town Center district is also home to several medical offices and Winter Springs Dentistry has already been operating within the Town Center in the Winter Springs Town Center development.

(2) Whether the applicant has demonstrated the size and shape of the site, the proposed access and internal circulation, and the design enhancements to be adequate to accommodate the proposed density, scale and intensity of the site and final engineering plan requested. The site shall be of sufficient size to accommodate design amenities such as screening, buffers, landscaping, open space, off-street parking, safe and convenient automobile, bicycle, and pedestrian mobility at the site, and other similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.

Analysis: Staff finds that the Applicant has demonstrated that the size and shape of the site, the proposed access and internal circulation, and the design enhancements to be adequate to accommodate the proposed density, scale, and intensity of the site and final engineering plan requested. The development also provides twenty-three (23) parking spaces per the Parking Analysis, based upon the total 6,961 sf (4,648 sf for the Phase 1 office building and 3,240 sf area reserved for the Phase 2 expansion). Staff find that this is adequate to meet the needs of the dentist's office and its Phase 2 expansion. The passage of the lot split LSPL-2025-0007, has allowed for a site that will accommodate the 4,648 sf dental office building, a 3,240 square foot office expansion, and design amenities.

(3) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on the local economy, including governmental fiscal impact, employment, and property values.

Analysis: Staff finds that the proposed site and final engineering plan and subdivision of land will not have an adverse impact on the local economy, including governmental fiscal impact, employment, and property values. Rather, the construction of a new building for Winter Springs Dentistry will help the practice grow and be able to service the dental health of more area residents. Further, the expansion of Winter Springs Dentistry's practice will bring more high-quality professional jobs to the City. The applicant estimates that the construction of the new office will provide annual tax revenue of $34,805 ("Exhibit 11").

(4) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on the natural environment, including air, water, and noise pollution, vegetation and wildlife, open space, noxious and desirable vegetation, and flood hazards.

Analysis: Staff finds that the proposed site and final engineering plan will not have an adverse impact on the natural environment, including air, water, and noise pollution, vegetation and wildlife, open space, noxious and desirable vegetation, and flood hazards. The project is located outside of the special flood hazard area and is not anticipated to have any adverse environmental impacts.

(5) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on historic, scenic, and cultural resources, including views and vistas, and loss or degradation of cultural and historic resources.

Analysis: The proposed site and final engineering plan will have no impact on historical resources. No additional scenic or cultural resources. Including scenic views or vistas, will be impacted by this site and final engineering plan.

(6) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on public services, including water, sewer, stormwater and surface water management, police, fire, parks and recreation, streets, public transportation, marina and waterways, and bicycle and pedestrian facilities. The development will be served by the mater stormwater management system located at the subject property.

Analysis: City Staff have reviewed this project from a planning and engineering perspective. Staff did not find any adverse impact on any of the public services listed above. The City Public Works and Utilities Department has confirmed available water and sewer capacity.

(7) Whether the site and final engineering plan and subdivision of land, and related traffic report and plan provided by the applicant, details safe and efficient means of ingress and egress into and out of the neighborhood and adequately addresses the impact of projected traffic on the immediate neighborhood, traffic circulation pattern for the neighborhood, and traffic flow through immediate intersections and arterials.

Analysis: Staff has reviewed the TIA, (Exhibit "10") and finds that the site and final engineering plan depicts safe and efficient means of ingress and egress into and out of the neighborhood and adequately addresses the impact of projected traffic on the immediate neighborhood, traffic circulation patterns for the neighborhood, and traffic flow through immediate intersections and arterials. The development is expected to slightly increase the minor street delay on State Road 434 and Michael Blake Boulevard intersection; however, the project is expected to have a minimal impact due to the low number of trips generated and the intersection will continue to operate at an overall level of service.

(8) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on housing and social conditions, including variety of housing unit types and prices, and neighborhood quality.

Analysis: As a commercial project, the proposed site and final engineering plan will not have an adverse impact on the variety of housing unit types and prices. As for neighborhood quality, subject to the Conditions of Approval, the proposed site and final engineering plan development will not have an adverse impact on neighborhood quality.

(9) Whether the proposed site and final engineering plan and subdivision of land avoids significant adverse odor, emission, noise, glare, and vibration impacts on adjacent and surrounding lands regarding refuse collection, service delivery, parking and loading, signs, lighting, and other site elements.

Analysis: Staff finds that proposed site and final engineering plan avoids significant adverse odor, emissions, noise, glare and vibration impacts on adjacent and surrounding lands regarding refuse collection, service delivery, parking and loading, signs, lighting, and other site elements.

(10) Whether the applicant has provided an acceptable security plan for the proposed establishment to be located on the site and final engineering plan and subdivision of land that addresses the safety and security needs of the establishment and its users and employees and minimizes impacts on the neighborhood, if applicable.

Analysis: The safety and security of the site is addressed with the site lighting for the parking lot and current hours of operation, which are 8 AM to 5 PM, Monday to Friday. The dentist's office does not open on the weekends or stay open in evenings that would necessitate additional security measures.

(11) Whether the applicant has provided on the site and final engineering plan and subdivision of land an acceptable plan for the mass delivery of merchandise for new large footprint buildings (greater than twenty thousand (20,000) square feet) including the hours of operation for delivery trucks to come into and exit the property and surrounding neighborhood, if applicable.

Analysis: Not applicable as the structure being constructed is only 4,648 square feet with a proposed expansion of 3,240 square feet and will not receive mass deliveries of merchandise.

(12) Whether the applicant has demonstrated that the site and final engineering plan and subdivision of land have been designed to incorporate mitigative techniques and plans needed to prevent adverse impacts addressed in the criteria stated herein or to adjacent and surrounding uses and properties.

Analysis: Staff finds that subject to the Conditions of Approval, the site and final engineering plans have been designed to incorporate mitigative techniques and plans needed to prevent the adverse impacts mentioned in the criteria on adjacent and surrounding uses and properties.

(13) If the proposed conditional use is a residential use, whether the elementary, middle and high schools (K—12) that will be initially assigned to the residential project by the school district at the time the City Commission considers final approval of the conditional use have both sufficient capacity, are in close proximity to the project so as to make each of the assigned schools accessible and convenient (e.g., walking distance, travel time, private and public transportation, and quality of route environment) to the majority of the school population that will be drawn from the project, and promote and support the integration of future residents of the project into the existing city of Winter Springs community in a sustainable manner.

Analysis: Not applicable as this is not a residential development.

(14) Whether the applicant has agreed to execute a binding development agreement required by city to incorporate the terms and conditions of approval deemed necessary by the City Commission including, but not limited to, any mitigative techniques and plans required by City Code.

Analysis: The applicant has agreed to and is working on a binding development agreement with the City addressing terms and conditions deemed necessary by the City Commission.

Water and Sewer:
Public Works & Utilities Department Staff have confirmed that sufficient water and sewer capacity exists for this project.

Stormwater:
The infrastructure included for the development will tie into the existing stormwater management system located in the Blake Commons subdivision. That stormwater system will be private and subject to the Declaration of Conditions, Covenants, Easements, and Restrictions as recorded in the Official Records of Seminole County (ORSC), Book 8871, Page 98, as amended by the First Amendment to the same, as recorded in ORSC, Book 8964, Page 1579. These documents govern the maintenance and cost allocations among properties in the Town Center.

Transportation:
The applicant has provided a Traffic Impact Analysis (Exhibit "10"), which has been reviewed by City staff. It was Staff's finding that sufficient roadway capacity exists for this project. While the project is expected to slightly increase the minor street delay at the intersection of State Road 434 and Michael Blake Boulevard, it will not cause the impacted roadway segments to exceed their adopted level of service (LOS) under the Comprehensive Plan.

Parking:
The Town Center does not have minimum required parking standards, however, the applicant provided documentation (Exhibit "9") that the dentist office will offer a total of twenty-three (23) spaces. The Parking Analysis provides the figure of twenty-three (23) spaces based upon the needs of General Business and Retail Commercial use for a combined 6,961 sf building, a combination of the proposed 4,648 sf Phase 1 building and the building that will be constructed in the remaining 3,240 sf future expansion in Phase 2.

Aesthetic Review:

Pursuant to Section 9-603, which sets forth guidelines and minimum standards for Aesthetic Review packages, staff have utilized the criteria below in Section 9-603 to determine the following. The attached Aesthetic Review package (Exhibits 12, 13, and 20) includes all of the submittal requirements for aesthetic review as set forth in Section 9-600 through 9-607 and include the following: (a) a site plan; (b)

elevations illustration all sides of structures facing public streets or spaces; (c) illustrations of all walls, fences, and other accessory structures and the indication of height and their associated materials; (d) elevation of proposed exterior permanent signs or other constructed elements other than habitable space, if any; (e) illustrations of materials, texture, and colors to be used on all buildings, accessory structures, exterior signs; and (f) other architectural and engineering data as may be required. The procedures for review and approval are set forth in Section 9-603.

Aesthetic Review	
1.	The plans and specifications of the proposed project indicate that the setting, landscaping, proportions, materials, colors, texture, scale, unity, balance, rhythm, contrast, and simplicity are coordinated in a harmonious manner relevant to the project, surrounding area and cultural character of the community. **Analysis:** Staff finds that subject to the approval of the physical landscaping/streetscaping within the area 27-foot area depicted within the streetscape waiver request, all architectural and landscaping elements are coordinated in a harmonious manner relevant to the particular proposal, the surrounding area, and cultural character of the community.
2.	The plans for the proposed project are in harmony with any future development which has been formally approved by the city within the surrounding area. **Analysis:** Staff finds that subject to the Conditions of Approval, the plans for the proposed project are in harmony with the Town Center District Code and would also be in harmony with future development within the Town Center. The aesthetic elevations showcase many features of Town Center buildings, including the second story, faux second story windows, and a faux door to present the appearance of a façade facing State Road 434. The building materials also include stucco, metal, and glass in keeping with similar materials in other Town Center buildings.
3.	The plans for the proposed project are not excessively similar or dissimilar to any other building, structure or sign which is either fully constructed, permitted but not fully constructed, or included on the same permit application, and facing upon the same or intersecting street within five hundred (500) feet of the proposed site, with respect to one or more of the following features of exterior design and appearance: a. Front or side elevations; b. Size and arrangement of elevation facing the street, including reverse arrangement; or c. Other significant features of design such as, but not limited to materials, roof line, hardscape improvements, and height or design elements.

	Analysis: The plans for this project are not excessively similar or dissimilar to other projects within 500 feet of the proposed project. The project has sought a waiver to permit the building to face the proposed vehicular parking area rather than State Road 434 due to the size and shape of the lot as well as to enhance the practical design of the building. Similar waivers have been granted for neighboring properties such as The Learning Experience.
4.	The plans for the proposed project are in harmony with, or significantly enhance, the established character of other buildings, structures or signs in the surrounding area with respect to architectural specifications and design features deemed significant based upon commonly accepted architectural principles of the local community. **Analysis:** As previously mentioned, the project has been reviewed under the Town Center District Code standards, ensuring conformance with the high standard of development for Town Center. The streetscape design has a waiver, WAIV-2026-0025, adjusting the order and width requirements to be in keeping with adjacent parcels occupied by 7Brew and The Learning Experience that staff approved. The approved layout will further enhance the aesthetic impact of the project as compatible with other parcels in the Blake Commons development along SR 434.
5.	The proposed project has incorporated significant architectural enhancements such as concrete masonry units with stucco, wrought iron, columns and piers, porches, arches, planting areas, display windows, and other distinctive design features detailing and promoting the character of the community. **Analysis:** The project significantly meets the standards, with the building's primary exterior consisting of stucco material and painted in earth tones. The sides facing the parking lot and State Road 434 also feature display-style windows, sunshades, and other architectural features that are in harmony with adjacent Town Center properties.

Reports:

The Final Engineering submittal is required to include the following reports or updates of previously prepared reports for the same property.

Reports	
June 16, 2026	Stormwater Report (Exhibit 7)
June 18, 2026	Geotechnical Report (Exhibit 8)
June 18, 2026	Parking Analysis (Exhibit 9)

September 3, 2026	Transportation Impact Analysis (Exhibit 10)
September 3, 2025	Economic Impact Analysis (Exhibit 11)

Procedural History:	
April 1, 2026	Pre-Application Meeting
July 22, 2026	Community Workshop
October 1, 2026	Planning & Zoning Board | Recommendation on Site/Final Engineering, Aesthetic Review, Waivers, Conditional Use Application, and Development Agreement.
October 26, 2026	City Commission | Hearing on Final Engineering Site/Final Engineering, Aesthetic Review, Waivers, Conditional Use Application, and Development Agreement.

Waiver Review: Pursuant to Section 20-34, Any real property owner may file a waiver application requesting a waiver(s) for their real property from any term and condition of this chapter (except from the list of permitted, conditional and prohibited uses set forth in any zoning district category). The Planning and Zoning Board shall be required to review all waiver applications and make a written recommendation to the City Commission. Such recommendation shall include the reasons for the board's recommendation and show the board has considered the applicable waiver criteria set forth and analyzed below. Upon receipt of the Planning and Zoning board's recommendation, the City Commission shall make a final decision on the application. If the City Commission determines that the planning and zoning board has not made a recommendation on an application within a reasonable period, the City Commission may, at its discretion, consider an application without the planning and zoning board's recommendation.

Waiver I: A waiver to allow the Winter Springs Dentistry building to be located at a setback of 15' from the right-of-way of SR 434 in lieu of the 25' minimum setback. WAIV-2026-0027.

Waiver Review	
1.	The applicant clearly demonstrates that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development. **Analysis:** Staff find that the applicant demonstrated that the 25' setback requirement creates an impractical result in that it would not permit the lot

	to meet other requirements for fire access when coupled with the need to include a 4,648 square foot building, a 3,240 square foot expansion, and necessary parking for staff and customers. The difference in ten feet (10') allows the applicant to provide enough width for the drive aisles and parking lot while also providing ample room for the Phase 2 expansion of the office building.
2.	The proposed development plan is in substantial compliance with this chapter and in compliance with the comprehensive plan. **Analysis:** Staff find that the proposed setback adjustment is substantially compliant with the Town Center setback standards as it will place the building closer to the street and is in compliance with the comprehensive plan.
3.	The proposed development plan will significantly enhance real property. **Analysis:** Staff find that the proposed site plan will significantly enhance the real property by allowing the building to meet all necessary driveway access widths and provide adequate parking for the dentist's office. By allowing Winter Springs Dentistry to expand in the Town Center, the convenience of quality dental care will provide a draw for employees to the Town Center as well as residents. Bringing the side of the building into the required front setback will not adversely impact the ability to provide a 27-foot landscape buffer in compliance with the Code and will be compatible with similar setbacks for adjacent parcels including The Learning Experience.
4.	The proposed development plan serves the public health, safety, and welfare. **Analysis:** Staff find that the construction of Winter Springs Dentistry's building will serve the public health, safety, and welfare of area residents. The adjustment in the front setback should have no noticeable adverse effect on public health and safety while the expansion of Winter Springs Dentistry into a new building that is better able to meet patients' needs will be a benefit to the public welfare.
5.	The waiver will not diminish property values in or alter the essential character of the surrounding neighborhood. **Analysis:** Staff find that the waiver will not diminish property values or the essential character of the surrounding neighborhood. The Town Center is meant to be a mixed-use of commercial and residential to serve residents and visitors. The construction of a new building for Winter Springs Dentistry will enhance property values and the applicant has proposed that the dental office could add $34,805 in tax revenues each year. Further, the essential character will be enhanced by the architecture of the building so that the side façade is aesthetically pleasing to negate the adverse effects of not following the Code to have the front façade facing SR 434.
6.	The waiver granted is the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under this chapter.

	Analysis: Staff find that the waiver is the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under this chapter. The design helps to meet the associated requirements of the use while still meeting the intent of the ordinance. A reduction in the front setback helps to bring the building closer to SR 434 as required by the Code for Town Center buildings while preserving the applicant's need for an inward-facing building to serve the traffic and pedestrian needs of patients and staff.
7.	The proposed development plan is compatible and harmonious with the surrounding neighborhood. **Analysis:** Staff find that the site plan is substantially compatible with the surrounding Sea Hawk Cove development and with the Town Center. Winter Springs Dentistry has also taken steps to mitigate less-compatible elements of its design by ensuring that the proposed change in building orientation and reduction of the front setback will be offset by an aesthetically pleasing side façade and landscaping that meets the streetscape requirements and is compatible with adjacent parcels.
8.	Whether the applicant has agreed to execute a binding development agreement required by the city to incorporate the terms and conditions of approval deemed necessary by the City Commission including, but not limited to, any mitigative techniques and plans required by City Code. **Analysis:** The Applicant is working on and has agreed to a binding Development Agreement to incorporate terms and conditions deemed necessary by the City Commission.

Waiver II: A waiver to allow the front façade of Winter Springs Dentistry to face the parking lot instead of State Road 434. WAIV-2026-0026.

Waiver Review	
1.	The applicant clearly demonstrates that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development. **Analysis:** Staff find that the applicant clearly demonstrates that the applicable conditions create an illogical, impossible, impractical, or patently unreasonable result as the lot dimensions necessitate that the façade face inwards to allow for the building location. The size and shape of the lot necessitates the adjustment of the building and the parking lot in order to fit the necessary area for the dental practice and applicable parking for the Phase 1 building and its future Phase 2 expansion.
2.	The proposed development plan is in substantial compliance with this chapter and in compliance with the comprehensive plan.

	Analysis: Staff find that the reorientation of the building is substantially compliant with the Code requirements and the desired goals for the Town Center as described in the comprehensive plan. The design of the building is such that it will still present an aesthetically pleasing view to passing motorists as it will contain similar elements to a front façade such as cornices, windows, a multi-tier façade, and a wall sign for Winter Springs Dentistry. Such design elements are similar to the front façade that will be facing internally and include a faux door and faux second story windows to present the appearance of a front-facing façade along State Road 434. Similar architectural techniques were utilized in the construction of The Learning Experience in the same development.
3.	The proposed development plan will significantly enhance the real property. **Analysis:** Staff find that the proposed site plan may not significantly enhance the real property with its side-facing building; however, the presence of a quality dental care service and Winter Springs Dentistry's increased patient services will enhance the value of surrounding property and provide families who live and work near Town Center with quality dental care.
4.	The proposed development plan serves the public health, safety, and welfare. **Analysis:** Staff find that the plan services the public health, safety, and welfare. The building's front façade being oriented towards the interior of the parcel will enable motorists to enter the parking lot from Sea Hawk Cove rather than from SR 434, preventing traffic issues during peak traffic hours. As such, a side-facing building reduces the potential for traffic accidents and increases the safety of motorists and pedestrians.
5.	The waiver will not diminish property values in or alter the essential character of the surrounding neighborhood. **Analysis:** Staff find that the waiver will not diminish property values or the essential character of the surrounding neighborhood. The Town Center is meant to be a mixed-use of commercial and residential to serve residents and visitors. The street-facing facade of the building, as mentioned previously, will still contain architectural elements that will be harmonious with existing structures along SR 434. The construction of Winter Springs Dentistry will also enhance property values and the essential character of the Town Center by increasing the capacity of Winter Springs Dentistry to accept more patients and offer new services.
6.	The waiver granted is the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under this chapter. **Analysis:** Staff find that the waiver is the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under this

	chapter. The design helps to meet the associated requirements of the use while still meeting the intent of the ordinance. With the proposed Phase 2 expansion, the available parking necessitates its location on the side of the building rather than the rear. Rotating the facade is far less intrusive while still meeting the office's needs and the Town Center requirements.
7.	The proposed development plan is compatible and harmonious with the surrounding neighborhood. **Analysis:** Staff find that the proposed development plan is compatible and harmonious with the surrounding neighborhood. While the orientation of the building for the Town Center is not ideal, its design includes elements that mitigate the reorientation and help the side façade mirror other buildings in the Town Center. Additionally, the building itself will accommodate a use that is desirable for the Town Center and the change has been mitigated by ensuring a pleasant façade facing SR 434 that still resembles a front façade.
8.	Whether the applicant has agreed to execute a binding development agreement required by the city to incorporate the terms and conditions of approval deemed necessary by the City Commission including, but not limited to, any mitigative techniques and plans required by City Code. **Analysis:** The Applicant is working on and has agreed to a binding Development Agreement to incorporate terms and conditions deemed necessary by the City Commission.

Waiver III: A waiver to allow variations in the streetscape width and sequencing requirements for Winter Springs Dentistry, consisting of a 3-foot landscape and area adjacent to the SR 434 right-of-way, a 6-foot sidewalk, and an 18-foot landscape and treescape area adjacent to the building. WAIV-2026-0025.

Waiver Review	
1.	The applicant clearly demonstrates that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development. **Analysis:** Staff find that the applicant clearly demonstrates that the applicable conditions create an illogical, impossible, impractical, or patently unreasonable result related to the Town Center streetscape requirements. Maintaining the existing dimensions would be in keeping with adjacent parcels, which also sought waivers for the landscaping designs. The proposed waiver would keep the same organization and width for the streetscape as currently exists for 7Brew and The Learning Experience and thus would be harmonious with the streetscaping of adjacent parcels.
2.	The proposed development plan is in substantial compliance with this chapter and in compliance with the comprehensive plan. **Analysis:** Staff find that the variations in the streetscape section widths are substantially compliant with the Code requirements and the desired goals

	for the Town Center as described in the Comprehensive Plan. The streetscape maintains the 27-foot overall width as required by the City's ordinance while adjusting the sections to be harmonious with the streetscapes on adjacent parcels.
3.	The proposed development plan will significantly enhance the real property. **Analysis:** Staff find that the proposed variations on the streetscape will significantly enhance the real property by enhancing the overall appearance of the streetscape. The applicant is proposing a number of canopy trees and shrubs that will improve the aesthetic value of the property .
4.	The proposed development plan serves the public health, safety, and welfare. **Analysis:** Staff find that the plan services the public health, safety, and welfare. The proposed streetscape will increase the quality of life for residents and visitors by maintaining the current path and providing a more aesthetically pleasing walkway. The increased number of trees along SR 434 will protect pedestrians along the sidewalk.
5.	The waiver will not diminish property values in or alter the essential character of the surrounding neighborhood. **Analysis:** Staff find that the waiver will not diminish property values or the essential character of the surrounding neighborhood. The proposed waiver does not affect the location of the sidewalk along SR 434 and if anything, enhances the aesthetics of the lot, thereby increasing property values and being more in-keeping with the character of the neighborhood.
6.	The waiver granted is the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under this chapter. **Analysis:** Staff find that this waiver eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable conditions in the Code. The proposed waiver keeps the current landscape and sidewalk widths so as to be harmonious with the existing streetscape on adjacent parcels. The total required width of the streetscape as required by the Code will be unaffected.
7.	The proposed development plan is compatible and harmonious with the surrounding neighborhood. **Analysis:** Staff find that the proposed development plan is compatible and harmonious with the surrounding neighborhood. While the widths of each section as proposed are not within the Code, they are compatible with the streetscape for the adjacent parcels and the amount of both canopy trees, shrubs, and plantings will result in a harmonious landscape for the surrounding neighborhood.
8.	Whether the applicant has agreed to execute a binding development agreement required by the city to incorporate the terms and conditions of

	approval deemed necessary by the City Commission including, but not limited to, any mitigative techniques and plans required by City Code. **Analysis:** The Applicant is working on and has agreed to a binding Development Agreement to incorporate terms and conditions deemed necessary by the City Commission.

Waiver IV: A waiver to allow a variation for four fixed architectural solar shades at a clear height of 8-feet, 2-inches instead of the 10-feet required under Code Section 20-326(a). WAIV-2026-0028.

Waiver Review	
1.	The applicant clearly demonstrates that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development. **Analysis:** Staff find that the applicant has demonstrated that the 10' clearance requirement creates an impractical result for the location of the solar shades. The ordinary requirement of 10' clearance for awnings under Code Section 20-326(a) would move the solar shades up past the glazing that they are designed to protect.
2.	The proposed development plan is in substantial compliance with this chapter and in compliance with the comprehensive plan. **Analysis:** Staff find that the variation in the solar shades height clearance are substantially compliant with the Code requirements and the desired goals for the Town Center as described in the Comprehensive Plan. 8',2" provides enough clearance for pedestrians while allowing the shades to increase the energy efficiency of the office building.
3.	The proposed development plan will significantly enhance the real property. **Analysis:** Staff find that the lower clearance for the solar shades will significantly enhance the real property. Constructing a dental office building that is also energy efficient will improve the visual appearance of the property and contribute to its overall value.
4.	The proposed development plan serves the public health, safety, and welfare. **Analysis:** Staff find that the development plan serves the public health, safety, and welfare. As noted, the proposed 8',2" clearance still provides enough height for pedestrians, while the shades add to the energy efficiency of the structure, which contributes to overall health and welfare of the building's employees and patients.
5.	The waiver will not diminish property values in or alter the essential character of the surrounding neighborhood.

	Analysis: Staff find that the waiver will not diminish property values in or alter the essential character of the surrounding neighborhood. Other structures that exist within the Town Center have awnings with a lower clearance than 10' and this waiver does not propose anything substantially different from that.
6.	The waiver granted is the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under this chapter. **Analysis:** Staff find that the waiver is the minimum waiver that will eliminate or reduced the impractical result caused by the 10' clearance requirement. Lowering the solar shades 2' still enables pedestrians to pass harmlessly under the shades while still fulfilling the shades' purpose of lowering the interior temperature of the structure and increasing its energy efficiency.
7.	The proposed development plan is compatible and harmonious with the surrounding neighborhood. **Analysis:** Staff find that the proposed development plan and the clearance waiver are compatible and harmonious with the surrounding neighborhood. As noted, other structures located within Town Center also possess lower clearance that present no issue for pedestrians.
8.	Whether the applicant has agreed to execute a binding development agreement required by the city to incorporate the terms and conditions of approval deemed necessary by the City Commission including, but not limited to, any mitigative techniques and plans required by City Code. **Analysis:** The Applicant is working on and has agreed to a binding Development Agreement to incorporate terms and conditions deemed necessary by the City Commission.

Applicable Law, Public Policy, and Events:

Florida Statutes 163.2511-163.3246: Growth Policy; County and Municipal Planning; Land Development Regulation (Provides that land development regulations for municipal planning be consistent with the Comprehensive Plan).

Home Rule Powers

Code of Ordinances City of Winter Springs.

- Section 20-1. Definitions.
- Section 20-601.
- Section 20-324.
- Section 20-465.
- Section 20-326(a).

Fiscal Impact:

The Fiscal Impact Report has been reviewed and approved prior to the project being heard before the City Commission.

Development Agreement:
The Applicant is currently working with the City Attorney on the Development Agreement for the project. The Development Agreement shall be executed prior to any work on the project covered within this document.

STAFF RECOMMENDATION
Staff recommends that the City Commission approve the Site/Final Engineering, Aesthetic Review, Waivers, and Development Agreement, subject to the following conditions of approval:

1. Execution of the Development Agreement shall occur before any construction takes place at the subject property.
2. All grass on the Property shall be Bahia grass. No St. Augustine grass or grass types with low drought tolerance shall be permitted.
3. Winter Springs Dentistry shall substantially commence vertical construction of Phase 2 – the 3,240 square foot expansion of the office building and associated parking facilities – within two (2) years of the date on which the City issues a Certificate of Occupancy for Phase 1.

Attachments:

Exhibit "1" – Community Workshop Flyer
Exhibit "2" – Community Workshop Attendance Sheet
Exhibit "3" – Winter Springs Dentistry Site Plan
Exhibit "4" – Dumpster Site Plan
Exhibit "5" – Landscape Plan
Exhibit "6" – Lighting Plan
Exhibit "7 " – Stormwater Report
Exhibit "8" – Geotechnical Report
Exhibit "9" – Parking Analysis
Exhibit "10" – Traffic Impact Analysis
Exhibit "11" – Economic Impact Analysis
Exhibit "12" – Architectural Elevations
Exhibit "13" – Architectural Renderings
Exhibit "14" – Setback Waiver Application and Description
Exhibit "15" – Building Orientation Waiver Application and Description
Exhibit "16" – Streetscape Waiver Application and Description
Exhibit "17" – Awning Clearance Waiver Application and Description
Exhibit "18" – Development Agreement
Exhibit "19" – Site Plan Application
Exhibit "20" – Architectural Review Application
Exhibit "21" – Development Agreement Application

COMMUNITY WORKSHOP

Date: July 22, 2026 @ 6:00 P.M.

Location: Winter Springs Dentistry
1196 E State Rd 434, Winter Springs, FL 32708

Community Workshop to consider Final Engineering Site Plans in order to construct a 4,648 sf medical office building within the Town Center, T-5 Urban Center zone on the subject site.



Project: Winter Springs Dentistry Office

Location: Blake Commons
Parcel ID: 06-21-31-510-0000-001B
Acreage: ± 0.50-acre project
Zoning: Town Center, T-5 Urban Center
Future Land Use: Town Center
Applicant/Presenter: Bella Dental, P.A./Jason Mahoney, NV5

Community Workshop - Winter Springs Dentistry Office

City of Winter Springs

Date: July 22, 2026 Time: 6:00 PM – 8:00 PM

Community Workshop to consider Final Engineering Site Plans in order to construct a 4,648 sf medical office building within the Town Center, T-5 Urban Center zone on the subject site.

Project: Winter Springs Dentistry Office
Location: Blake Commons
Parcel ID: 06-21-31-510-0000-001B
Acreage: ± 0.50-acre project
Zoning: Town Center, T-5 Urban Center
Future Land Use: Town Center
Applicant/Presenter: Bella Dental, P.A./Jason Mahoney, NV5

#	Name	Phone Number	Email Address
1	John Rulon		jrulon@winterspringsfl.org
2	Stewart Neilson	407-898-4821	stewart.neilson@mccree.com
3	Ricardo Maristany	407-327-2015	info@winterspringsdentistry.com
4	JASON MAHONEY	(321) 436-5229	jason.mahoney@nvs.com
5	Karolina Rincón	(305) 781 8353	karo.rincon23@gmail.com
6			
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15			

CONSTRUCTION DOCUMENTS
FOR
WINTER SPRINGS DENTISTRY

SEA HAWK COVE
CITY OF WINTER SPRINGS, FLORIDA

SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST,
WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA

SUBMITTED TO
CITY OF WINTER SPRINGS
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

DEVELOPER/OWNER
MCCREE ARCHITECTS & ENGINEERS, INC
500 PRINCETON STREET
ORLANDO, FL. 32803
(407) 432-1010
STEWART.NEILSON@MCCREE.COM

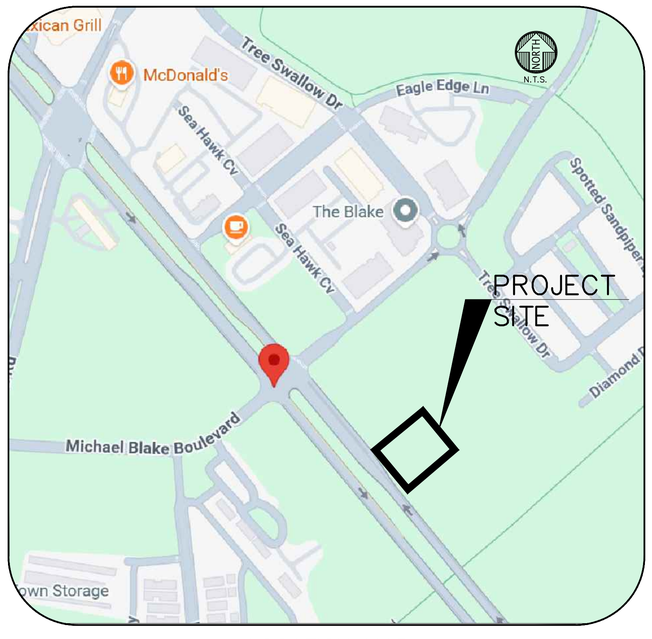
CIVIL ENGINEER
NV5, INC
6200 LEE VISTA BLVD., SUITE 400
ORLANDO, FL. 32822
(407) 896-3317
JASON.MAHONEY@NV5.COM

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(407) 432-1010
STEWART.NEILSON@MCCREE.COM

LANDSCAPE ARCHITECT
NV5, INC.
11801 RESEARCH DRIVE
ALACHUA, FLORIDA 32615
(352) 331-1976
JOHN-MICHAEL.SIMPSON@NV5.COM



VICINITY MAP



LOCATION MAP

LEGAL DESCRIPTION:

(PARENT PARCEL)

LOT 1, BLAKE COMMONS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 91, PAGE 65, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 1, BLAKE COMMONS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 91, PAGE 65, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. THENCE NORTH 38°43'16" WEST, ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 434, A DISTANCE OF 36.90 FEET; THENCE NORTH 24°10'06" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 48.66 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF MICHAEL BLAKE BOULEVARD; THENCE NORTH 38°43'16" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE 52.24 FEET;THENCE DEPARTING SAID RIGHT OF WAY LINE, NORTH 51°16'44" EAST, A DISTANCE OF 159.02 FEET TO THE TO THE SOUTHWESTERLY RIGHT OF WAY OF SEA HAWK COVE (ALSO KNOWN AS TRACT RW-1, BLAKE COMMONS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 91, PAGE 65, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA); THENCE SOUTH 38°28'33" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 137.28 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 51°37'48" WEST, A DISTANCE OF 170.67 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.52 ACRES, MORE OR LESS.
PARCEL NUMBER: 06-21-31-510-0000-0018

WAIVER/VARIANCE REQUEST:

1. WAIVER TO ALLOW THE STREETSCAPE WITHIN THE SR 434 TO CONSIST OF (1) 3-FT GREEN STRIP AREA, (2) 6-FT EXISTING FDOT SIDEWALK, AND (3) 18-FT LANDSCAPE AREA IN LIEU OF (1) 16-FT LANDSCAPE AREA, (2) 6-FT SIDEWALK, AND (3) 5-FT LANDSCAPE AREA.
2. WAIVER TO ALLOW A MIN. BUILDING SETBACK OF 15-FT FROM THE SR 434 RIGHT-OF-WAY IN LIEU OF 25-FT MIN. BUILDING SETBACK PER CITY CODE SEC. 20-465.
3. WAIVER TO ALLOW THE BUILDING TO BE ORIENTED TO THE WEST RATHER THAN THE PRINCIPAL FRONTAGE OF SR 434 PER CITY CODE SEC. 324(11)(C).

NOTE:

ALL DESIGN AND CONSTRUCTION MUST CONFORM TO THE MINIMUM STANDARDS SET FORTH IN THE CITY OF WINTER SPRINGS LAND DEVELOPMENT CODE AND/OR ZONING REGULATIONS.

GENERAL NOTES

1. *DEVELOPMENT DATA:*

	PROPOSED DEVELOPMENT		
TOTAL AREA=	*22,453 S.F.*	*100.0%*	*0.52 ACRES*
EX. IMPERVIOUS PAVEMENT=	*0 S.F.*	*0%*	
PROPOSED IMPERVIOUS PAVEMENT=	*14,227 S.F.*	*63.4%*	
TOTAL IMPERVIOUS AREA=	*14,227 S.F.*	*63.4%*	
OPEN AREA=	*8226 S.F.*	*36.6%*	

DESCRIPTION: THIS PROJECT CONSISTS OF THE CONSTRUCTION OF A ±4,648 SF DENTAL BUILDING WITH ASSOCIATED PARKING, DRIVEWAYS, AND UTILITY INFRASTRUCTURE.

2. *SITE ZONING: TS URBAN CENTER ZONE*
   LAND USE:
   TOWN CENTER DISTRICT

3. *PARKING:*
   REQUIRED: 20 SPACES, SEE PARKING JUSTIFICATION BY NV5, INC. DATED 6/18/26
   PROVIDED: 24 REGULAR, 2 HANDICAP SPACES

4. *UTILITIES:*
   WATER: *- SITE WILL CONNECT TO AN EXISTING 12" WATER MAIN ON THE WEST SIDE OF THE PROPERTY.*
   WASTEWATER: *- WASTEWATER WILL CONNECT TO AN EXISTING SANITARY SEWER MANHOLE SOUTHEAST OF THE PROPERTY.*
   ELECTRIC: *- DUKE ENERGY*
   GAS: *- N/A*

5. *TRAFFIC STATEMENT:*

LAND USE CODE	DETAIL	FACTOR	DAILY	AM PEAK HOUR			PM PEAK HOUR		
				IN	OUT	TOTAL	IN	OUT	TOTAL
720	MEDICAL/DENTAL OFFICE	4,200SF	96	11	3	14	3	7	10

THE PROJECT TRAFFIC GENERATION IS CALCULATED FROM TRIP GENERATION RATES PUBLISHED IN THE INSTITUTE OF TRANSPORTATION ENGINEERS (ITE) TRIP GENERATION, AND INFORMATIONAL REPORT, 11TH EDITION.

6. *PARCEL INFORMATION:*
   ALT KEY # 3957598
7. *BUILDING AREA: 4,648 SF*
   BUILDING HEIGHT: 23'-5.5"
   BUILDING STORIES: 2 STORIES, FAUX APPEARANCE
8. *PROPOSED USE:*
   THE ON-SITE BUILDING WILL BE A WINTER SPRINGS DENTISTRY.
9. *ESTIMATED NUMBER OF EMPLOYEES: 15*
10. *FLOOR AREA RATIO = 4,648SF/22,453SF = 0.21*
11. *FLOOD ZONE DESIGNATION:*
    FEMA ZONE X

SHEET INDEX

SHEET NUMBER	DESCRIPTION
C0.00	COVER SHEET AND INDEX
C0.10	GENERAL NOTES
C0.11	LEGEND
C0.20	STORMWATER POLLUTION PREVENTION NOTES
C0.21	STORMWATER POLLUTION PREVENTION PLAN
C0.22	STORMWATER POLLUTION PREVENTION DETAILS
C0.30	DEMOLITION PLAN
C1.10	DETAILED SITE PLAN
C2.10	DETAILED DRAINAGE AND GRADING PLAN
C3.10	DETAILED UTILITY PLAN
C4.10	TRUCK ACCESS PLAN
C5.10	GENERAL DETAILS
C5.11	GENERAL DETAILS
C6.10	WATER DETAILS
C7.10	SEWER DETAILS
LS-1	LANDSCAPE SCHEDULE, NOTES, AND DETAILS
LS-2	LANDSCAPE PLAN

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NV5
11801 Research Drive
Alachua, Florida 32615
(352)331-1976
www.nv5.com

REVISIONS:

SUBMITTALS:

CLIENT: MCCREE ARCHITECTS & ENGINEERS, INC

PROJECT: WINTER SPRINGS DENTISTRY

SHEET TITLE: COVER SHEET AND INDEX

SCALE: VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING. 0 — 1". IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

PROJECT NUMBER: 26-0385

TECHNICIAN: PRADNYA P. PATIL

DESIGNER:

QUALITY CONTROL: FRANKLIN A. PORTER

JASON P. MAHONEY
FL PE No. 65183

This item has been digitally signed and sealed by Jason P. Mahoney, PE on the date adjacent to the seal. Signature must be verified on any electronic copies.

Jason P Mahoney

Digitally signed by Jason P Mahoney
DN: E=Jason.Mahoney@nv5.com, C=US, O=NV5, OU=NV5 INC., CN=JASON P MAHONEY, SerialNumber=A01410D000001BE50C9C9EA000E0B15
Date: 2026.06.28 13:15:02-04'00'

SHEET NO.: **C0.00**

Track: Yobbins-Patil Plot Date: Sep 28,2026 10:59pm Filename: \\nv5.com\personal\MF-East\CLORL\Civil\(105585)\path\Winter Springs Dentistry - Sea Hawk Cove Development\DWGs\C0.00 COVER SHEET AND INDEX.dwg

GENERAL NOTES

1. THE TOPOGRAPHIC AND EXISTING INFORMATION SHOWN HEREON WERE TAKEN FROM A TOPOGRAPHIC SURVEY PREPARED BY NV5, INC AND DATED JULY 22, 2024.
2. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAS BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR ACCURACY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. THE RESPECTIVE UTILITY COMPANIES SHALL RELOCATE ALL UTILITIES THAT INTERFERE WITH THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY COMPANIES DURING THE RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.
3. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE APPROPRIATE UTILITY COMPANIES IN ORDER TO ALLOW MARKING OF THE LOCATIONS OF EXISTING UNDERGROUND FACILITIES IN ADVANCE OF CONSTRUCTION BY CALLING THE FLORIDA SUNSHINE STATE ONE-CALL CENTER, INC. AT 1-800-432-4770 OR 811. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY "SUNSHINE" 48 HOURS PRIOR TO ANY CLEARING OF CONSTRUCTION TO IDENTIFY ALL UTILITY LOCATIONS. NO CONSTRUCTION ACTIVITY MAY OCCUR UNTIL THE UTILITIES HAVE BEEN PROPERLY MARKED.
4. THE CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL LOCATION AND VERTICAL LOCATION OF ALL EXISTING UTILITIES WITHIN THE LIMITS OF THE PROJECT ENVELOPE SHOWN PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL CALL ALL UTILITY COMPANIES TO HAVE THE LOCATIONS OF ALL UTILITIES FIELD MARKED PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONTINUING CONSTRUCTION.
5. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.
6. ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS BEFORE COMMENCING CONSTRUCTION WORK, UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. ADDITIONAL COSTS ARE INCIDENTAL TO OTHER CONSTRUCTION AND NO EXTRA COMPENSATION WILL BE ALLOWED.
7. ALL WORK PERFORMED SHALL COMPLY WITH THE REGULATIONS AND ORDINANCES OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK INCLUDING LANDSCAPING.
8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY AND/OR MUNICIPALITY INSTRUCTIONS.
9. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND SHALL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. TRENCHES SHALL BE KEPT DRY WHILE PIPES ARE BEING PLACED. DEWATERING SHALL BE USED AS REQUIRED, AND PERMITTED THROUGH LOCAL GOVERNMENTAL AGENCIES AND WATER MANAGEMENT DISTRICT PER CURRENT REGULATIONS AT THE SOLE COST OF THE CONTRACTOR.
11. CONTRACTOR TO REVIEW GEOTECHNICAL REPORT AND BORINGS PRIOR TO BIDDING THE PROJECT AND FOLLOW OUTLINED CONSTRUCTION TECHNIQUES.
12. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE SERVICES OF AN APPROVED TESTING LABORATORY AND/OR SOILS ENGINEER, APPLICABLE REGULATORY AGENCIES, AND AS MAY BE FOUND IN THE ENGINEERING CONSTRUCTION DRAWINGS OR SPECIFICATIONS. CONTRACTOR TO VERIFY ALL TESTING WITH THE OWNER PRIOR TO COMMENCING CONSTRUCTION. UPON COMPLETION OF THE WORK, THE TESTING LABORATORY AND/OR SOILS ENGINEER MUST SUBMIT TO THE OWNER'S ENGINEER CERTIFICATIONS STATING THAT ALL REQUIREMENTS HAVE BEEN MET.
13. INSTALL SILT FENCE PRIOR TO SITE DEMOLITION OR NEW SITE CONSTRUCTION. INSTALL SILT FENCE PER FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR'S MANUAL AND PROVIDE TOE-IN. THE CONTRACTOR SHALL MAINTAIN THE SILT FENCE IN WORKING ORDER THROUGHOUT THE CONSTRUCTION PHASE. THE PROJECT SILT FENCE SHALL BE INSPECTED DAILY AND ANY CORRECTIVE MEASURES SHALL BE COMPLETED WITHIN 24 HOURS.
14. ALL TREE BARRICADES AND SILT FENCING SHALL BE INSTALLED AND INSPECTED BY THE CITY OF WINTER SPRINGS ENVIRONMENTAL PROTECTION DEPARTMENT PRIOR TO COMMENCEMENT OF ANY DEMOLITION OR CONSTRUCTION ACTIVITIES.
15. THE CONTRACTOR IS TO PREPARE THE SITE PRIOR TO BEGINNING ACTUAL CONSTRUCTION IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
16. ALL DELETERIOUS MATERIAL (I.E. MUCK, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS OR AS DIRECTED BY THE OWNER'S ENGINEER OR OWNER'S SOIL TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED AND REMOVED FROM THE SITE. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE AREAS.
17. CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE PORTIONS OF THE SITE NECESSARY FOR CONSTRUCTION. DISTURBED AREAS SHALL BE SODDED, SEEDED, MULCHED, OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL, AS DIRECTED BY THESE PLANS, IMMEDIATELY FOLLOWING CONSTRUCTION PER LOCAL INSPECTOR.
18. WORK BEING PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH OTHER WORK BEING PERFORMED ON THE SITE BY OTHER CONTRACTORS AND/OR UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE CONTRACTOR TO COORDINATE AND SCHEDULE HIS ACTIVITIES, WHERE NECESSARY, WITH OTHER CONTRACTORS AND UTILITY COMPANIES.
19. ALL PAVEMENT DIMENSIONS SHOWN ARE TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
20. THE GOVERNING STANDARDS AND SPECIFICATIONS, UNLESS STATED OTHERWISE SHALL BE PER FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS (FY 2025-2026 ROAD CONSTRUCTION) AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED JULY 2025, AS AMENDED BY CONTRACT DOCUMENTS. ALL MATERIALS AND METHODS SHALL MEET FDOT SPECIFICATIONS AND SHALL BE PRODUCED OR OBTAINED FROM AN FDOT APPROVED SOURCE.
21. ALL NEW TRAFFIC CONTROL DEVICES (SIGNS AND PAVEMENT MARKINGS) SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND FDOT STANDARDS.
22. ALL STRIPING WITHIN THE FDOT RIGHT OF WAY SHALL BE PLACED FIRST AS TEMPORARY STRIPING FOLLOWED BY APPLICATION OF THERMOPLASTIC STRIPING 30 DAYS LATER.
23. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PROPER BENCHMARKS ON-SITE. EXISTING BENCH MARKS SCHEDULED FOR REMOVAL SHALL BE RELOCATED AT CONTRACTORS EXPENSE AND RE-ESTABLISHED BY A LICENSED SURVEYOR.
24. ALL HANDICAP RAMPS SHALL COMPLY WITH THE FLORIDA ACCESSIBILITY CODE AND AMERICANS WITH DISABILITIES ACT.
25. A PRE-CONSTRUCTION CONFERENCE SHALL BE REQUIRED. THE CONTRACTOR, ENGINEER OF RECORD, AND THE OWNER SHALL MEET WITH THE SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT PRIOR TO INITIATION OF SITE CONSTRUCTION.
26. ANY CHANGE ORDER REQUESTS, SITE REVISIONS, AND PAY REQUESTS MUST BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD.
27. CONTRACTOR IS RESPONSIBLE FOR ALL DEWATERING AS NEEDED THROUGHOUT ALL CONSTRUCTION ACTIVITIES COVERED BY THESE PLANS. DEWATERING SHALL BE DONE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS, 2025 EDITION, SECTION 120.
28. THE CONTRACTOR IS RESPONSIBLE FOR THE PERFORMANCE AND COST OF ALL CLEARING AND GRUBBING AND ALL WORK OF REMOVAL, DISPOSAL, AND REPAIR OR REPLACEMENT OF EXISTING IMPROVEMENTS WHERE SHOWN IN THE PLANS, OR ORDERED BY THE ENGINEER TO BE REMOVED, OR WHERE REQUIRED BECAUSE OF THE CONSTRUCTION OPERATIONS, IN ORDER TO CONSTRUCT THE PROPOSED IMPROVEMENTS (THIS INCLUDES BUT IS NOT LIMITED TO PROPOSED PIPING, STRUCTURES, UTILITIES, PAVING, CURBING, ETC.).
29. AN AS-BUILT SURVEY MAY BE REQUIRED BY REGULATORY AGENCIES. CONTRACTOR TO COORDINATE WITH PROJECT OWNER FOR COMPLETION OF AS-BUILT SURVEYS PRIOR TO PROJECT / PERMIT CLOSE-OUT.

MAINTENANCE OF TRAFFIC (MOT) NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR CREATING A MAINTENANCE OF TRAFFIC (MOT) PLAN FOR CONSTRUCTION ACTIVITY THAT OCCURS WITHIN THE PUBLIC RIGHT-OF-WAY, INCLUDING BUT NOT LIMITED TO SIDEWALK WORK AND ACTIVITIES THAT REQUIRE A LANE (OR ROAD) CLOSURE, SUCH AS CONNECTION TO SEWER MANHOLES AND WATER MAINS. THE MOT PLAN MUST BE CREATED BY A REGISTERED PROFESSIONAL ENGINEER WHO IS CERTIFIED TO DO SO BY THE FDOT MOT CERTIFICATION TRAINING. THE MOT PLAN MUST ALSO BE IN ACCORDANCE WITH FDOT STANDARD PLANS AND FDOT STANDARD SPECIFICATIONS REQUIREMENTS AND MUST BE REVIEWED AND APPROVED BY THE FDOT.
2. THE CONTRACTOR SHALL SUBMIT THE MOT TO THE APPROPRIATE REGULATORY AUTHORITY PRIOR TO WORK REQUIRING THE MOT FOR APPROVAL. NO WORK IN THE ROW SHALL OCCUR UNTIL THE MOT IS APPROVED.

DEMOLITION GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE TO DISPOSE OF ALL DEMOLITION MATERIALS IN A SAFE AND LAWFUL MANNER. THE CONTRACTOR SHALL SALVAGE TO THE OWNER ANY ITEM AS DETERMINED BY THE OWNER. ONCE DEMOLISHED, MATERIAL SHALL BE DISPOSED OF PROPERLY AND IMMEDIATELY.
2. REMOVE ALL IMPROVEMENTS DEFINED ON THE DEMOLITION PLAN. SALVAGE ITEMS TO OWNER AS DEFINED BY THE OWNER'S REPRESENTATIVE AND CONSTRUCTION DOCUMENT SPECIFICATIONS.
3. EXISTING PAVEMENT AND SIDEWALK EDGES THAT BORDER NEW CONSTRUCTION OR DEMOLITION ARE TO BE SAW-CUT TO PROVIDE A SMOOTH TRANSITION.
4. ALL EXISTING TREES ARE TO REMAIN UNLESS OTHERWISE NOTED.
5. ROOTS LARGER THAN 1 INCH IN DIAMETER ON TREES TO BE PRESERVED THAT ARE ENCOUNTERED DURING CONSTRUCTION MUST BE CUT CLEANLY AND COVERED OVER WITH SOIL BY THE END OF THE WORKING DAY.
6. ALL ASPHALT AND LIMEROCK WILL BE COMPLETELY REMOVED FROM AREAS THAT WILL BE LANDSCAPED. IN PARTICULAR, AREAS WHERE ASPHALT WILL BE REMOVED MUST HAVE THE TOP HARD SURFACE, LIMEROCK, AND COMPACTED SOIL REMOVED. REPLACEMENT SOIL SHALL BE CLEAN DEEP FILL OF PH 5.5 - 6.5. THE DEPTH OF UNCOMPACTED SOIL PRIOR TO PLANTING MUST BE AT LEAST 3 FEET TO ACCOMMODATE FUTURE TREE ROOT GROWTH. NO LIMEROCK, LARGE STONES, OR OTHER CONSTRUCTION DEBRIS CAN REMAIN IN AREAS TO BE LANDSCAPED.

PAVING, GRADING, AND DRAINAGE GENERAL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR EROSION/SEDIMENTATION CONTROL PRACTICES DURING CONSTRUCTION TO MINIMIZE ON-SITE EROSION/SEDIMENTATION AND TO PROTECT AGAINST DAMAGE TO OFF SITE PROPERTY. THE FOLLOWING PRACTICES SHALL BE EMPLOYED:

   A. EROSION AND SEDIMENTATION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. AREAS OF OFF-SITE DISCHARGE DURING CONSTRUCTION SHALL BE PROTECTED WITH A SEDIMENT BARRIER PER FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR'S MANUAL TO PREVENT OFF-SITE DISCHARGE OF SEDIMENTS. A SILT BARRIER SHALL SPECIFICALLY BE REQUIRED, CONSTRUCTED, AND MAINTAINED AS INDICATED ON THIS SHEET. TEMPORARY SEED AND MULCH SHOULD BE USED TO CONTROL ON-SITE EROSION WHEN IT IS NOT PRACTICAL TO ESTABLISH PERMANENT VEGETATION. SOD SHALL BE PLACED AS EARLY AS POSSIBLE ON ALL SLOPES STEEPER THAN 5 (FT) HORIZONTAL TO 1 (FT) VERTICAL. SOD SHALL BE PINNED AS REQUIRED. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED IN WORKING ORDER THROUGHOUT THE CONSTRUCTION PHASE. THE CONTRACTOR SHALL INSPECT AND REPAIR AS NECESSARY THE EROSION/SEDIMENTATION PROTECTION AT THE END OF EACH WORKING DAY.

   NOTE: EROSION/SEDIMENTATION CONTROL SHALL BE PLACED PRIOR TO SITE EXCAVATION AND SHALL REMAIN IN PLACE UNTIL SITE VEGETATION AND LANDSCAPING IS COMPLETE.

   B. ALL INLET STRUCTURES AND PIPE SHALL BE PROTECTED FROM SILTATION BY CONSTRUCTING INLET PROTECTION AS DEFINED BY THESE PLANS OR IN THE FDOT STANDARDS. IF SILTATION OCCURS, THE CONTRACTOR IS RESPONSIBLE TO REMOVE SILTATION AS PART OF THE BASE CONTRACT AT NO ADDITIONAL COST TO THE OWNER.

   C. EXCAVATED STORMWATER FACILITIES SHALL BE CONSTRUCTED AS PART OF THE INITIAL CONSTRUCTION. THE FACILITIES SHALL BE ROUGH GRADED TO THE DESIGN ELEVATIONS. AFTER THE CONTRIBUTING DRAINAGE AREA IS STABILIZED, THE FACILITIES BOTTOM SHALL BE OVER-EXCAVATED BY SIX INCHES, SCARIFIED, BACKFILLED WITH ARCHER FILL (HAVING NO MORE THAN 5% PASSING NO. 200 SIEVE), AND GRADED TO FINAL DESIGN GRADES. EXCESS AND UNSUITABLE SOILS SHALL BE REMOVED FROM THE BASIN (REMOVE ALL ACCUMULATED SILTS, CLAYS, ORGANIC, AND DEBRIS). FINALLY, SCARIFY AND RAKE BOTTOM AND VEGETATE.

   D. PERMANENT VEGETATIVE STABILIZATION SHALL BE APPLIED ON FINE GRADED SITES AS SOON AS PRACTICAL. TEMPORARY SEEDING SHOULD BE EMPLOYED TO PREVENT EXPOSURE OF BARREN SOILS UNTIL PERMANENT VEGETATION CAN BE APPLIED.

   E. ALL SLOPES 1:3 OR STEEPER REQUIRE LAPPED OR PEGGED SOD.

   F. EROSION, SEDIMENT AND TURBIDITY CONTROL ARE THE RESPONSIBILITY OF THE CONTRACTOR. THESE DELINEATED MEASURES ARE THE MINIMUM REQUIRED, WITH ADDITIONAL CONTROLS TO BE UTILIZED AS NEEDED, DEPENDENT UPON ACTUAL SITE CONDITIONS AND CONSTRUCTION OPERATION.

   G. ALL SYNTHETIC BALES, SILT FENCE, AND OTHER EROSION CONTROL MEASURES SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT.
2. THE CONTRACTOR SHALL MAINTAIN IN HIS POSSESSION A COPY OF THE WATER MANAGEMENT DISTRICT CONSTRUCTION PERMIT. HE SHALL BE RESPONSIBLE FOR ADHERENCE TO ALL CONDITIONS CONTAINED IN THE PERMIT.
3. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADE UNLESS OTHERWISE NOTED ON DRAWINGS.
4. CONTRACTOR SHALL SUBMIT FOR REVIEW TO THE OWNER AND OWNER'S ENGINEER SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS TO BE USED ON THIS SITE. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE. ENGINEER'S APPROVAL OF A SHOP DRAWING DOES NOT RELIEVE THE CONTRACTOR'S RESPONSIBILITY FOR THE PERFORMANCE OF THE ITEM.
5. THE COST OF ALL TESTING OF COMPACTION AND OTHER REQUIRED TESTS SHALL BE PAID BY THE CONTRACTOR AND MADE AVAILABLE TO THE ENGINEER OF RECORD DURING SITE INSPECTIONS.
6. GENERAL CONTRACTOR TO CONTACT ENGINEER OF RECORD AND THE OWNER REPRESENTATIVE 48 HOURS IN ADVANCE PRIOR TO BACKFILLING TRENCHES FOR FIELD INSPECTION AND PRIOR TO LAYING ASPHALT FOR FIELD INSPECTION.
7. CONTRACTOR IS TO SUBMIT FDOT APPROVED ASPHALT DESIGN MIXES TO THE OWNER'S REPRESENTATIVE AND ENGINEER OF RECORD BEFORE ANY WORK IS TO COMMENCE ON PROJECT. THE MIXTURE AT THE PLANT OR ON THE ROAD SHALL NOT EXCEED 335 DEGREES. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE AND PROVIDE TEMPERATURE READINGS PRIOR TO LAYING ASPHALT.
8. AS DETERMINED NECESSARY AND DIRECTED BY THE CITY OF WINTER SPRINGS PUBLIC WORKS DEPARTMENT OR ENGINEER OF RECORD, THE CONTRACTOR SHALL UNDERCUT ALL UNSUITABLE MATERIAL 24 INCHES BELOW THE BOTTOM OF ANY PROPOSED LIMEROCK BASE, AND SHALL BACKFILL WITH FILL MATERIAL MEETING FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. SEE FDOT INDEX 120-001 AND 120-002.
9. PROVIDE LEVEL PLATFORM IN FRONT OF ALL EGRESS DOORS. THE FLOOR SURFACE ON BOTH SIDES OF A DOOR SHALL BE AT THE SAME ELEVATION. THE FLOOR SURFACE OR LANDING ON EACH SIDE OF THE DOOR SHALL EXTEND FROM THE DOOR IN THE CLOSED POSITION A DISTANCE EQUAL TO THE DOOR WIDTH AND SHALL COMPLY WITH SECTION 4.13.6 MANEUVERING CLEARANCES AT DOORS OF THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.
10. RAMPS SHALL HAVE LEVEL LANDINGS AT THE BOTTOM AND TOP OF EACH RAMP RUN. CURB RAMPS ARE NOT REQUIRED TO HAVE LANDINGS. LANDINGS SHALL HAVE THE FOLLOWING FEATURES:

    A. THE LANDING SHALL BE AT LEAST AS WIDE AS THE RAMP RUN LEADING TO IT.

    B. ALL LANDINGS ON RAMPS SHALL BE NOT LESS THAN 60" CLEAR, AND THE BOTTOM OF EACH RAMP SHALL HAVE NOT LESS THAN 72" OF STRAIGHT AND LEVEL CLEARANCE.

    C. IF RAMPS CHANGE DIRECTION AT LANDINGS, THE MINIMUM LANDING SIZE SHALL BE 60"X60". IF A RAMP RUN HAS A RISE GREATER THAN 6" OR A HORIZONTAL PROJECTION GREATER THAN 72" THEN IT SHALL HAVE HANDRAILS ON BOTH SIDES. HANDRAILS ARE NOT REQUIRED ON CURB RAMPS. HANDRAILS SHALL BE SHOWN ON THE SITE PLAN.
11. THE CONTRACTOR SHALL STOCKPILE TOPSOIL AND CONSTRUCTION MATERIALS IN AREAS DESIGNATED BY THE OWNER.
12. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING RECORD DRAWINGS OR AS-BUILT SURVEY AS NOTED IN NOTE #29 UNDER SITE GENERAL NOTES.
13. ALL CONCRETE USED SHALL BE 2,500 PSI MINIMUM.
14. ALL WELLS, CLEANOUTS, MANHOLE TOPS, PULL BOX COVERS AND OTHER UTILITY APPURTENANCES IN THE AREA OF REDEVELOPMENT SHALL BE PROTECTED AND TOPS ADJUSTED TO MATCH PROPOSED GRADES.
15. CONTRACTOR SHALL SAW CUT, TACK, AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS ANY EXISTING PAVEMENT.
16. SOD SHALL BE PLACED AROUND ALL STRUCTURES AS DIRECTED BY FDOT INDEX 524-001 AND FDOT INDEX 425- AND 430- SERIES AS APPROPRIATE. ALL OTHER DISTURBED AREAS SHALL BE SEEDED AND MULCHED.
17. ALL STORM SEWER CURB AND DITCH BOTTOM INLETS SHALL CONFORM TO THE APPLICABLE FDOT STANDARD PLANS ALL DRAINAGE STRUCTURES WITH GRATES THAT ARE LOCATED IN GRASSED AREAS SHALL HAVE THE GRATE CHAINED TO THE STRUCTURE USING AN EYE BOLT AND CHAIN.
18. ALL CONCRETE STRUCTURES SHALL HAVE ALL EXPOSED EDGES CHAMFERED 3/4" AND CLASS I SURFACE FINISH.
19. ALL HDPE FITTINGS AND CONNECTORS SHALL BE WATER TIGHT. SEE SPECIFICATIONS FOR MORE INFORMATION.
20. COMPACTION OF ALL MATERIALS SHALL BE LIMITED TO STATIC MODE ONLY, UNLESS DIRECTED OTHERWISE BY THE ENGINEER OF RECORD.
21. ALL RCP PIPE JOINTS SHALL BE WRAPPED WITH FILTER FABRIC IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION SECTION 430.

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REVISIONS:

SUBMITTALS:

CLIENT:
MCCREE ARCHITECTS & ENGINEERS, INC

PROJECT:
WINTER SPRINGS DENTISTRY

SHEET TITLE:
GENERAL NOTES

SCALE:
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

PROJECT NUMBER:
26-0385

TECHNICIAN:
PRADNYA P. PATIL

DESIGNER:

QUALITY CONTROL:
FRANKLIN A. PORTER

JASON P. MAHONEY
FL PE No. 65183

SHEET NO.:
C0.10

Tech: Hibbler-Pelli Plot Date: Sep 28,2026 10:32pm Filename: \\nv5.com\pantera\NFK-Fshr\51\061\Civil\civil2\(05850)\plot\Winter Springs Dentistry - Sec Howe Core Development\DWG\C0.10 GENERAL NOTES.dwg

ABBREVIATIONS

	SYMBOLS
'	FEET (WHEN USED WITH LENGTHS)
°	DEGREES
'	MINUTES (WHEN USED WITH ANGLES)
"	SECONDS
%	PERCENT
@	AT
	A
AASHTO	ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
AC	ACRES
ADA	AMERICAN WITH DISABILITIES ACT
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
ARCH	ARCHITECT
ARV	AIR RELEASE VALVE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWWA	AMERICAN WATER WORKS ASSOCIATION
	B
BC	BACK OF CURB
BFP	BACKFLOW PREVENTER
BLDG	BUILDING
BM	BENCHMARK
BMP	BEST MANAGEMENT PRACTICE
BOC	BACK OF CURB
BVCS	BEGIN VERTICAL CURVE STATION
BVCE	BEGIN VERTICAL CURVE ELEVATION
BW	BOTTOM OF WALL
BSL	BUILDING SETBACK LINE
	C
CATV	CABLE TELEVISION
CI	CURB INLET
CIP	CAST IRON PIPE
CLDIP	CEMENT LINE DUCTILE IRON PIPE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
COA	CITY OF ALACHUA
CONC	CONCRETE
COORD	COORDINATE
CR	COUNTY ROAD
C/O	CLEANOUT
	D
DBH	DIAMETER AT BREAST HEIGHT
DE	DRAINAGE EASEMENT
DEG	DEGREE
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
DWG	DRAWING
	E
e	RATE OF ELEVATION
E	EAST
EA	EACH
EL	ELEVATION
ELEV	ELEVATION
EOP	EDGE OF PAVEMENT
EOR	ENGINEER OF RECORD
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
ESMT	EASEMENT
EVCS	END VERTICAL CURVE STATION
EVCE	END VERTICAL CURVE ELEVATION
EX	EXISTING
	F
FAC	FLORIDA ADMINISTRATIVE CODE
FBR	FLORIDA BEARING RATIO
FC	FRICTION COURSE
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FHWA	FLORIDA HIGHWAY ADMINISTRATION
FIG	FIGURE
FM	FORCE MAIN
FOC	FACE OF CURB
FS	FLORIDA STATUTES
FT	FEET
	G
GALV	GALVANIZED
GM	GAS MAIN
GV	GATE VALVE
	H
HDPE	HIGH DENSITY POLYETHYLENE
HP	HIGH POINT
	I
ID	IDENTIFICATION
INV	INVERT
INV EL	INVERT ELEVATION
IP	IRON PIPE
	K
K	VERTICAL CURVE RATE OF CHANGE
	L
L	LENGTH
LA	LANDSCAPE ARCHITECT
LBR	LIMEROCK BEARING RATIO
LDR	LAND DEVELOPMENT REGULATION
LF	LINEAR FEET
LP	LOW POINT
LT	LEFT
	M
MAX	MAXIMUM
ME	MATCH EXISTING
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
	N
N	NORTH
N-E	NORTHING - EASTING
N/A	NOT APPLICABLE
NAVD	NORTH AMERICAN VERTICAL DATUM OF 1988
NGVD	NATIONAL GEODETIC VERTICAL DATUM OF 1929
NO	NUMBER
NPDES	NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
NTS	NOT TO SCALE
	O
OC	ON CENTER
OHW	OVERHEAD WIRE
ORB	OFFICIAL RECORDS BOOK
OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
	P
PAVT	PAVEMENT
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVE
PE	POLYETHYLENE
PERF	PERFORATED
PROP	PROPOSED
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
PUE	PUBLIC UTILITY EASEMENT
PVI	POINT OF VERTICAL INTERSECTION
	R
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RPM	RAISED REFLECTIVE PAVEMENT MARKER
RPZ	REDUCED PRESSURE ZONE
RT	RIGHT
RWM	RECLAIMED WATER MAIN
R/W	RIGHT-OF-WAY
	S
S	SOUTH
SAN	SANITARY
SHWE	SEASONAL HIGH WATER ELEVATION
SF	SILT FENCE
SL	SLOPE
SP	SUPERPAVE
SR	STATE ROAD
SS	SANITARY SEWER
ST	STORM
STA	STATION
STD	STANDARD
	T
TB	TREE BARRICADE
TCE	TEMPORARY CONSTRUCTION EASEMENT
TEMP	TEMPORARY
TOB	TOP OF BANK
TV	TELEVISION
TW	TOP OF WALL
TYP	TYPICAL
	U
USF	UNITED STATES FOUNDRY
USGS	UNITED STATES GEOLOGICAL SURVEY
UTIL	UTILITY
	V
V	VERTICAL
VC	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
	W
W	WEST
W	WATER
W/	WITH
WM	WATER MAIN
WW	WASTEWATER
WWF	WELDED WIRE FABRIC

SIGNAGE

SIGNS ARE PER FDOT SPECIFICATIONS OR PER MUTCD. SIGN POSTS AND INSTALLATION SHALL BE PER FDOT INDEX NO. 700-010. SIGN PLACEMENT SHALL BE PER FDOT INDEX NO. 700-101.

FTP-20-06 (12" X 18") PER FDOT INDEX NO. 700-102

R1-1 "STOP" - SEE PLANS FOR SIZE

SITE INFORMATION

- EX. PROPERTY LINE
- LANDSCAPE BUFFER LINE
- BUILDING SETBACK LINE
- WETLAND LIMITS LINE
- WETLAND SETBACK LINE
- CENTER LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- SF — SF — SILT FENCE LINE
- TB — TB — TREE BARRICADE LINE
- EX. STRUCTURE OR BUILDING
- PROPOSED BUILDING
- PROPOSED ASPHALTIC PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED DETECTABLE WARNING SURFACE
- DIRECTIONAL TRAFFIC ARROW PER FDOT INDEX NO. 711-001
- WATERSHED DIVIDE
- 99 EX. ELEVATION CONTOUR
- 99 PROPOSED CONTOUR
- 93.2x EX. SPOT ELEVATION
- 93.23 PROPOSED SPOT ELEVATION
- DIRECTION OF SURFACE DRAINAGE FLOW
- PROPOSED SWALE LINE
- X — X EX. FENCE
- PROPOSED FENCE
- 12" PINE EX. TREE (SIZE & TYPE)
- 1234 EX. TREE (TREE ID)
- 12" PINE EX. TREE TO BE REMOVED (SIZE & TYPE)
- 1234 EX. TREE TO BE REMOVED (TREE ID)
- PROJECT BENCHMARK

STORMWATER

THE PROPOSED STORMWATER STRUCTURES DEPICTED BELOW ARE DRAWN PER FDOT SPECIFICATIONS AND TO SCALE WHEN SHOWN ON THE PLAN SHEETS.

- ST — ST EX. GRAVITY STORMWATER MAIN
- P-ST PROPOSED GRAVITY STORMWATER MAIN (PIPE LENGTHS ARE FROM N-E LOCATION OF A STRUCTURE TO N-E LOCATION OF A STRUCTURE)
- EX. STORMWATER MANHOLE
- N-E LOCATION TOP/RIM ELEV. LOCATION — PROPOSED 48" DIA. STORMWATER MANHOLE PER FDOT INDEX. NO. 425-001 AND 425-010
- N-E LOCATION TOP/GRATE ELEV. LOCATION — PROPOSED CIRCULAR AREA DRAIN
- N-E LOCATION TOP/GRATE ELEV. LOCATION — PROPOSED SQUARE AREA DRAIN
- N-E LOCATION TOP ELEV. LOCATION — PROPOSED TYPE 1 CURB INLET TOP PER FDOT INDEX NO. 425-020 (SEE PLANS FOR BOTTOM SPECIFICATION)
- N-E LOCATION TOP ELEV. LOCATION — PROPOSED TYPE 2 CURB INLET TOP PER FDOT INDEX NO. 425-020 (SEE PLANS FOR BOTTOM SPECIFICATION)
- N-E LOCATION TOP ELEV. LOCATION — PROPOSED TYPE 3 CURB INLET TOP PER FDOT INDEX NO. 425-020 (SEE PLANS FOR BOTTOM SPECIFICATION)
- N-E LOCATION TOP ELEV. LOCATION — PROPOSED TYPE 4 CURB INLET TOP PER FDOT INDEX NO. 425-020 (SEE PLANS FOR BOTTOM SPECIFICATION)
- N-E LOCATION TOP ELEV. LOCATION — PROPOSED TYPE 5 CURB INLET TOP PER FDOT INDEX NO. 425-021 (SEE PLANS FOR BOTTOM SPECIFICATION)
- N-E LOCATION TOP ELEV. LOCATION — PROPOSED TYPE 6 CURB INLET TOP PER FDOT INDEX NO. 425-021 (SEE PLANS FOR BOTTOM SPECIFICATION)
- N-E LOCATION TOP/GRATE ELEV. LOCATION — PROPOSED TYPE 9 CURB INLET TOP PER FDOT INDEX NO. 425-024 (SEE PLANS FOR BOTTOM SPECIFICATION)
- N-E LOCATION TOP/GRATE ELEV. LOCATION — PROPOSED TYPE 'C' DITCH BOTTOM INLET TOP PER FDOT INDEX NO. 425-052 (SEE PLANS FOR GRATE MATERIAL AND BOTTOM SPECIFICATION)
- N-E LOCATION TOP/GRATE ELEV. LOCATION — PROPOSED TYPE 'D' DITCH BOTTOM INLET TOP PER FDOT INDEX NO. 425-052 (SEE PLANS FOR GRATE MATERIAL AND BOTTOM SPECIFICATION)
- N-E LOCATION TOP/GRATE ELEV. LOCATION — PROPOSED TYPE 'E' DITCH BOTTOM INLET TOP PER FDOT INDEX NO. 425-052 (SEE PLANS FOR GRATE MATERIAL AND BOTTOM SPECIFICATION)
- N-E LOCATION TOP/GRATE ELEV. LOCATION — PROPOSED TYPE 'F' DITCH BOTTOM INLET TOP WITH STEEL GRATE PER FDOT INDEX NO. 425-053 (SEE PLANS FOR BOTTOM SPECIFICATION)
- N-E LOCATION TOP/GRATE ELEV. LOCATION — PROPOSED TYPE 'G' DITCH BOTTOM INLET TOP WITH STEEL GRATE PER FDOT INDEX NO. 425-053 (SEE PLANS FOR BOTTOM SPECIFICATION)
- N-E LOCATION TOP/GRATE ELEV. LOCATION — PROPOSED TYPE 'H' DITCH BOTTOM INLET TOP PER FDOT INDEX NO. 425-052 (SEE PLANS FOR GRATE MATERIAL AND BOTTOM SPECIFICATION)
- N-E LOCATION TOP/GRATE ELEV. LOCATION — PROPOSED TYPE 'J' DITCH BOTTOM INLET TOP WITH STEEL GRATE PER FDOT INDEX NO. 425-054 (SEE PLANS FOR BOTTOM SPECIFICATION)
- PIPE INV. LOCATION / N-E LOCATION — PROPOSED U-TYPE CONCRETE ENDWALLS WITH GRATES PER FDOT INDEX NO. 430-010 (SEE PLANS FOR SIZE)
- N-E LOCATION INV. ELEV. LOCATION — PROPOSED FLARED END SECTION PER FDOT INDEX NO. 430-020 (SEE PLANS FOR SIZE)
- N-E LOCATION PIPE INV. ELEV. LOCATION — PROPOSED CROSS DRAIN MITERED END SECTION PER FDOT INDEX NO. 430-021 (SEE PLANS FOR SIZE)
- N-E LOCATION PIPE INV. ELEV. LOCATION — PROPOSED SIDE DRAIN MITERED END SECTION PER FDOT INDEX NO. 430-022 (SEE PLANS FOR SIZE)
- S-10 PROPOSED STORMWATER STRUCTURE ID TAG

POTABLE AND RECLAIMED WATER

- W — W EX. POTABLE WATER MAIN
- P-W PROPOSED POTABLE WATER MAIN
- RCW — RCW EX. RECLAIMED WATER MAIN
- P-RCW PROPOSED RECLAIMED WATER MAIN
- 11.25° BEND W/ MECHANICALLY RESTRAINED JOINTS (POTABLE AND RCW)
- 22.5° BEND W/ MECHANICALLY RESTRAINED JOINTS (POTABLE AND RCW)
- 45° BEND W/ MECHANICALLY RESTRAINED JOINTS (POTABLE AND RCW)
- 90° BEND W/ MECHANICALLY RESTRAINED JOINTS (POTABLE AND RCW)
- TEE (POTABLE AND RCW)
- CROSS (POTABLE AND RCW)
- BLOWOFF ASSEMBLY (POTABLE AND RCW)
- REDUCER (POTABLE AND RCW)
- EX. GATE VALVE AND BOX (POTABLE AND RCW)
- PROPOSED GATE VALVE AND BOX (POTABLE AND RCW)
- EX. AIR RELEASE VALVE (POTABLE AND RCW)
- PROPOSED AIR RELEASE VALVE (POTABLE AND RCW)
- EX. FIRE HYDRANT ASSEMBLY
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED SAMPLE POINT
- EX. WATER METER (POTABLE AND RCW)
- PROPOSED POTABLE WATER METER
- PROPOSED POTABLE WATER BACK FLOW PREVENTER
- PROPOSED RECLAIMED WATER METER
- W EX. WATER WELL
- EX. HOSE BIB (POTABLE AND RECLAIMED)
- PROPOSED HOSE BIB (POTABLE AND RECLAIMED)
- 11 PROPOSED FITTING ID TAG (POTABLE AND RECLAIMED)

WASTEWATER

- WW — WW EX. GRAVITY WASTEWATER MAIN
- P-WW PROPOSED GRAVITY WASTEWATER MAIN (PIPE LENGTHS ARE FROM N-E LOCATION OF A STRUCTURE TO N-E LOCATION OF A STRUCTURE)
- FM — FM EX. WASTEWATER FORCE MAIN
- P-FM PROPOSED WASTEWATER FORCE MAIN
- EX. WASTEWATER MANHOLE
- N-E LOCATION RIM ELEV. LOCATION — PROPOSED WASTEWATER MANHOLE
- EX. WASTEWATER CLEANOUT
- PROPOSED WASTEWATER CLEANOUT
- PROPOSED WASTEWATER GREASE TRAP
- MH# PROPOSED WASTEWATER MANHOLE ID
- 11.25° BEND W/ MECHANICALLY RESTRAINED JOINTS (WW FORCE MAIN)
- 22.5° BEND W/ MECHANICALLY RESTRAINED JOINTS (WW FORCE MAIN)
- 45° BEND W/ MECHANICALLY RESTRAINED JOINTS (WW FORCE MAIN)
- 90° BEND W/ MECHANICALLY RESTRAINED JOINTS (WW FORCE MAIN)
- WYE W/ MECHANICALLY RESTRAINED JOINTS (WW FORCE MAIN)
- EX. PLUG VALVE AND BOX (WW FORCE MAIN)
- PROPOSED PLUG VALVE AND BOX (WW FORCE MAIN)
- EX. AIR RELEASE VALVE (WW FORCE MAIN)
- PROPOSED AIR RELEASE VALVE (WW FORCE MAIN)

MISCELLANEOUS UTILITIES

THE PROPOSED UTILITIES BELOW ARE DESIGN BY OTHERS AND ARE DEPICTED FOR COORDINATION PURPOSES ONLY. REFER TO PLANS BY OTHERS FOR EXACT LOCATIONS, DIMENSION, AND DETAILS.

- P-ATT PROPOSED AT&T LINE
- BC — BC EX. BURIED CABLE LINE
- P-BC PROPOSED BURIED CABLE LINE
- BTEL EX. BURIED TELEPHONE LINE
- P-TEL PROPOSED TELEPHONE LINE
- CATV EX. CABLE TELEVISION LINE
- P-TV PROPOSED CABLE/TELEVISION LINE
- FO — FO EX. FIBER OPTIC LINE
- UGTEL EX. UNDERGROUND TELEPHONE LINE
- Te EX. TELEPHONE PEDESTAL
- EX. TELEVISION/CABLE PEDESTAL
- CHW — CHW EX. CHILLED WATER MAIN
- P-CHW PROPOSED CHILLED WATER MAIN
- FIRE EX. FIRE MAIN
- P-FIRE PROPOSED FIRE MAIN
- IRR — IRR EX. IRRIGATION LINE
- P-IRR PROPOSED IRRIGATION LINE
- STEAM EX. STEAM LINE
- P-STEAM PROPOSED STEAM LINE
- P-CLAY PROPOSED CLAY ELECTRIC LINE
- E — E EX. ELECTRIC LINE
- P-E PROPOSED ELECTRIC LINE
- EN — EN EX. ENERGY LINE
- P-LIGHT PROPOSED PRIVATE LIGHTING LINE
- OHW — OHW EX. OVERHEAD WIRE LINE
- UGE — UGE EX. UNDERGROUND ELECTRIC LINE
- EX. LIGHT
- EX. UTILITY POLE
- EX. UTILITY POLE
- EX. WOOD POWER POLE
- EX. GUY ANCHOR
- T PROPOSED TRANSFORMER
- GAS — GAS EX. GAS LINE
- P-GAS PROPOSED GAS LINE
- EX. GAS MARKER
- EX. GAS MARKER

NOTES:
1. THIS LEGEND IS ALL INCLUSIVE AND MAY INCLUDE ITEMS NOT A PART OF THIS PLAN SET.

2. SYMBOLS SHOWN ON THIS SHEET ARE FOR ILLUSTRATIVE PURPOSES ONLY. UNLESS NOTED OTHERWISE, SYMBOLS IN THESE PLANS MAY NOT BE REPRESENTATIVE OF SIZE.

NV5
11801 Research Drive
Alachua, Florida 32615
(352)331-1976
www.nv5.com

REVISIONS:

SUBMITTALS:

CLIENT:
MCCREE ARCHITECTS & ENGINEERS, INC

PROJECT:
WINTER SPRINGS DENTISTRY

SHEET TITLE:
LEGEND

SCALE:
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

PROJECT NUMBER:
26-0385

TECHNICIAN:
PRADNYA P. PATIL

DESIGNER:

QUALITY CONTROL:
FRANKLIN A. PORTER

JASON P. MAHONEY
FL PE No. 65183

SHEET NO.:
C0.11

Tech: Vaibhav.Patil Plot Date: Sep 18,2026 10:31pm Filename: \\nv5.com\partners\NV-Fldr\FL\GNV\Civil\[USERSP]\ppatil\Water Springs Dentistry - Sec Hawk Cove Development\SHEETS\C0.11 LEGEND.dwg

I. INTRODUCTION

THIS DOCUMENT WAS PREPARED IN ORDER TO ILLUSTRATE COMPLIANCE WITH CHAPTER 62-621.300 (4) OF THE FLORIDA ADMINISTRATIVE CODE, WHICH PERTAINS TO THE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. THE ADMINISTRATIVE CODE GRANTS THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) THE AUTHORITY TO REGULATE POINT SOURCE DISCHARGE OF STORMWATER FROM CONSTRUCTION SITES. THIS DOCUMENT ESTABLISHES A STORMWATER POLLUTION PREVENTION PLAN FOR THE SITE USING STANDARD PRACTICE AND BEST MANAGEMENT PRACTICES (BMPs) AND IS ORGANIZED TO CORRESPOND TO 62-621.300(4)(a) GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES FDEP FORM 62-621.300(4)(b) IS TO BE SUBMITTED IN CONJUNCTION WITH THIS DOCUMENT. CONTRACTOR(S) MUST FILL IN THE ACTIVITIES SEQUENCE (SECTION ii. B. BELOW) AND SIGN THIS SHEET (REFER TO SIGNATURE TABLE THIS SHEET) AND RETAIN THIS SHEET AND ALL FOLLOWING SWPPP SHEETS ON SITE. ALTERNATIVELY, CONTRACTOR(S) MAY PREPARE AND SIGN THEIR OWN SWPP PLAN MEETING THE REQUIREMENTS. IF THE SITE OR CONTRACTOR ACTIVITIES REQUIRE ANY BMPs THAT ARE NOT DESCRIBED ON THIS SHEET, THE CONTRACTOR MUST PREPARE AN ALTERNATIVE OR ADDITIONAL SWPPP DOCUMENT CONTAINING THE NECESSARY BMPs.

II. SITE DESCRIPTION

COUNTY:	*SEMINOLE COUNTY, FLORIDA*
SECTION, TOWNSHIP, RANGE:	*SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST*
COUNTY PARCEL NO.:	*PART OF 6-21-31-510-0000-001B*
STREET ADDRESS:	*SEA HAWK COVE*
PROJECT AREA:	*0.52 ACRES*
SITE LOCATION MAP:	*SEE COVER SHEET OF CONSTRUCTION DRAWINGS*

A. NATURE OF CONSTRUCTION ACTIVITY

THE PROPOSED DEVELOPMENT IS THE CONSTRUCTION OF 4,737 S.F. OF DENTAL OFFICE AND ASSOCIATED PAVEMENT FOR DRIVEWAYS AND PARKING, SIDEWALKS, AND UTILITIES. THE PROJECT SITE IS LOCATED AT THE CORNER OF SR 434 AND MICHAEL BLAKE BLVD, WINTER SPRINGS, FLORIDA. THE PROJECT SITE TOTAL AREA IS APPROXIMATELY 0.52 ACRES.

B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES – CONTRACTOR MUST FILL IN DAYS

PRIOR TO CONSTRUCTION, SILT FENCING AND TREE PROTECTION FENCING SHALL BE INSTALLED AND ALL EXISTING STORM DRAINAGE SWALE AND INLETS SHALL BE PROTECTED IN ACCORDANCE WITH THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL, DATED JULY 2013, AND THESE PLANS.
THE CONSTRUCTION SERVICE ENTRANCE SHALL BE STABILIZED TO MINIMIZE THE CREATION OF DUST AND OFF-SITE TRACKING OF SEDIMENTS.
ONLY THE AREA COMPRISING THE PROPOSED STORMWATER MANAGEMENT FACILITY(S) SHALL BE CLEARED AND GRUBBED OF UNWANTED VEGETATION.
THE PROPOSED STORMWATER MANAGEMENT FACILITY(S) SHALL BE CONSTRUCTED.
IF SUITABLE, THE EXCAVATED SOIL FROM THE FACILITY(S) MAY BE USED AS FILL FOR ON-SITE GRADING THAT IS DEPICTED IN THESE CONSTRUCTION PLANS. THE CONTRACTOR SHALL DISPOSE OF ALL UNSUITABLE MATERIAL ON-SITE OR OFF-SITE TO A PERMITTED LOCATION.
THE REMAINING PORTION OF THE SITE THAT IS TREATED BY THE CONSTRUCTED STORMWATER MANAGEMENT FACILITY(S) SHALL BE CLEARED AND GRUBBED.
THE PERMANENT ROADWAYS/DRIVEWAYS SHALL BE ROUGHLY GRADED.
THE UNDERGROUND UTILITIES INFRASTRUCTURE AND STORMWATER PIPING SYSTEM SHALL BE INSTALLED. ANY DE-WATERING (PUMPED) SHALL BE DIVERTED TO THE ASSOCIATED STORMWATER MANAGEMENT FACILITY(S).
THE PERMANENT ROADWAY/DRIVEWAY SUBGRADE SHALL BE COMPACTED, A LIMEROCK BASE SHALL BE ESTABLISHED, AND THEN FOLLOWED BY AN OVERLAY OF ASPHALT.
UPON SIGNIFICANT COMPLETION OF CONSTRUCTION, THE STORMWATER PIPING SYSTEM SHALL BE FLUSHED OUT TO REMOVE ACCUMULATED DEBRIS AND SEDIMENT.
ALL REMAINING DISTURBED AREAS WITHIN THE CONSTRUCTION AREA SHALL BE COMPLETELY GRASSED AND/OR LANDSCAPED ACCORDING TO THESE PLANS. TURF ESTABLISHMENT SHALL BE PER FDOT STANDARD SPECIFICATIONS SECTION 570. EVIDENCE OF GROWTH MUST BE PRESENT PRIOR TO REMOVAL OF SILT FENCING AND OTHER EROSION CONTROL APPLICATIONS.

C. SITE DEVELOPMENT DATA:

TOTAL PROJECT SITE AREA:	*0.52 ACRES*
TOTAL SITE AREA TO BE DISTURBED:	*0.34 ACRES*
TOTAL IMPERVIOUS AREA (AS SHOWN IN CONSTRUCTION DRAWINGS):	*0.33 ACRES*
TOTAL OPEN AREA:	*0.19ACRES*

D. SOIL CONDITIONS AND STORMWATER QUALITY

THE NRCS DATA FOR THE SITE REVEALS THAT THE SITE SOILS ARE COMPRISED OF CANDLER SAND. PLEASE SEE THE STORMWATER POLLUTION PREVENTION PLAN (C0.21) FOR DETAILS.

F. STORMWATER OUTFALL LOCATION AND RECEIVING WATER BODY

THIS PROJECT IS SERVED BY AN EXISTING MASTER STORMWATER MANAGEMENT FACILITY.

III. CONTROLS TO REDUCE POLLUTION

AS OUTLINED IN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) PERMIT, ALL CONSTRUCTION ACTIVITIES SHALL BE CONDUCTED IN A MANNER AS TO NOT VIOLATE STATE WATER QUALITY STANDARDS. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES REQUIRED TO RETAIN SEDIMENT ON-SITE. IF SITE CONDITIONS ARE SUCH THAT ADDITIONAL CONTROL MEASURES ARE REQUIRED OTHER THAN WHAT IS SPECIFIED IN THE EROSION AND SEDIMENTATION CONTROL PLAN, THEN THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL BEST MANAGEMENT PRACTICES. THESE MEASURES MUST BE INSPECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PHASE AND UNTIL AS DIRECTED BY THESE PLANS. THE STORMWATER POLLUTION PREVENTION PLAN (C0.21) AND SECTION IV BELOW PROVIDE DETAILS ON THE SPECIFIC CONTROL MEASURES TO REDUCE STORMWATER POLLUTION.

IV. EROSION AND SEDIMENT CONTROLS

A. STABILIZATION PRACTICES

EXISTING TREES AND NATURAL VEGETATION TO REMAIN ON-SITE SHALL BE PROTECTED BY TREE BARRICADE FENCING AS DEPICTED ON THE STORMWATER POLLUTION PREVENTION PLAN (C0.21). TYPE III SILT FENCING SHALL PROTECT ALL DRAINAGE STRUCTURES AND SHALL BUFFER AREAS WITH POTENTIAL TO CONTRIBUTE OFF-SITE RUNOFF AND AS SPECIFICALLY DEPICTED ON THE STORMWATER POLLUTION PREVENTION PLAN (C0.21). STABILIZATION MEASURES SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION HAS TEMPORARILY OR PERMANENTLY CEASED. AS SPECIFIED IN SECTION II.B. ABOVE, UPON COMPLETION OF CONSTRUCTION, ALL STORMWATER MANAGEMENT FACILITIES SHALL BE SCRAPED CLEAN OF ACCUMULATED SEDIMENT AFTER THE COMPLETION OF CONSTRUCTION. ALL TURF ESTABLISHMENT SHALL BE PERFORMED MEETING THE REQUIREMENTS OF SECTION 570 OF THE STANDARD SPECIFICATIONS. EVIDENCE OF GROWTH MUST BE PRESENT PRIOR TO FINAL RELEASE.

B. STRUCTURE PRACTICES

AS DEPICTED IN THE STORMWATER POLLUTION PREVENTION PLAN (C0.21), A STORMWATER MANAGEMENT SYSTEM WILL BE CONSTRUCTED AND WILL BE COMPRISED OF STORM PIPE CONVEYANCE TO AN EXISTING MASTER STORMWATER MANAGEMENT SYSTEM. TO PREVENT EROSION DURING CONSTRUCTION, TYPE III SILT FENCING WILL BE INSTALLED IN THE LOCATIONS SHOWN ON THE PLANS. ALL EXISTING AND PROPOSED STORM DRAINS AND DRAINAGE SWALES SHALL BE PROTECTED ACCORDING TO THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL, DATED JULY 2013 OR PER DETAILS PROVIDED ON SHEET C0.21 UNTIL CONSTRUCTION IS COMPLETE. THE STORM PIPE CONVEYANCE SYSTEM SHALL BE FLUSHED OUT TO REMOVE ALL ACCUMULATED DEBRIS AND SEDIMENT UPON COMPLETION OF CONSTRUCTION.

C. DRAINAGE LOCATIONS THAT SERVE AREAS WITH LESS THAN 10 DISTURBED ACRES

AS SPECIFIED IN THE "SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES," THE SMF(S) WILL BE CONSTRUCTED PRIOR TO CLEARING AND GRUBBING OUTSIDE OF THE SMF(S) AREAS AND CONSTRUCTION OF THE PERMANENT PAVED AREAS. THE TOTAL CONTRIBUTING DRAINAGE AREA TO THE STORMWATER MANAGEMENT SYSTEM IS APPROXIMATELY 0.33 ACRES AND WILL CONSIST OF APPROXIMATELY 0.34 ACRES OF DISTURBED CONSTRUCTION AREA. THEREFORE, NO ADDITIONAL SEDIMENT TRAP BASINS ARE NECESSARY TO PROVIDE SEDIMENT STORAGE ON-SITE DURING CONSTRUCTION. AS SHOWN ON THE STORMWATER POLLUTION PREVENTION PLAN (C0.21), THE PROPOSED STORMWATER MANAGEMENT SYSTEM WILL PREVENT OFF-SITE EROSION DURING CONSTRUCTION. SILT FENCES OR EQUIVALENT SEDIMENT CONTROLS SHALL BE INSTALLED AT SIDE SLOPE AND DOWN SLOPE BOUNDARIES, INLET LOCATION, OUTLET LOCATIONS, AND OTHER LOCATIONS AS SHOWN ON THE STORMWATER POLLUTION PREVENTION PLAN, AS REQUIRED. BY COMPLETION OF CONSTRUCTION, THE SIDE SLOPES, SWALES, AND ALL DISTURBED AREAS SHALL BE STABILIZED WITH GRASS AND LANDSCAPING AS SPECIFIED ON THE CONSTRUCTION DRAWINGS.

D. DRAINAGE LOCATIONS THAT SERVE AREAS WITH MORE THAN 10 DISTURBED ACRES

NOT APPLICABLE, SEE SECTION C, ABOVE.

V. STORMWATER MANAGEMENT

A. BEST MANAGEMENT PRACTICES

AFTER CONSTRUCTION, THE STORMWATER MANAGEMENT SYSTEM SHALL BE MAINTAINED IN ACCORDANCE WITH THE SPECIFIED STORMWATER MAINTENANCE NOTES IN THE INCLUDED CONSTRUCTION DRAWINGS AND/OR RESPECTIVE MAINTENANCE REPORTS. SPECIFICALLY, THE PROPOSED SMF(S) SHALL BE MOWED REGULARLY IN THE SPECIFIED AREAS, STORM PIPES AND STRUCTURES WILL BE INSPECTED SEMI-ANNUALLY AND CLEANED ANNUALLY, SMF(S) SIDE SLOPES SHALL BE MAINTAINED TO PREVENT EROSION, AND LANDSCAPING AND GRASS THAT PREVENTS EROSION SHALL BE MAINTAINED. ADDITIONALLY, REMEDIAL ACTIONS SHALL BE TAKEN SHOULD THE SMF(S) NOT PERFORM AS DESIGNED.

B. VEGETATED SWALES

WHEN VEGETATED SWALES ARE UTILIZED, SILT FENCING OR EQUIVALENT SEDIMENT CONTROLS SHALL BE INSTALLED AT ADEQUATE INTERVALS TO COLLECT SEDIMENT ALONG THE SWALE. THE SEDIMENT SHALL BE REMOVED WHEN SEDIMENT REACHES ONE-THIRD OF THE HEIGHT OF THE SILT FENCING. SEE THE STORMWATER POLLUTION PREVENTION PLAN (C0.21) FOR DETAILS AND LOCATIONS, AS REQUIRED.

C. VELOCITY DISSIPATION DEVICES AT DISCHARGE POINTS

WHEN DISCHARGE POINTS ARE NOT LOCATED UNDER WATER, RIP RAP PADS HAVE BEEN PROVIDED AT LOCATIONS WHERE NECESSARY DUE TO ANTICIPATED DISCHARGE VELOCITIES. PLEASE SEE THE CONSTRUCTION PLANS FOR DETAILS AND LOCATIONS, AS NEEDED.

VI. CONTROLS FOR OTHER POTENTIAL POLLUTANTS

A. WASTE DISPOSAL

THE CONTRACTOR SHALL PROVIDE LITTER COLLECTION CONTAINERS WITHIN THE PROJECT BOUNDARIES DURING CONSTRUCTION. CONTRACTOR SHALL DISPOSE OF ALL UNSUITABLE MATERIALS AND CONSTRUCTION DEBRIS IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS.

B. DUST CONTROL

TO PREVENT OFF-SITE VEHICULAR TRACKING OF SEDIMENTS AND DUST GENERATION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE ESTABLISHED BY THE SITE CONTRACTOR. PLEASE SEE THE STORMWATER POLLUTION PREVENTION PLAN (C0.21) FOR DETAILS AND LOCATION(S).

C. EXISTING VERSUS PROPOSED POTABLE AND SANITARY SEWER SYSTEMS

THERE ARE EXISTING SANITARY SEWER AND POTABLE WATER SYSTEMS LOCATED ON THE PROJECT SITE. EXTENSION AND UPGRADES ARE PROPOSED. IF TEMPORARY SANITARY SYSTEMS ARE UTILIZED DURING CONSTRUCTION, THE CONTRACTOR SHALL PROPERLY CONTROL AND DISCHARGE ANY SANITARY WASTE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.

D. FERTILIZER & PESTICIDES

THE USE OF FERTILIZERS, HERBICIDES, AND PESTICIDES ON THE PROJECT SITE, WILL BE DIRECTED BY THE LANDSCAPE PLAN AND THE FDOT STANDARD SPECIFICATIONS SECTION 570, TO SUPPORT THE GROWTH OF THE PROPOSED VEGETATION. ESTABLISHING THIS VEGETATION WILL AID IN THE STABILIZATION OF THE PROJECT SITE AND REDUCE EROSION. APPLICATION RATES FOR THE FERTILIZERS, HERBICIDES, AND PESTICIDES SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS TO GUARD AGAINST OVER-USE, WHICH CAN LEAD TO VIOLATIONS OF STATE WATER QUALITY STANDARDS.

E. TOXIC MATERIAL

THE CONSTRUCTION SITE WILL BE IN FULL COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS. A PLASTIC MAT, TAR PAPER, OR OTHER IMPERVIOUS MATERIAL SHALL BE PLACED UNDER AREAS WHERE TOXIC LIQUIDS ARE TO BE OPENED AND STORED.

F. HAZARDOUS MATERIALS

ALL HAZARDOUS MATERIALS SHALL BE STORED IN A SECURE LOCATION, UNDER COVER, AND IN APPROPRIATE TIGHTLY, SEALED CONTAINERS WHEN NOT IN USE. ALL PRODUCTS SHALL BE STORED IN AND USED FROM THE ORIGINAL CONTAINER WITH THE ORIGINAL PRODUCT LABEL. CONTAINERS MUST BE STORED IN A MANNER TO PROTECT THEM FROM THE ELEMENTS AND INCIDENTAL DAMAGE. THE MINIMUM PRACTICAL QUANTITY OF ALL SUCH MATERIALS SHALL BE KEPT ON THE JOB SITE AND SCHEDULED FOR DELIVERY AS CLOSE TO TIME OF USE AS PRACTICAL.

ALL PRODUCTS SHALL BE USED IN STRICT COMPLIANCE WITH THE INSTRUCTIONS ON THE PRODUCT LABEL.

SUFFICIENT EQUIPMENT AND/OR MATERIALS SHALL BE KEPT ONSITE TO CONTAIN AND CLEAN UP SPILLS OF HAZARDOUS MATERIALS IN THE AREAS WHERE THESE MATERIALS ARE STORED OR USED. SPILL CONTROL AND CONTAINMENT KIT SUPPLIES SHALL BE OF SUFFICIENT QUANTITIES AND APPROPRIATE CONTENT TO CONTAIN A SPILL FROM THE LARGEST ANTICIPATED PIECE OF EQUIPMENT AND FROM THE LARGEST ANTICIPATED QUANTITIES OF PRODUCTS STORED ON THE SITE AT ANY GIVEN TIME.

CONTRACTOR TO CONTAIN AND CLEAN UP ANY SPILLS IMMEDIATELY AFTER THEY OCCUR. ANY SPILLS OF PETROLEUM PRODUCTS OR HAZARDOUS MATERIALS IN EXCESS OF REPORTABLE QUANTITIES AS DEFINED BY EPA, STATE, OR LOCAL AGENCY REGULATIONS SHALL BE REPORTED TO THE APPROPRIATE AGENCIES IN THE REQUIRED TIME FRAMES. THE CONTRACTOR SHALL PROVIDE A WRITTEN NOTICE TO THE OWNER IMMEDIATELY UPON IDENTIFICATION OF ANY SPILL.

ALL EXCESS, USED, OR SPILLED PRODUCTS, INCLUDING CONTAMINATED SOIL, SHALL BE DISPOSED OF BY THE CONTRACTOR IN STRICT COMPLIANCE WITH INSTRUCTIONS ON THE PRODUCT LABEL AND ALL APPLICABLE REGULATIONS.

VII. APPROVED STATE AND LOCAL PLANS

THE CONSTRUCTION DRAWINGS FOR THE PROJECT WERE APPROVED AND PERMITTED BY THE FOLLOWING AGENCIES:

- *CITY OF WINTER SPRINGS*
- *ST. JOHNS RIVER WATER MANAGEMENT DISTRICT*
- *FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION*

VIII. CONSTRUCTION ACTIVITY DISCHARGES

IN ACCORDANCE WITH THIS PLAN, THERE ARE NO ANTICIPATED DISCHARGES OF STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITIES.

IX. CHANGES TO THE POLLUTION PREVENTION PLAN

THIS STORMWATER POLLUTION PREVENTION PLAN SHALL BE AMENDED TO REFLECT ANY APPLICABLE CHANGE IN A STATE, REGIONAL, OR LOCAL PERMIT FOR WHICH THE PERMITTEE RECEIVES WRITTEN NOTICE. WHEN WRITTEN NOTICE IS RECEIVED, THE PERMITTEE SHALL PROVIDE A RE-CERTIFICATION OF THIS POLLUTION PREVENTION PLAN, WHICH HAS BEEN REVISED TO ADDRESS SUCH CHANGES. AMENDMENTS TO THE PLAN SHALL BE PREPARED, SIGNED, DATE, AND KEPT AS ATTACHMENTS TO THE ORIGINAL PLAN.

X. ALTERNATIVE PERMIT REQUIREMENTS

NO ALTERNATIVE PERMIT REQUIREMENTS ARE REQUESTED.

XI. MAINTENANCE

THE CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE, INSPECTION SCHEDULE, AND REPAIRS OUTLINED IN THIS PLAN. MAINTENANCE SHALL CONTINUE THROUGHOUT THE PROJECT UNTIL WORK IS COMPLETE. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER CONSTRUCTION IS COMPLETE. IN ADDITION TO THE TIMES MENTIONED IN THE PREVIOUS SECTIONS, THE CONTRACTOR SHALL INITIATE ANY REPAIRS WITHIN 24 HOURS OF BEING REPORTED. IN THE EVENT THAT THE SMF(S) DO NOT PERFORM PROPERLY OR IF A SINKHOLE DEVELOPS, THE PROJECT ENGINEER SHALL BE NOTIFIED TO ASSIST IN COORDINATING REMEDIAL ACTION. ACCUMULATED SEDIMENT SHALL BE REMOVED FROM SILT FENCING WHEN IT HAS REACHED ONE-THIRD THE HEIGHT OF THE SILT FENCE. UPON FINAL COMPLETION OF CONSTRUCTION AND ACCEPTANCE BY BOTH THE CITY AND OWNER, THE OPERATION AND MAINTENANCE ENTITY WILL BE "MCCREE ARCHITECTS AND ENGINEERS, INC".

XII. INSPECTIONS

THE CONTRACTOR SHALL INSPECT ALL POINTS OF POTENTIAL DISCHARGE FROM THE PROJECT SITE FOR ALL DISTURBED AREAS ON THE CONSTRUCTION SITE AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. FOR POINTS OF DISCHARGE INTO SURFACE WATERS OF THE STATE OR AN MS4, A QUALIFIED INSPECTOR (PROVIDED BY THE OPERATOR) SHALL PERFORM THE REQUIRED INSPECTIONS. THE CONTRACTOR SHALL INSTALL A RAIN GAUGE AT THE SITE TO MONITOR AND DOCUMENT RAINFALL EVENTS 0.50 INCHES OR GREATER. LOCATIONS WHERE THE SITE IS COMPLETELY CONSTRUCTED AND STABILIZED, SUCH INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE A MONTH. ALL INSPECTIONS SHALL BE RECORDED ON THE CONSTRUCTION INSPECTION FORM. THE CONTRACTOR MAY USE THEIR OWN FORM (MEETING FDEP SWPPP REQUIREMENTS) OR A SAMPLE FORM FROM FDEP. A SAMPLE CONSTRUCTION FORM IS AVAILABLE AT: "HTTPS://FLORIDADEP.GOV/WATER/STORMWATER/DOCUMENTS/CONSTRUCTION-SWPPP". MORE SPECIFICALLY, THE INSPECTION SHALL ENSURE THE FOLLOWING CATEGORIES.

A. DISTURBED AREAS

ALL DISTURBED AREAS AND AREAS USED FOR MATERIAL STORAGE SHALL BE INSPECTED FOR POLLUTANTS ENTERING THE STORMWATER SYSTEM. THE STORMWATER MANAGEMENT SYSTEM AND EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE INSPECTED TO ENSURE THEY ARE OPERATING CORRECTLY. LOCATIONS WHERE VEHICLES ENTER AND EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING.

B. MAINTENANCE PERFORMANCE

BASED ON THE RESULTS OF THE INSPECTION, ALL MAINTENANCE OPERATIONS NEEDED TO ASSURE PROPER COMPLIANCE WITH THIS PLAN SHALL BE DONE IN A TIMELY MANNER, BUT IN NO CASE LATER THAN 7 DAYS FOLLOWING THE INSPECTION.

C. REPORTING REQUIREMENTS

ALL INSPECTIONS SHALL BE RECORDED ON THE CONSTRUCTION INSPECTION FORM. THIS FORM IS CREATED TO SUMMARIZE THE SCOPE OF THE INSPECTION, THE NAME(S) AND QUALIFICATION OF THE INSPECTOR(S), THE DATE OF INSPECTION, RAINFALL DATA, OBSERVATIONS, THE ACTIONS TAKEN TO CORRECT INCIDENTS OF NON-COMPLIANCE WITH THE PROVISIONS OF THIS PLAN. IF NO INCIDENTS OF NON-COMPLIANTS ARE OBSERVED, THE REPORT SHALL CONTAIN A CERTIFICATION THAT THE FACILITY IS IN COMPLIANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN AND THE ASSOCIATED PERMIT.

XIII. NON-STORMWATER DISCHARGES

IN ADDITION TO STORMWATER RUNOFF, THIS PLAN APPLIES TO RUNOFF FROM IRRIGATION OPERATIONS AND CONSTRUCTION PRACTICES. THIS PLAN DOES NOT PERTAIN TO DISCHARGES FROM FIRE FIGHTING ACTIVITIES.

XIV. CONTRACTORS CERTIFICATION

THE CONTRACTORS OR SUB-CONTRACTORS SHALL PHOTOCOPY AND COMPLETE THE FORM ON THIS PAGE. IT SHALL BE PROVIDED TO THE OWNER AND KEPT ON FILE PURSUANT TO SECTION XV REGARDING PROJECT RECORDS.

XV. RETENTION OF RECORDS

THE PERMITTEE SHALL RETAIN COPIES OF STORMWATER POLLUTION PREVENTION PLANS AND ALL REPORTS REQUIRED BY THIS PERMIT, AND RECORDS OF ALL DATA USED TO COMPLETE THE NOTICE OF INTENT TO BE COVERED BY THIS PERMIT, FOR A PERIOD OF AT LEAST THREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED.

THE PERMITTEE SHALL RETAIN A COPY OF THE STORMWATER POLLUTION PREVENTION PLAN AND ALL REPORTS, RECORDS, AND DOCUMENTATION REQUIRED BY THIS PERMIT AT THE CONSTRUCTION SITE, OR AN APPROPRIATE ALTERNATIVE LOCATION AS SPECIFIED IN THE NOTICE OF INTENT, FROM THE DATE OF PROJECT INITIATION TO THE DATE OF FINAL STABILIZATION.

XVI. NOTICE OF TERMINATION

NOTICE OF TERMINATION:

1. *WHERE A SITE HAS BEEN FINALLY STABILIZED AND ALL STORMWATER DISCHARGES AUTHORIZED BY THIS PERMIT ARE ELIMINATED, THE PERMITTEE SHALL SUBMIT A NOTICE OF TERMINATION (DEP FORM 62-621.300(6)), SIGNED IN ACCORDANCE WITH PART VII.C OF DEP DOCUMENT NO. 62-621.300(4)(a), WITHIN 14 DAYS OF FINAL STABILIZATION OF THE SITE TO TERMINATE COVERAGE UNDER THIS PERMIT.*
2. *ELIMINATION OF STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY MEANS THAT ALL DISTURBED SOILS AT THE SITE HAVE BEEN FINALLY STABILIZED AND TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN REMOVED OR WILL BE REMOVED AT AN APPROPRIATE TIME, OR THAT ALL STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY FROM THE SITE THAT ARE AUTHORIZED BY THIS GENERIC PERMIT HAVE OTHERWISE BEEN ELIMINATED.*
3. *FOR CONSTRUCTION ACTIVITIES WHERE THE OPERATOR CHANGES, THE EXISTING OPERATOR SHALL FILE AN N.O.T. IN ACCORDANCE WITH THIS PART WITHIN 14 DAYS OF RELINQUISHING CONTROL OF THE PROJECT TO A NEW OPERATOR.*

THE PERMITTEE SHALL SUBMIT A NOTICE OF TERMINATION TO THE FOLLOWING ADDRESS:

NPDES STORMWATER NOTICES CENTER, MS# 2510
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
2600 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

PROJECTS THAT DISCHARGED STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY TO A MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) SHALL SUBMIT A COPY OF THE N.O.T. TO THE OPERATOR OF THE MS4.

Contractor/Subcontractor Certification Statement
Stormwater Pollution Prevention Plan

Site Name: Winter Springs Dentistry
Site Location: SR 434 & Michael Blake BLVD
Winter Springs, Florida

THE CONTRACTOR(S) OR SUB-CONTRACTOR(S) RESPONSIBLE FOR COMPLYING WITH THIS STORMWATER POLLUTION PREVENTION PLAN SHALL SIGN THE CERTIFICATION STATEMENT BELOW. MULTIPLE COPIES OF THIS CERTIFICATION STATEMENT MAY BE NECESSARY DEPENDING ON THE NUMBER OF SUB-CONTRACTORS ASSOCIATED WITH THE PROJECT

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

DATE	RESPONSIBLE INDIVIDUAL'S NAME	RESPONSIBLE INDIVIDUAL'S SIGNATURE	TITLE	ADDRESS, AND PHONE NUMBER

NV5
11801 Research Drive
Alachua, Florida 32615
(352)331-1976
www.nv5.com

REVISIONS:

SUBMITTAL:

CLIENT:
MCCREE ARCHITECTS & ENGINEERS, INC

PROJECT:
WINTER SPRINGS DENTISTRY

SHEET TITLE:
STORMWATER POLLUTION PREVENTION NOTES

SCALE:
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

PROJECT NUMBER:
26-0385

TECHNICIAN:
PRADNYA P. PATIL

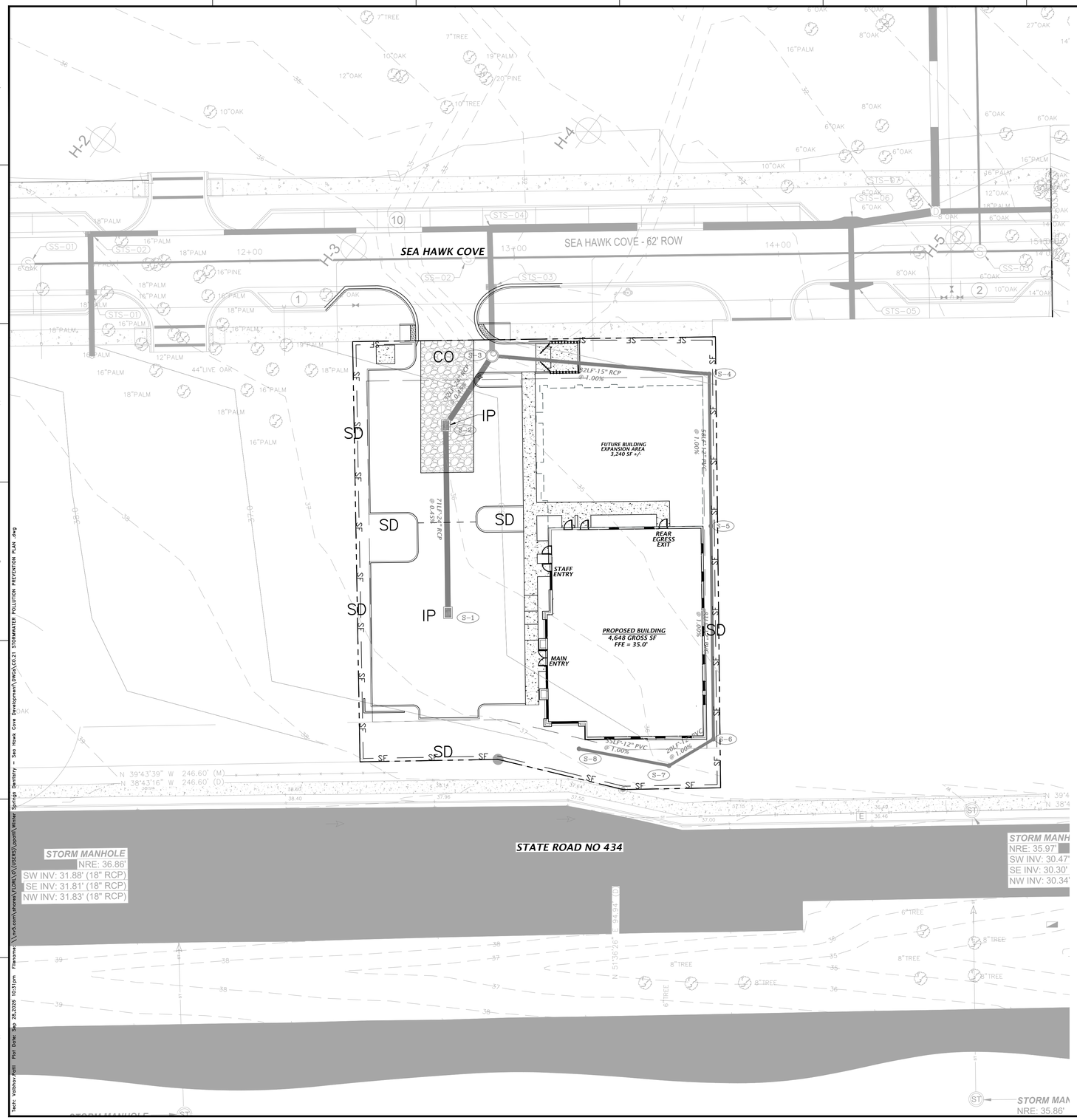
DESIGNER:

QUALITY CONTROL:
FRANKLIN A. PORTER

JASON P. MAHONEY
FL PE No. 65183

SHEET NO.:
C0.20

Tech: Vaibhav.Patil Plot Date: Sep 28,2018 10:32pm Filename: \\nv5.com\pensacola\NOTJAX-Cad\C\LOBs\Civil\Civil3\projects\WINTER SPRINGS DENTISTRY - SEA HAWK COVE Development\DWGs\C0.20 STORMWATER POLLUTION PREVENTION NOTES.dwg



STORMWATER POLLUTION PREVENTION LEGEND

TS	*= TEMPORARY SEEDING*
PS	*= PERMANENT SEEDING*
ML	*= MULCHING*
SD	*= SOD STABILIZATION*
SF	*= SILT BARRIER (SEE SHEET C0.22 FOR DETAIL)*
IP	*= INLET PROTECTION (SEE SHEET C0.22 FOR DETAIL)*
OP	*= OUTLET PROTECTION (SEE SHEET C0.22 FOR DETAIL)*
CO	*= CONSTRUCTION ENTRANCE/EXIT (SEE SHEET C0.22 FOR DETAIL)*

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REVISIONS:

SUBMITTALS:

CLIENT:
MCCREE ARCHITECTS & ENGINEERS, INC

PROJECT:
WINTER SPRINGS DENTISTRY

SHEET TITLE:
STORMWATER POLLUTION PREVENTION PLAN

SCALE: 1" = 20'
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

PROJECT NUMBER: 26-0385

TECHNICIAN: PRADNYA P. PATIL

DESIGNER:

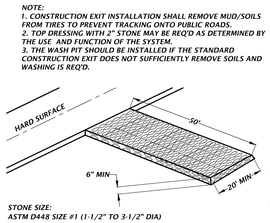
QUALITY CONTROL: FRANKLIN A. PORTER

JASON P. MAHONEY
FL PE No. 65183

SHEET NO.: C0.21

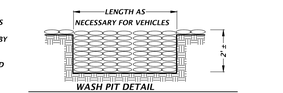
Path: V:\Admin Files\ | Plot Date: Sep 18,2026 | 10:31pm | Filename: \\nv5.com\shares\JOBS\V\26385\Civil\SSER\Spain\ Winter Springs Dentistry + Sea Hawk Cove Development\DWG\C0.21 STORMWATER POLLUTION PREVENTION PLAN .dwg

NOTE:
1. CONSTRUCTION EXIT INSTALLATION SHALL REMOVE MUD/SOILS FROM TIRES TO PREVENT TRACKING ONTO PUBLIC ROADS.
2. TOP DRESSING WITH 2" STONE MAY BE REQ'D AS DETERMINED BY THE USE AND FUNCTION OF THE SYSTEM.
3. THE WASH PIT SHOULD BE INSTALLED IF THE STANDARD CONSTRUCTION EXIT DOES NOT SUFFICIENTLY REMOVE SOILS AND WASHING IS REQ'D.

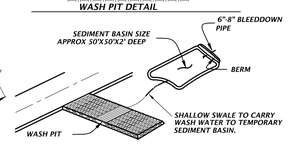


STONE SIZE:
ASTM D448 SIZE #1 (1-1/2" TO 3-1/2" DIA)

STANDARD CONSTRUCTION EXIT

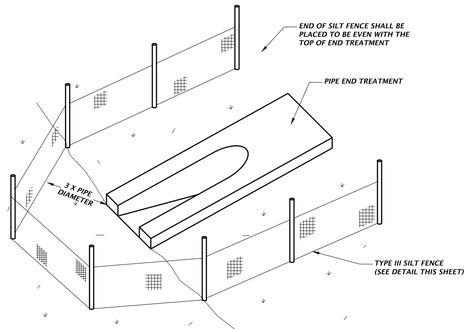


WASH PIT DETAIL



CONSTRUCTION EXIT WITH WASH PIT

TEMPORARY CONSTRUCTION EXIT DETAIL
NTS



OUTFALL PROTECTION DETAIL
NTS

TYPICAL INSTALLATION SEQUENCE FOR SILT-SAVER FRAME AND FILTER

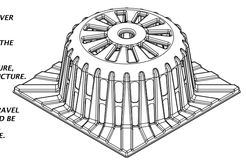
1. EXCAVATE APPROXIMATELY 4" TO 6" BELOW THE TOP OF THE INLET STRUCTURE.

2. PLACE THE FRAME ONTO THE INLET STRUCTURE, ENSURING PROPER SEATING OF FRAME TO STRUCTURE.

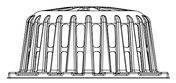
3. SLIDE THE FILTER OVER THE FRAME.

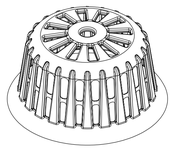
4. FILL THE FILTER POCKETS WITH SOIL, #57 GRAVEL OR EQUIVALENT. THE FILTER POCKETS SHOULD BE COMPLETELY FILLED TO ENSURE A GOOD SEAL BETWEEN THE GROUND AND INLET STRUCTURE.

5. BACK FILL AROUND THE FRAME AND FILTER ASSEMBLY IS NOT REQUIRED TO COMPLETE INSTALLATION; HOWEVER, BACK FILLING MAY BE NECESSARY TO COMPLETE EXCAVATION REQUIREMENTS FOR THE SITE.

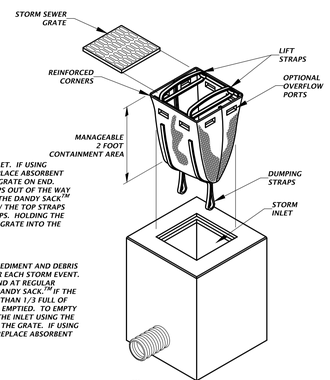


BASE OF FRAME SHAPED & SIZED TO FIT INLET TOP





SILT-SAVER® DETAIL
NTS



INSTALLATION:

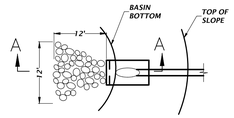
REMOVE THE GRATE FROM INLET. IF USING OPTIONAL OIL ASSORBENTS; PLACE ABSORBENT PILLOW IN UNIT. STAND THE GRATE ON END. MOVE THE TOP LIFTING STRAPS OUT OF THE WAY AND PLACE THE GRATE INTO THE DANDY SACK™ SO THAT THE GRATE IS BELOW THE TOP STRAPS AND ABOVE THE LOWER STRAPS. HOLDING THE LIFTING DEVICES, INSERT THE GRATE INTO THE INLET.

MAINTENANCE:

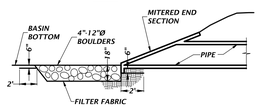
REMOVE ALL ACCUMULATED SEDIMENT AND DEBRIS FROM VICINITY OF UNIT AFTER EACH STORM EVENT. AFTER EACH STORM EVENT AND AT REGULAR INTERVALS, LOOK INTO THE DANDY SACK™ IF THE CONTAINMENT AREA IS MORE THAN 1/3 FULL OF SEDIMENT, THE UNIT MUST BE EMPTIED. TO EMPTY UNIT, LIFT THE UNIT OUT OF THE INLET USING THE LIFTING STRAPS AND REMOVE THE GRATE. IF USING OPTIONAL OIL ABSORBENTS; REPLACE ABSORBENT WHEN NEAR SATURATION.

DANDY SACK™ DETAIL
NTS

INLET PROTECTION OPTIONS DETAIL
NTS



PLAN



SECTION A-A

NOTES:

1. ANCHOR FILTER FABRIC BY EXTENDING BEYOND RIPRAP AND BACKFILLING AS SHOWN ON DETAIL.
2. RIPRAP SHALL NOT EXTEND ONTO SIDE SLOPES.
3. ADJUST SHAPE OF APRON WHERE REQUIRED TO MATCH TOE OF SLOPE.
4. BROKEN SLOPE IS NOT ACCEPTABLE.

RIP-RAP EROSION PROTECTION
NTS

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11801 Research Drive
Alachua, Florida 32615
(352)331-1976
www.nv5.com

REVISIONS:

SUBMITTALS:

CLIENT:
MCCREE ARCHITECTS & ENGINEERS, INC

PROJECT:
WINTER SPRINGS DENTISTRY

SHEET TITLE:
STORMWATER POLLUTION PREVENTION DETAILS

SCALE: 1" = 20'
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

PROJECT NUMBER: 26-0385

TECHNICIAN: PRADNYA P. PATIL

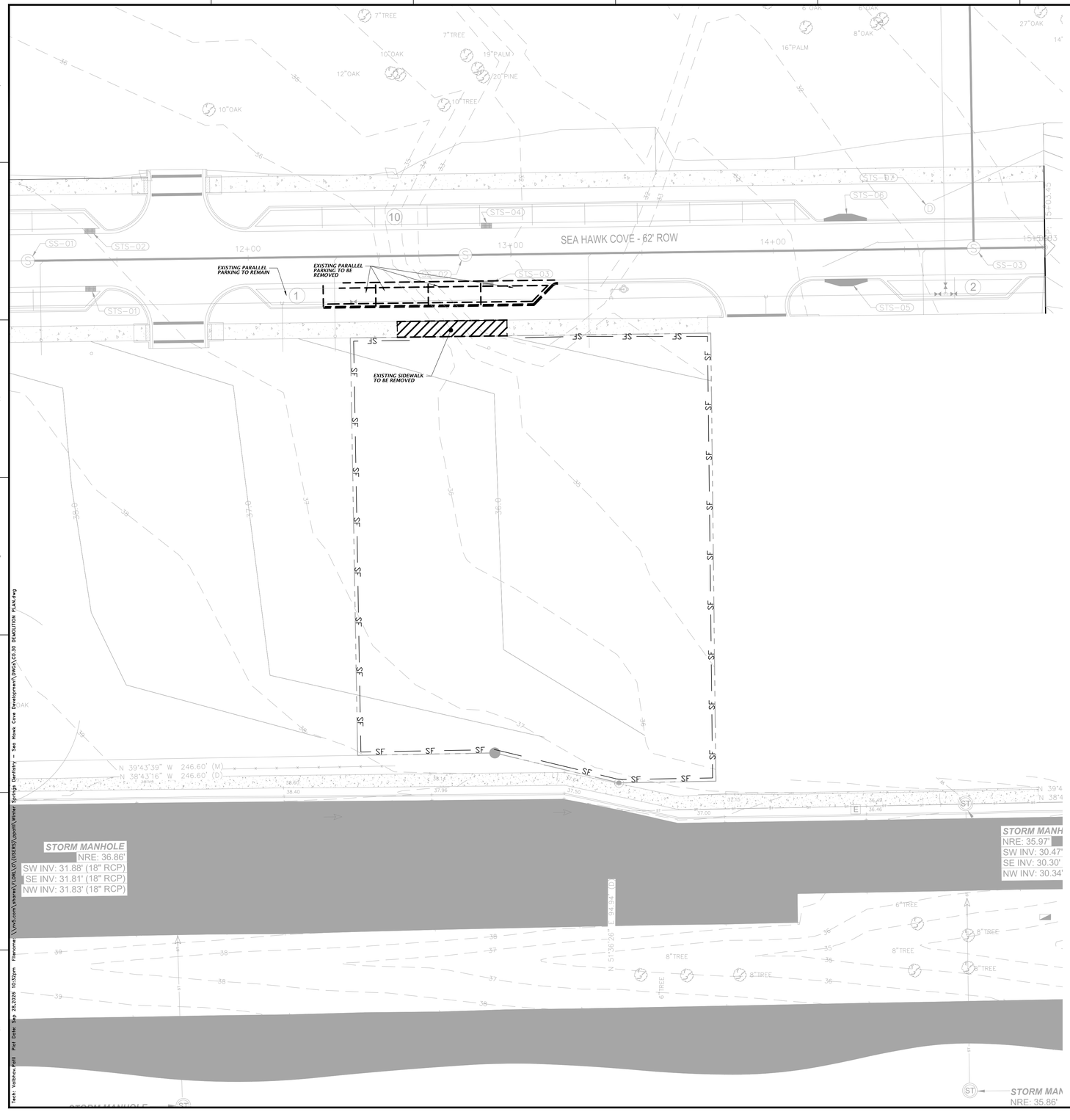
DESIGNER:

QUALITY CONTROL: FRANKLIN A. PORTER

JASON P. MAHONEY
FL PE No. 65183

SHEET NO.: C0.22

Tech: Vaibhav.Patil Plot Date: Sep 28,2018 10:30pm Filename: \\nv5.com\planauro\WFF-East\FL\ORL\Civil\Civil3\((0SESD)\ypatil\Winter Springs Dentistry - Sea Hawk Cove Development\ORL\C0.22 STORMWATER POLLUTION PREVENTION DETAILS.dwg



NOTE:

- CONTRACTOR SHALL HAVE ALL SILT FENCE & TREE BARRICADES INSTALLED PRIOR TO ANY SITE WORK.

- CONTRACTOR SHALL REPAIR/RESTORE ANY DISTURBED AREAS TO EXISTING OR BETTER CONDITION.

-CONTRACTOR TO COORDINATE WITH DOH OR FDEP FOR PROPER REMOVAL AND DISPOSAL OF ANY EX. ONSITE SEPTIC SYSTEMS OR WELL SYSTEMS.

-CONTRACTOR TO USE EXTREME CAUTION WHEN WORKING AROUND EXISTING ABOVE AND UNDERGROUND UTILITIES.

-CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH UTILITY COMPANY AS NEEDED TO SUPPORT POLES DURING CONSTRUCTION.

LEGEND:

SF SF ***SILT FENCE***

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11801 Research Drive
Alachua, Florida 32615
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www.nv5.com

REVISIONS:

SUBMITTALS:

CLIENT:
MCCREE ARCHITECTS & ENGINEERS, INC

PROJECT:
WINTER SPRINGS DENTISTRY

SHEET TITLE:
DEMOLITION PLAN

SCALE: 1" = 20'
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

PROJECT NUMBER:
26-0385

TECHNICIAN:
PRADNYA P. PATIL

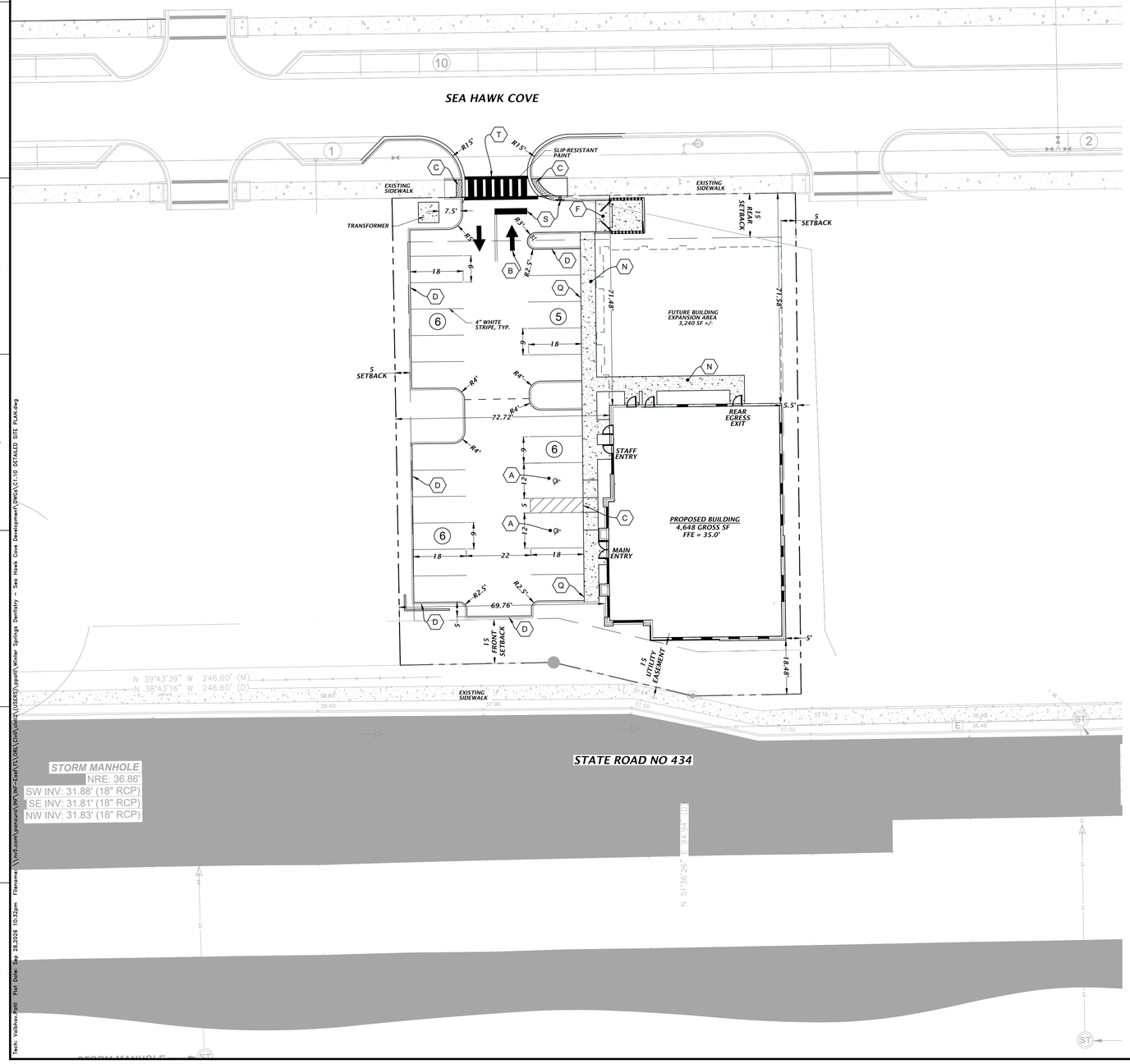
DESIGNER:

QUALITY CONTROL:
FRANKLIN A. PORTER

JASON P. MAHONEY
FL PE No. 65183

SHEET NO.:
C0.30

Tech: Vaishn Patil Plot Date: Sep 28,2026 10:32pm Filename: \\nv5.com\shared\FLGDS\Q\(02585)\Sprgs\Winter Springs Dentistry - Sea Hawk Cove Development\Shts\C0.50 DEMOLITION PLAN.dwg



SITE ADDRESS
SEA HAWK COVE, WINTER SPRINGS, FL 32708

SITE JURISDICTION
CITY OF WINTER SPRINGS

ZONING
EXIST. TOWN CENTER DISTRICT (T5-URBAN CENTER)
PROP. TOWN CENTER DISTRICT (T5-URBAN CENTER)

FUTURE LAND USE
TOWN CENTER DISTRICT (T5-URBAN CENTER)

SITE DATA

TOTAL AREA:	0.52 AC
IMPERVIOUS AREA:	0.33 AC
PERVIOUS AREA:	0.19 AC

SITE FEMA
CITY OF WINTER SPRINGS 120295: ZONE X

BUILDING SETBACKS

	REQUIRED	PROVIDED
FRONT	25'-50'	15'
REAR	15' MIN	71.5'
SIDE	5'-100'	5'
SR 434 CORRIDOR*	25'	15'

*A WAIVER FROM WINTER SPRINGS CITY CODE SEC. 20-325 TO ALLOW A 15 FOOT SR 434 CORRIDOR SETBACK FOR THE PROPOSED BUILDING IN LIEU OF A REQUIRED SR 434 CORRIDOR SETBACK OF 25 FEET.

BUILDING SETBACKS PER CITY OF WINTER SPRINGS CODE SEC. 20-325. - TRANSECT STANDARDS

BUILDING HEIGHT

	REQUIRED	PROPOSED
PRINCIPAL	2 STORIES**	2 STORIES

**SECOND STORY CAN BE FAUX

BUILDING HEIGHT REQUIREMENTS PER CITY OF WINTER SPRINGS CODE SEC. 20-325. - TRANSECT STANDARDS

SITE LEGEND

- (A) ACCESSIBLE PARKING SPACE (TYP). SEE DETAIL FOR ACCESSIBLE PARKING SPACE, SIGN AND SYMBOL (SEE SHEET C5.10 - GENERAL DETAILS)
- (B) PAVEMENT MARKINGS (TYP). PER FDOT INDEX 17346
- (C) FDOT ADA RAMP WITH DETECTABLE WARNING SURFACE (TYP). (SEE SHEETC5.10 - GENERAL DETAILS)
- (D) TYPE D CURB . PER FDOT INDEX 520-001
- (E) EXISTING CONCRETE SIDEWALK
- (F) DUMPSTER ENCLOSURE
- (N) PROPOSED 5' WIDE CONCRETE SIDEWALK (SEE SHEET C5.10 - GENERAL DETAILS)
- (P) TYPE F CURB AND GUTTER (SEE SHEET C5.10 - GENERAL DETAILS)
- (Q) THICKENED CURB (SEE SHEET C5.10 - GENERAL DETAILS)
- (R) 6' X 6' TRANSFORMER CONCRETE PAD
- (S) STOP BAR AND "STOP" SIGN (SEE SHEET C5.10 - GENERAL DETAILS)
- (T) FDOT CROSSWALK DETAIL (SEE SHEET C5.11 - GENERAL DETAILS)

MAINTENANCE OF TRAFFIC NOTE:
ALL WORK WITHIN S.R. 434 RIGHT-OF-WAY SHALL CONFORM TO FDOT STANDARD PLANS, INDEX 102-601, 102-602, AND 102-660e, FOR MAINTENANCE OF TRAFFIC (MOT) REQUIREMENTS.

STRIPING LEGEND
NOTE: ALL STRIPING TO BE NON-SLIP PAINT

SYSL/4"	SINGLE YELLOW SOLID LINE / 4" WIDE
SYSL/6"	SINGLE YELLOW SOLID LINE / 6" WIDE
SWSL/4"	SINGLE WHITE SOLID LINE / 4" WIDE
SWSL/6"	SINGLE WHITE SOLID LINE / 6" WIDE
SWSL/24"	SINGLE WHITE SOLID LINE / 24" WIDE
(7)	PARKING COUNT

PAVEMENT LEGEND

STANDARD DUTY ASPHALT (SEE SHEET C09.0, DETAIL 5)

CONCRETE SIDEWALK (SEE SHEET C10.0, DETAIL 1)

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REVISIONS:

SUBMITTALS:

CLIENT:
MCCREE ARCHITECTS & ENGINEERS, INC

PROJECT:
WINTER SPRINGS DENTISTRY

SHEET TITLE:
DETAILED SITE PLAN

SCALE: 1" = 20'
VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING
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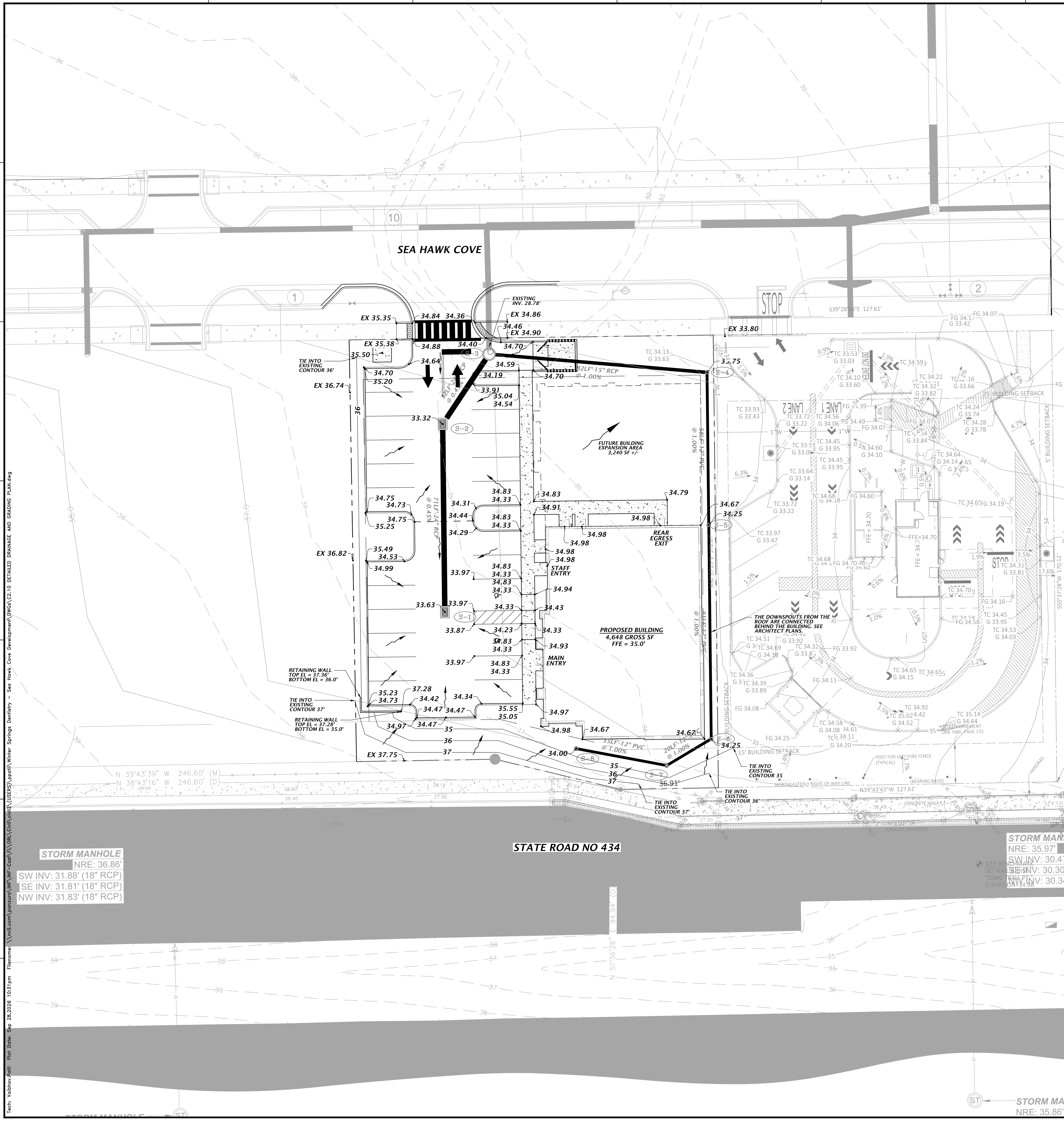
PROJECT NUMBER: 26-0385

TECHNICIAN: # PRADNYA P. PATIL
DESIGNER: #
QUALITY CONTROL: # FRANKLIN A. PORTER

JASON P. MAHONEY
FL PE No. 65183

SHEET NO.: C1.10

Tech: Vaishno Patil Plot Date: Sep 28,2026 10:32pm Filename: \\nv5.com\projects\WNT\Cad\01\DWG\Civil\[26]\[0385]\ypatil\Winter Springs Dentistry - Sea Hawk Cove Development\DWGs\C1.10 DETAILED SITE PLAN.dwg



STORMWATER STRUCTURE TABLE

STRUCTURE:	STRUCTURE TYPE	TOP	INVERT ELEV	PIPE DIA.	NORTHING & EASTING
S-1	TYPE C INLET, FDOT INDEX 425-052	33.63'	29.24' NE	24"	N: 1585237.65 E: 572932.03
S-2	TYPE C INLET, FDOT INDEX 425-052	33.32'	28.92' SW 28.92' E	24" 24"	N: 1585282.63 E: 572986.83
S-3	TYPE P MANHOLE, FDOT INDEX 425-010	34.38'	28.78' W 28.78' SE	24" 15"	N: 1585285.42 E: 573018.35
S-4	8" NYLOPLAST YARD DRAIN	33.75'	29.60' SW 29.60' NW	12" 15"	N: 1585217.04 E: 573064.35
S-5	8" NYLOPLAST YARD DRAIN	34.25'	30.18' SW 30.18' NE	12" 12"	N: 1585180.53 E: 573019.87
S-6	8" NYLOPLAST YARD DRAIN	34.25'	30.99' W 30.99' NE	12" 12"	N: 1585129.38 E: 572957.54
S-7	8" NYLOPLAST YARD DRAIN	34.00'	31.19' NW 31.19' E	12" 12"	N: 1585136.18 E: 572939.22
S-8	8" NYLOPLAST YARD DRAIN	34.00'	31.54' SE	12"	N: 1585166.75 E: 572922.88

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REVISIONS:

SUBMITTALS:

CLIENT: MCCREE ARCHITECTS & ENGINEERS, INC

PROJECT: WINTER SPRINGS DENTISTRY

SHEET TITLE: DETAILED DRAINAGE AND GRADING PLAN

SCALE: 1" = 20'

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 — 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

PROJECT NUMBER: 26-0385

TECHNICIAN: PRADNYA P. PATIL

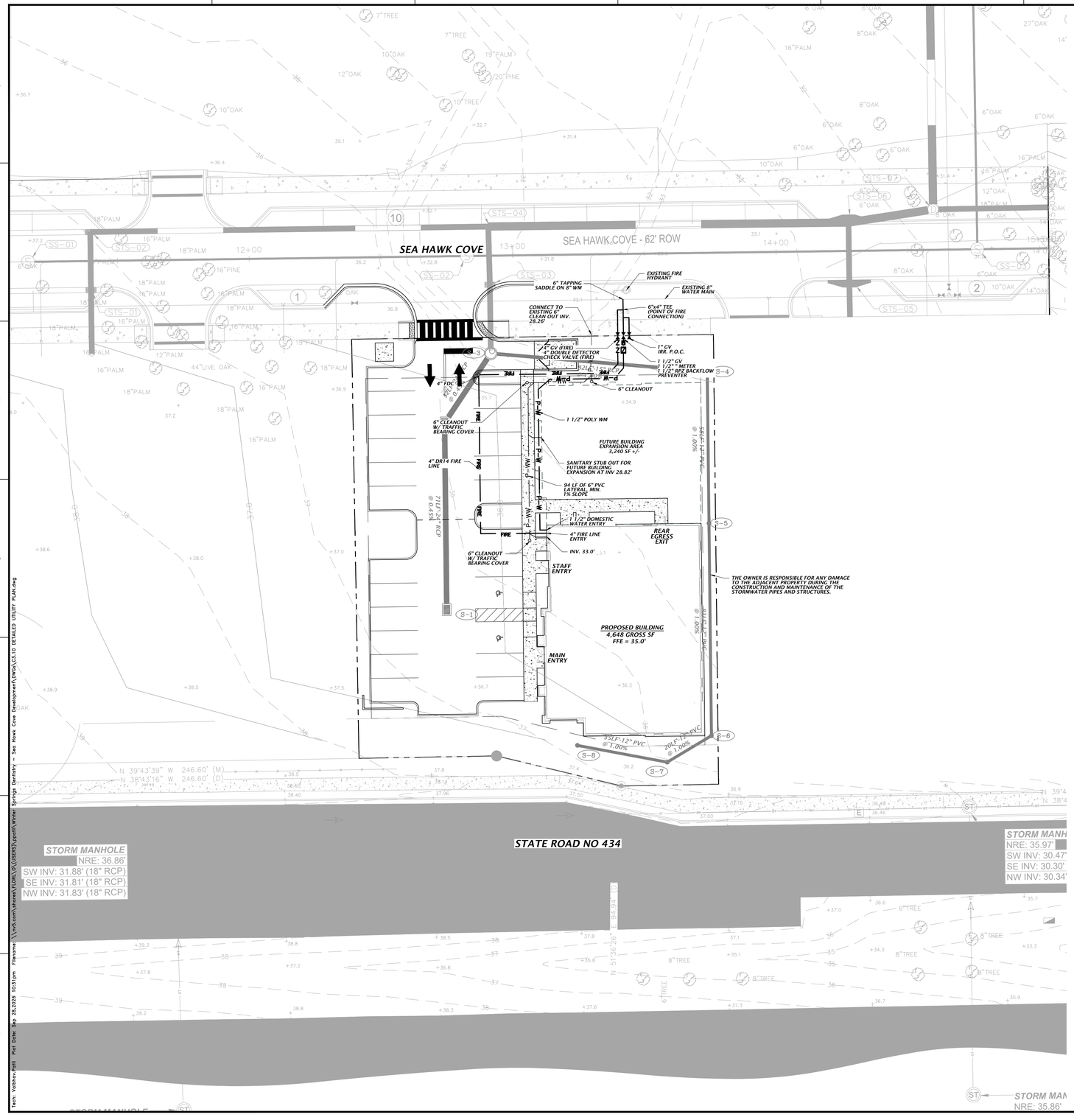
DESIGNER:

QUALITY CONTROL: FRANKLIN A. PORTER

JASON P. MAHONEY
FL PE No. 65183

SHEET NO.: C2.10

Tech: Vaibhav.Patil Plot Date: Sep 28,2026 10:31pm Filename: \\nv5.com\panzura\INF\INF-East\FL\ORL\Civil\civil2\(USERS)\ppatil\Winter Springs Dentistry - Sea Hawk Cove Development\DWGs\C2.10 DETAILED DRAINAGE AND GRADING PLAN.dwg



POTABLE WATER USAGE:

ESTABLISHMENT	UNIT	ERU/ERC FACTOR	NUMBER OF WET CHAIRS	TOTAL ERC	ERC/ERU GALLON FACTOR (GPD)	TOTAL GALLONS PER DAY
DENTIST OFFICE	WET CHAIR	0.65	12	7.8	350	2,730
TOTAL						**2,730**

NOTE: FIXTURE UNIT RATES PER ORANGE COUNTY FLORIDA UTILITIES STANDARDS AND SPECIFICATIONS MANUAL, APPENDIX E

IRRIGATION USAGE: 35 GALLONS PER DAY

NOTES:

1. LOT GRADING SHALL NOT IMPOSE ANY ADDITIONAL RUNOFF ONTO NOR IMPEDE RUNOFF FROM ADJACENT PROPERTIES.
2. ALL SITE WORK SHOWN SHALL BE CONSTRUCTED BY THE GENERAL CONTRACTOR.
3. ELEVATIONS SHOWN ARE BASED ON NAVD88, SEE BOUNDARY & TOPOGRAPHIC SURVEY UNDER GENERAL NOTES.
4. SLOPE ALL ROOF DRAIN DOWN SPOUT PIPING AT 1.00% MIN.
5. ALL FIRE LINES SHALL BE INSPECTED BY THE FIRE INSPECTION DEPT. BEFORE BEING COVERED. – A SEPARATE PERMIT AND REVIEW ARE REQUIRED FOR THE INSTALLATION OF PRIVATE FIRE MAINS.
6. AT MINIMUM, A CLASS FIVE CONTRACTOR IS REQUIRED TO INSTALL FIRE LINES. FIRE LINES SHALL BEGIN AT THE POINT IN WHICH THE PIPING IS USED EXCLUSIVELY FOR FIRE PROTECTION AND END AT A POINT 1-FOOT ABOVE THE FINISHED FLOOR.
7. ANY FIRE LINE CHARGED BY THE FDC SHALL BE DR-14 PIPE
8. A FIRE SITE CLEARANCE INSPECTION WILL BE REQUIRED PRIOR TO THE RELEASE OF THE BUILDING PERMIT. AT THIS INSPECTION, A FIRE FLOW TEST AND DATA SHALL BE PROVIDED FOR THE PROPOSED NEW HYDRANT TO VERIFY IT MEETS THE FLOW CAPABILITIES PROPOSED ON THESE PLANS.
9. ALL WATER AND/OR SEWER CONSTRUCTION SHALL CONFORM TO THE CURRENT CITY OF WINTER SPRINGS WATER & SEWER DESIGN & CONSTRUCTION SPECIFICATIONS.
10. AT MINIMUM, A CLASS FIVE CONTRACTOR IS REQUIRED TO INSTALL FIRE LINES. FIRE LINES SHALL BEGIN AT THE POINT IN WHICH THE PIPING IS USED EXCLUSIVELY FOR FIRE PROTECTION AND END AT A POINT 1-FOOT ABOVE THE FINISHED FLOOR.
11. THE FIRE LINE FOR SPRINKLED BUILDINGS STARTS AT THE DOUBLE DETECTOR CHECK VALVE.
12. NO OTHER WATER CONNECTION SHALL BE OFF OF THE FIRE LINE.
13. THE FIRE DEPARTMENT CONNECTION SHALL BE WITH-IN 100 FEET OF THE FIRE HYDRANT IF STANDPIPE SYSTEM IS PROVIDED.
14. THE ONLY VALVE ALLOWED IN THE FDC LINE IS A CHECK VALVE.
15. ALL FIRE LINES SHALL BE INSPECTED BY THE FIRE INSPECTION DEPT. BEFORE BEING COVERED.
16. FIRE DEPARTMENT ACCESS ROADS PROVIDED AT THE START OF A PROJECT AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. (NFPA 1, 16.1.4).
17. A SECOND ENTRANCE/EXIT MIGHT BE REQUIRED PER AHJ IF THE RESPONSE TIME FOR EMERGENCY IS EXCEEDED PER NFPA 1, SECTION 18.2.3.3 MULTIPLE ACCESS ROADS.
18. A WATER SUPPLY FOR FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE AS SOON AS COMBUSTIBLE MATERIAL ACCUMULATES. THIS APPLIES TO BOTH COMMERCIAL AND RESIDENTIAL DEVELOPMENTS. (NFPA 1, 16.5.3.1).
19. WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED, COMPLETED, AND IN SERVICE PRIOR TO CONSTRUCTION WORK. (NFPA 1, 16.4.3.1.3).
20. FIRE FLOW TESTING SHALL BE PERFORMED IN ACCORDANCE WITH NFPA 291, RECOMMENDED PRACTICE FOR FIRE FLOW TESTING.
21. A 36 IN. CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS AND A CLEAR SPACE OF NOT LESS THAN 60 IN. (1524 MM) SHALL BE PROVIDED IN FRONT OF EACH HYDRANT CONNECTION HAVING A DIAMETER GREATER THAN 21/2 IN. NFPA 1, 18.5.7.
22. HYDRANT SHALL BE MARKED WITH A BLUE REFLECTOR THAT IS PLACED 6'' IN THE ROADWAY IN ACCORDANCE WITH NFPA 1, CHAPTER 18.5.10.
23. ACCESS TO GATED SUBDIVISIONS OR DEVELOPMENTS SHALL PROVIDE FIRE DEPARTMENT ACCESS THROUGH AN APPROVED SOS AND SEMINOLE COUNTY KNOX KEY SWITCH. NFPA 1, 18.2.2.2.

NV5
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Alachua, Florida 32615
(352)331-1976
www.nv5.com

REVISIONS:

SUBMITTALS:

CLIENT:
MCCREE ARCHITECTS & ENGINEERS, INC

PROJECT:
WINTER SPRINGS DENTISTRY

SHEET TITLE:
DETAILED UTILITY PLAN

SCALE: 1" = 20'
VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

PROJECT NUMBER: 26-0385

TECHNICIAN: PRADNYA P. PATIL

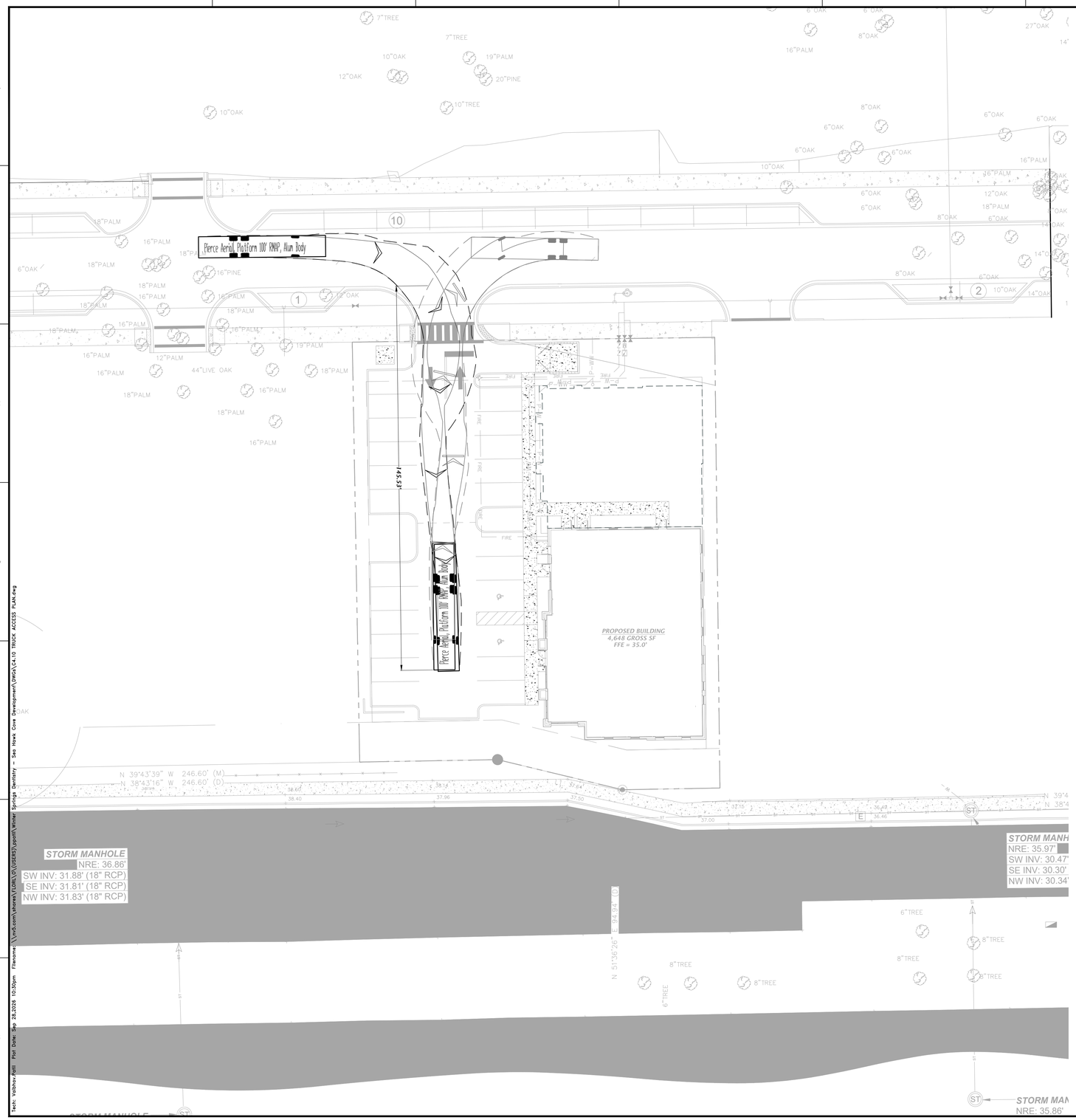
DESIGNER:

QUALITY CONTROL: FRANKLIN A. PORTER

JASON P. MAHONEY
FL PE No. 65183

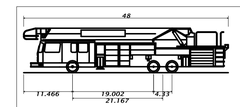
SHEET NO.: C3.10

Mach: Vdhbhvr6681 Plot Date: Sep 28,2026 10:31pm Filename: \\nv5.com\shares\DATA\JOBS\26\pad\Winter Springs Dentistry - Sea Hawk Cove Development\Dwgs\C3.10 DETAILED UTILITY PLAN.dwg



LEGEND

- AUTOTURN VEHICLE
- FRONT AND REAR WHEEL TRACKS
- OVERHANG
- VEHICLE TRAVEL PATH SYMBOL



Pierce Aerial, Platform 100' RMAP, Alum Body	
Overall Length	*48.000ft*
Overall Width	*8.000ft*
Overall Body Height	*10.432ft*
Min Body Ground Clearance	*0.862ft*
Track Width	*8.000ft*
Lock-to-lock time	*6.00s*
Curb to Curb Turning Radius	*41.080ft*

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REVISIONS

SUBMITTALS

CLIENT:
MCCREE ARCHITECTS & ENGINEERS, INC

PROJECT:
WINTER SPRINGS DENTISTRY

SHEET TITLE:
TRUCK ACCESS PLAN

SCALE: 1" = 20'
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

PROJECT NUMBER:
26-0385

TECHNICIAN:
PRADNYA P. PATIL

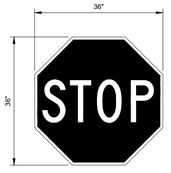
DESIGNER:

QUALITY CONTROL:
FRANKLIN A. PORTER

JASON P. MAHONEY
FL PE No. 65183

SHEET NO.:
C4.10

Path: Y:\Admin Files\Projects\Winter Springs Dentistry - Sec Hwy 434 Core Development\Civil\C4.10 TRUCK ACCESS PLAN.dwg
Plot Date: Sep 28,2026 10:33pm Filename: \\nv5.com\shared\FLORA\Projects\026385\Upstairs\Winter Springs Dentistry - Sec Hwy 434 Core Development\Civil\C4.10 TRUCK ACCESS PLAN.dwg

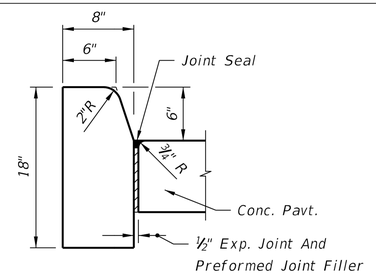


WHITE LEGEND RED BACKGROUND
HIGH REFLECTIVE INTENSITY
R1-1

"STOP" SIGN DETAIL

N.T.S.

POLE AND SIGN PER CITY OF WINTER SPRINGS TOWN CENTER CODE SEC. 20-325 TRANSECT STANDARDS



TYPE D

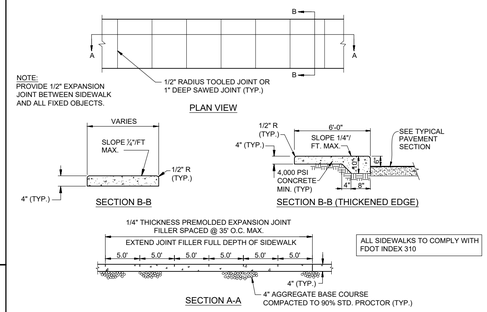
Note: For use adjacent to concrete or flexible pavement, concrete shown. Expansion joint, preformed joint filler and joint seal are required between curbs and concrete pavement only, see Sheet 2.

TYPE D CONCRETE CURB

RIGID (PORTLAND CEMENT CONCRETE) PAVEMENT DESIGN SHOULD FOLLOW SEMINOLE COUNTY SPECIFICATIONS FOR MINIMUM COMPRESSIVE STRENGTH. BASED ON OUR EXPERIENCE, A MINIMUM THICKNESS OF 6 INCHES CAN BE USED FOR STANDARD DUTY APPLICATIONS AND A MINIMUM THICKNESS OF 7 INCHES SHOULD BE UTILIZED FOR HEAVY DUTY APPLICATIONS. ANY STEEL REINFORCEMENT WITHIN THE CONCRETE PAVEMENT SHOULD BE DESIGNED BY THE PROJECT CIVIL OR PAVEMENT ENGINEER. THE SUBGRADE SHOULD BE PREPARED TO ACHIEVE A MINIMUM LBR OF 30 TO A DEPTH OF 12 INCHES BELOW THE CONCRETE BASE ELEVATION. THE SUBGRADE SOILS SHOULD BE COMPACTED TO A MINIMUM DENSITY OF 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY. TO AID IN THE DESIGN OF THE ANTICIPATED CONCRETE PAVEMENT SECTIONS, A MODULUS OF SUBGRADE REACTION OF 100 PCI (LBR 20 SANDS) SHOULD BE UTILIZED FOR THE LOW BEARING SANDS UNLESS STABILIZATION IS ADDED TO INCREASE THE BEARING VALUE. IF THE SANDS ARE STABILIZED, A MODULUS VALUE OF 150 PCI CAN BE UTILIZED.

CONCRETE PAVING

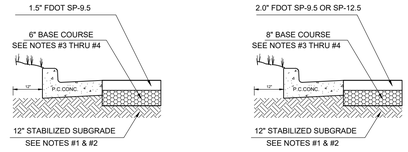
NTS



NOTE:
PROVIDE 1/2" EXPANSION JOINT BETWEEN SIDEWALK AND ALL FIXED OBJECTS.

TYPICAL CONCRETE SIDEWALK DETAIL

N.T.S.



1. 12 INCHES OF COMPACTED NATURAL SUBGRADE STABILIZED TO A MINIMUM LIMEROCK BEARING RATIO (LBR; FLORIDA METHOD OF TEST DESIGNATION FM 5-515) VALUE OF 40. STABILIZATION OF THE SUB-BASE SHOULD BE ACCOMPLISHED USING COARSE AGGREGATE AS WELL-GRADED CRUSHED CONCRETE OR FDOT-APPROVED LIMEROCK STABILIZATION MATERIAL. THE SUBGRADE SHOULD BE COMPACTED TO AT LEAST 98 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T-180 OR ASTM D-1557).

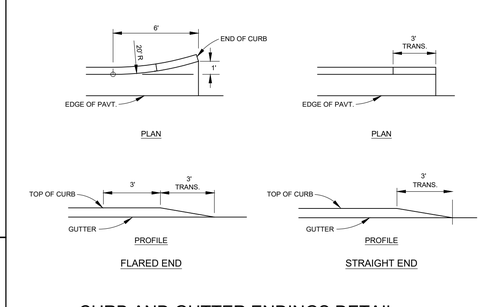
2. 6 INCHES (8 INCHES FOR HEAVY DUTY) OF LIMEROCK BASE COMPACTED TO AT LEAST 98 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T-180 OR ASTM D-1557). LIMEROCK BASE COURSES SHOULD BE MINED FROM A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) APPROVED SOURCE, SHOULD HAVE A MINIMUM LBR VALUE OF 100.

3. 1.5 INCHES (2 INCHES FOR HEAVY DUTY) OF ASPHALTIC CONCRETE STRUCTURAL COURSE ACCORDING TO FDOT SPECIFICATIONS SECTION 330, 331 (MARSHALL).

4. TRAFFIC SHOULD NOT BE ALLOWED ON THE SUBGRADE AS THE BASE IS PLACED TO AVOID RUTTING. BEFORE PAVING, THE BASE SHOULD BE CHECKED FOR SOUNDNESS.

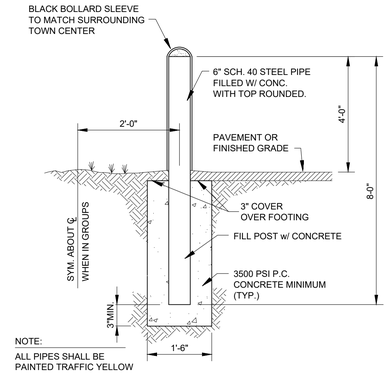
ASPHALT PAVING

NTS



CURB AND GUTTER ENDINGS DETAIL

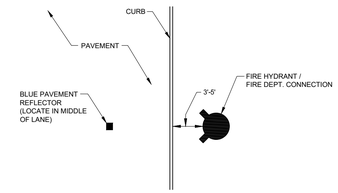
N.T.S.



NOTE:
ALL PIPES SHALL BE PAINTED TRAFFIC YELLOW

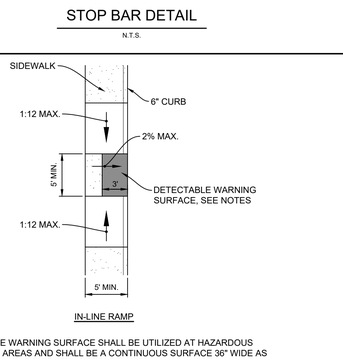
CONCRETE BOLLARD

NTS



PAVEMENT MARKING AT FIRE HYDRANT / FDC DETAIL

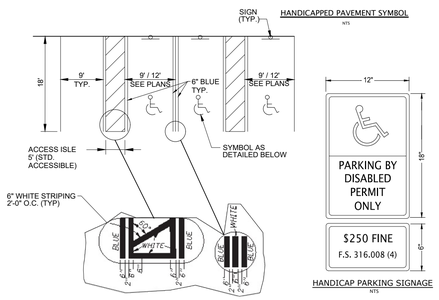
N.T.S.



NOTE:
1. PAVEMENT STOP BARS ARE TO BE THERMOPLASTIC WHITE PAINT. ALL SIGNS SHALL COMPLY WITH U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES", LOCAL CODES AND AS SPECIFIED. MOUNT SIGNS TO POST IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

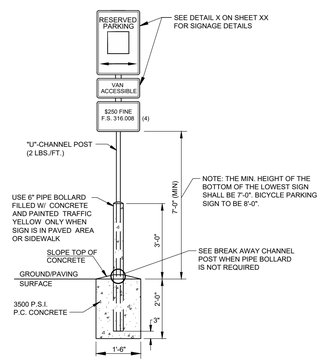
STOP BAR DETAIL

N.T.S.



PARKING LOT STRIPING DETAILS

NTS



SIGN MOUNTING DETAIL

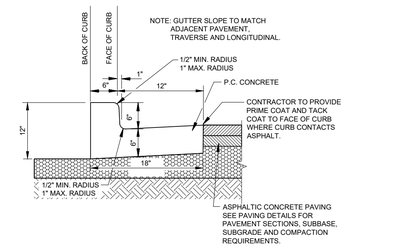
N.T.S.

IN-LINE RAMP

NOTES:
1. DETECTABLE WARNING SURFACE SHALL BE UTILIZED AT HAZARDOUS VEHICULAR AREAS AND SHALL BE A CONTINUOUS SURFACE 36" WIDE AS MEASURED IN THE DIRECTION OF THE RAMP.
2. DETECTABLE WARNING SURFACES SHALL CONSIST OF: EXPOSED AGGREGATE, SUCH AS ⅜" ADA TRUNCATED DOME PAVERS.
3. DETECTABLE WARNING SURFACE MATERIAL SHALL CONTRAST IN COLOR AND TEXTURE WITH THE ADJACENT WALKING SURFACES BY AT LEAST 70%. CONTRAST SHALL BE DETERMINED BY THE DIFFERENCE IN LIGHT REFLECTANCE VALUE (LRV) OF EACH MATERIAL.

ON-SITE ADA RAMPS

NTS



18" CURB AND GUTTER DETAIL

N.T.S.

NIV5
11801 Research Drive
Alachua, Florida 32615
(352)331-1976
www.nv5.com

REVISIONS:

SUBMITTALS:

CLIENT:
MCCREE ARCHITECTS & ENGINEERS, INC

PROJECT:
WINTER SPRINGS DENTISTRY

SHEET TITLE:
GENERAL DETAILS

SCALE:
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

PROJECT NUMBER:
26-0385

TECHNICIAN:
PRADNYA P. PATIL

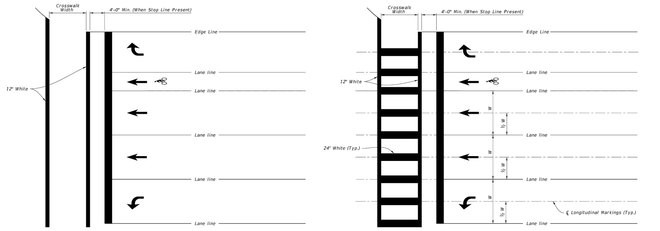
DESIGNER:

QUALITY CONTROL:
FRANKLIN A. PORTER

JASON P. MAHONEY
FL PE No. 65183

SHEET NO.:
C5.10

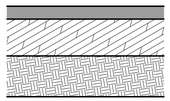
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NOTES:

1. For crosswalk width, exceed width of the adjacent sidewalk, but do not make width less than 6' for intersection crosswalks and 10' for midblock crosswalks. Measure width from the inside of the transverse crosswalk markings.
2. When the Special Emphasis Crosswalk is not perpendicular to the lane lines, make the longitudinal markings parallel to the lane lines.
3. Refer to Index 522-002 when Curb Ramps are present.

LAST REVISION	DESCRIPTION:	FY 2026-27 STANDARD PLANS	PAVEMENT MARKINGS	INDEX	SHEET
11/01/21				711-001-1	9 of 13



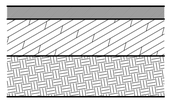
2" TYPE SP-12.5 ASPHALTIC CONCRETE

8" LIMEROCK BASE
MIN. LBR 100 COMPACTION 98%
ASTM D1557

12" STABILIZED TYPE B SUBGRADE
MIN. LBR 40 COMPACTION 98%
ASTM D1557

STANDARD ASPHALT DRIVEWAY DETAIL

NTS



1.5" TYPE SP-12.5 ASPHALTIC CONCRETE

6" LIMEROCK BASE
MIN. LBR 100 COMPACTION 98%
ASTM D1557

6" STABILIZED TYPE B SUBGRADE
MIN. LBR 40 COMPACTION 98%
ASTM D1557

STANDARD ASPHALT PARKING DETAIL

NTS

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11801 Research Drive
Alachua, Florida 32615
(352)331-1976
www.nv5.com

REVISIONS:

SUBMITTALS:

CLIENT:
MCCREE ARCHITECTS & ENGINEERS, INC

PROJECT:
WINTER SPRINGS DENTISTRY

SHEET TITLE:
GENERAL DETAILS

SCALE:
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

PROJECT NUMBER:
26-0385

TECHNICIAN:
PRADNYA P. PATIL

DESIGNER:

QUALITY CONTROL:
FRANKLIN A. PORTER

JASON P. MAHONEY
FL PE No. 65183

SHEET NO.:
C5.11

Tech: Vdobbins-Pdill Plot Date: Sep 28,2026 10:59pm Filename: \\nv5.com\pasture\NFL\NF-Eqpt\CL\Civil\civil2\USERS\ppatil\Winter Springs Dentistry - 5ac Howe Cove Development\DWGs\C5.10 GENERAL DETAILS.dwg

	PVC PIPE DIAMETERS							
FITTINGS	4"	6"	8"	10"	12"	16"	18"	20"
TEE	30	45	70	75	95	120	140	165
END CAPS AND VALVES ON THE END OF THE MAIN	50	110	115	121	141	180	220	240
90° BENDS	40	40	45	50	60	75	75	95
45° BENDS	20	20	20	30	30	40	40	50
22 1/2° BENDS	10	10	10	10	10	20	20	20
11 1/4° BENDS	10	10	10	10	10	10	10	10

DUCTILE IRON PIPE APPLICATIONS

MINIMUM LINEAR FEET OF PVC PIPE TO BE RESTRAINED

	DUCTILE IRON DIAMETERS											
FITTINGS	6"	***	8"	***	10"	***	12"	***	16"	***	18"	***
TEE	36	45	54	81	72	108	90	126	117	171	135	198
END CAPS AND VALVES ON THE END OF THE MAIN	45	90	81	126	99	153	117	171	144	216	162	243
90° BENDS	36	36	36	45	45	54	54	63	72	81	72	90
45° BENDS	18	18	18	27	27	27	27	27	36	36	36	45
22 1/2° BENDS	9	9	9	9	9	18	18	18	18	18	18	18
11 1/4° BENDS	9	9	9	9	9	9	9	9	9	9	9	9

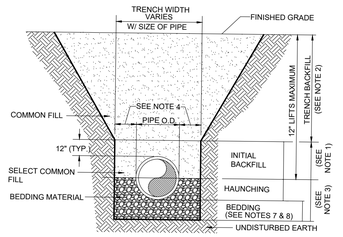
*** = DUCTILE IRON PIPE WITH POLYETHYLENE WRAP

NOTE:

* THE LINEAR FOOTAGE OF PIPE IS MEASURED FROM THE BEND OR FITTING OUT TO THE AMOUNT SHOWN ON THE CHART; ANY BELL OR JOINT THAT FALLS WITHIN THAT LINEAR FOOTAGE SHALL HAVE A BELL OR JOINT RESTRAINT INSTALLED

PIPE JOINT RESTRAINT DETAIL

NTS

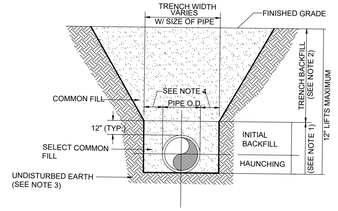


NOTES:

1. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY, PER AASHTO T-180. DENSITY TEST SHALL BE PROVIDED TO THE CITY BY AN APPROVED LAB.
2. TYPE "A" BEDDING MATERIAL SHALL CONFORM TO FDOT NO. 57 AGGREGATE.
3. 15" MAXIMUM/12" MINIMUM FOR PIPE DIAMETER LESS THAN 24".
4. 24" MAXIMUM/12" MINIMUM FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. BEDDING DEPTH SHALL BE A 4" MINIMUM FOR PIPE DIAMETERS UP TO 12" AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
8. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. UTILITIES SHALL DETERMINE (IN THE FIELD) THE REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.
9. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF THE GOVERNING AGENCIES.

BEDDING & TRENCHING - TYPE A

NTS



NOTES:

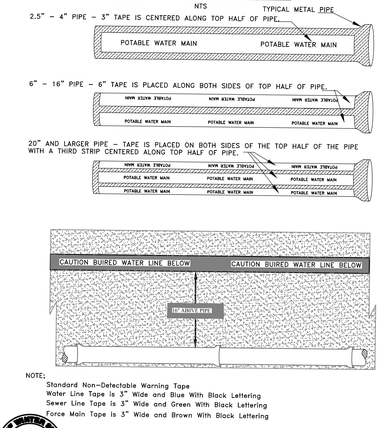
1. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY, PER AASHTO T-180. DENSITY TEST SHALL BE PROVIDED TO THE CITY BY AN APPROVED LAB.
2. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE "A" BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY UTILITIES.
3. 15" MAXIMUM/12" MINIMUM FOR PIPE DIAMETERS LESS THAN 24".
4. 24" MAXIMUM/12" MINIMUM FOR PIPE DIAMETERS 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPES ARE TO BE INSTALLED WITH THE BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF THE GOVERNING AGENCIES.

BEDDING & TRENCHING - TYPE B

NTS

DUCTILE IRON POTABLE WATER MAIN

NTS

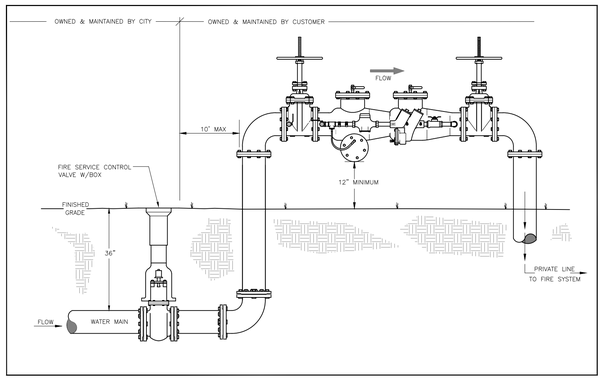


NOTE;

Standard Non-Detectable Warning Tape
Water Line Tape is 3" Wide and Blue With Black Lettering
Sewer Line Tape is 3" Wide and Green With Black Lettering
Force Main Tape is 3" Wide and Brown With Black Lettering

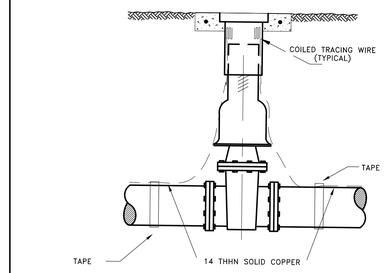
W.S. DETAIL 6-9-09 BY DT

PIPE IDENTIFICATION AND WARNING TAPE



WILKINS 375ADA REDUCED PRESSURE DETECTOR BACKFLOW PREVENTER - ABOVE GROUND

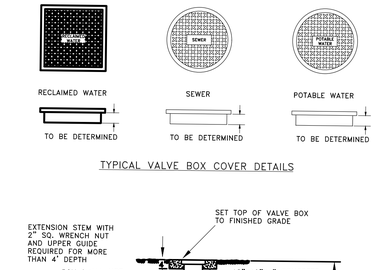
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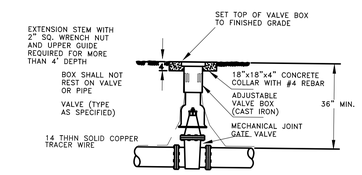
TRACING WIRE GENERAL NOTES:

1. PIPE LINE TRACING WIRE IS TO BE INSTALLED ON ALL POTABLE WATER RECLAIMED WATER AND SEWER FORCE MAINS.
2. SYSTEMS-TRACING WIRE SHALL ALLOW TRACABILITY OF ALL PIPE BRANCHES INCLUDING THOSE FOR HYDRANTS. TRACING WIRE SHALL BE INSTALLED OVER THE ENTIRE LENGTH OF THE MAIN AND SECURED TO THE MAIN EVERY 5 FEET WITH ADHESIVE TAPE. WIRE SHALL EXTEND A MINIMUM OF 12" ABOVE GRADE AT EACH INTERVAL AND SHALL BE COILED AND PLACED IN A VALVE BOX FOR EASY ACCESSIBILITY.
3. ON DEAD END MAINS THE TRACING WIRE SHALL BE PLACED IN A PROPERLY IDENTIFIED PVC VALVE BOX AT THE END OF THE RUN.

TRACING WIRE CONNECTION

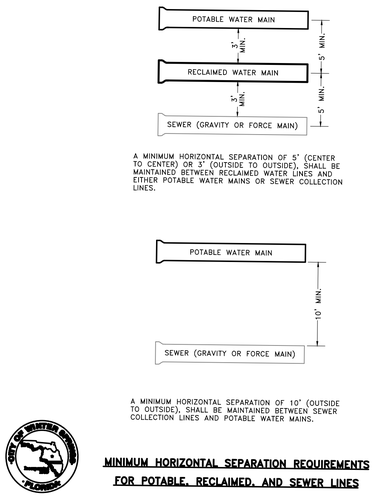


TYPICAL VALVE BOX COVER DETAILS



TYPICAL VALVE AND VALVE BOX DETAIL

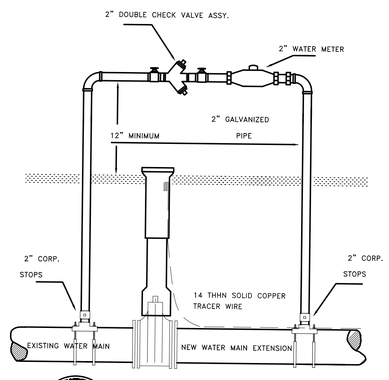
VALVE, VALVE BOX AND COVER



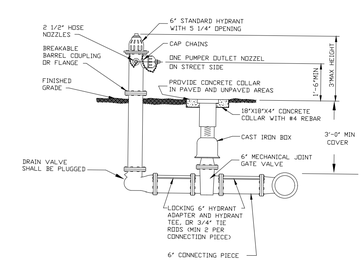
A MINIMUM HORIZONTAL SEPARATION OF 5' (CENTER TO CENTER) OR 3' (OUTSIDE TO OUTSIDE), SHALL BE MAINTAINED BETWEEN RECLAIMED WATER LINES AND EITHER POTABLE WATER MAINS OR SEWER COLLECTION LINES.

A MINIMUM HORIZONTAL SEPARATION OF 10' (OUTSIDE TO OUTSIDE), SHALL BE MAINTAINED BETWEEN SEWER COLLECTION LINES AND POTABLE WATER MAINS.

MINIMUM HORIZONTAL SEPARATION REQUIREMENTS FOR POTABLE, RECLAIMED, AND SEWER LINES



TEMPORARY BYPASS



NOTES:

1. THE HYDRANTS ACCEPTABLE TO THE CITY OF WINTER SPRINGS SHALL BE EITHER THE CLOW # 42 MEDALION AMERICAN DARLING B848, OR THE MUELLER A-423.
2. ENTIRE ASSEMBLY SHALL BE PAINTED SHERWIN WILLIAMS SAFETY YELLOW.
3. GRIP RING OR MEGA LUG RESTRAINTS MAY USED IN PLACE OF ALL THREAD RODS

FIRE HYDRANT ASSEMBLY

NV5
11801 Research Drive
Alachua, Florida 32615
(352)331-1976
www.nv5.com

REVISIONS:

SUBMITTALS:

CLIENT:
MCCREE ARCHITECTS & ENGINEERS, INC

PROJECT:
WINTER SPRINGS DENTISTRY

SHEET TITLE:
WATER DETAILS

SCALE:
VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

PROJECT NUMBER:
26-0385

TECHNICIAN:
PRADNYA P. PATIL

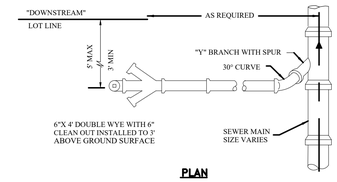
DESIGNER:

QUALITY CONTROL:
FRANKLIN A. PORTER

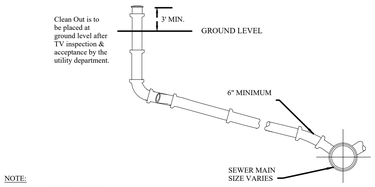
JASON P. MAHONEY
FL PE No. 65183

SHEET NO.:
C6.10

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PLAN

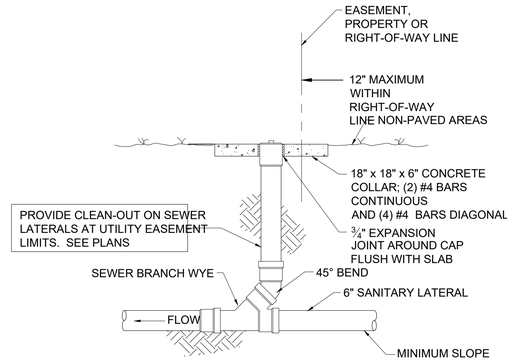


NOTE:
SERVICE CONNECTION DETAILS SHOWN IS FOR A DOUBLE PVC SERVICE A SINGLE WYE WOULD BE USED FOR A SINGLE SERVICE

PROFILE

1=22=01

SEWER LATERAL DETAIL



ELEVATION

CLEANOUT COVERS IN PAVED AREAS SHALL BE TRAFFIC RATED.

SEWER CLEAN-OUT DETAIL
NON PAVED AREAS
NTS

NV5
11801 Research Drive
Alachua, Florida 32615
(352)331-1976
www.nv5.com

REVISIONS:

SUBMITTALS:

CLIENT:
MCCREE ARCHITECTS & ENGINEERS, INC

PROJECT:
WINTER SPRINGS DENTISTRY

SHEET TITLE:
SEWER DETAILS

SCALE:
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

PROJECT NUMBER:
26-0385

TECHNICIAN:
PRADNYA P. PATIL

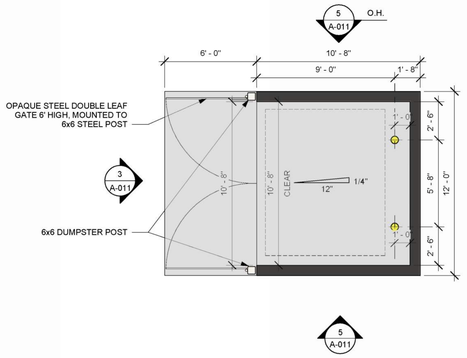
DESIGNER:

QUALITY CONTROL:
FRANKLIN A. PORTER

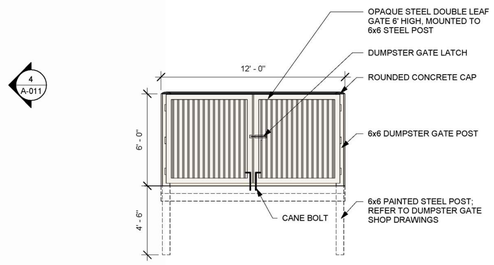
JASON P. MAHONEY
FL PE No. 65183

SHEET NO.:
C7.10

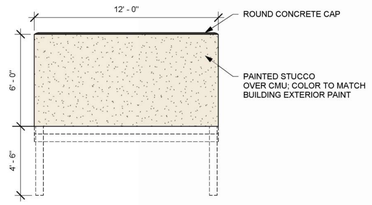
Tech: Vaibhav.Patil Plot Date: Sep 28,2026 10:50pm Filename: \\nv5.com\ipantucn\NV-Fldt\V1\ORL\Civil\103585\ipatil\Winter Springs Dentistry - Sec Howe Cove Development\DWGS\C7.10 SEWER DETAILS.dwg



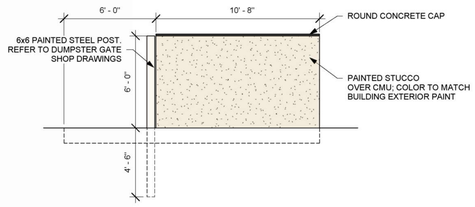
2 A-011 DUMPSTER PLAN VIEW
SCALE: 1/4" = 1'-0"



3 A-011 DUMPSTER FRONT ELEVATION
SCALE: 1/4" = 1'-0"

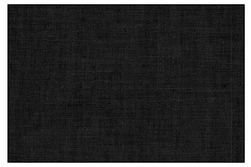


4 A-011 DUMPSTER REAR ELEVATION
SCALE: 1/4" = 1'-0"

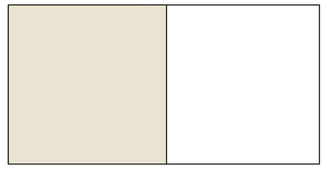


5 A-011 DUMPSTER SIDE ELEVATION
SCALE: 1/4" = 1'-0"

ARCHITECTURAL FINISHES



ALUMINUM CAP
COLOR: BLACK



PAINTED STUCCO & GATES FINISH
COLOR: STUCCO FINISH TO MATCH BUILDING COLOR // DUMPSTER GATE DOORS TO BE WHITE OPAGUE

ADDRESSES FOR REFERENCES IN THE AREA:

WENDY'S - 1218 E STATE ROAD 434, WINTER SPRINGS, FL 32708



DUMPSTER GATE REFERENCE



McCree
ARCHITECTS & ENGINEERS, INC.
500 E. Princeton St.
Orlando, FL 32803
P.O. Box 547369
Orlando, FL 32854-7369
Phone:407-898-4821
Fax:407-896-8763
License # AAC002100

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QA/QC REVIEW
REVIEWER DATE

JOB NUMBER
26-000-20
COORDINATOR
RICHARD T. MCCREE JR.
ARCHITECT
TOM F. GRIFFIN
DESIGNER
STEWART NEILSON
DRAFTER
VICTOR PHAN
FILE NAME
R26_26000.rvt

DATE
06/08/26

CONCEPT DESIGN
ISSUE

WINTER SPRINGS DENTISTRY
E. STATE ROAD 434
WINTER SPRINGS, FL 32708

STAMP

DUMPSTER DETAILS

A-012

NOT FOR CONSTRUCTION

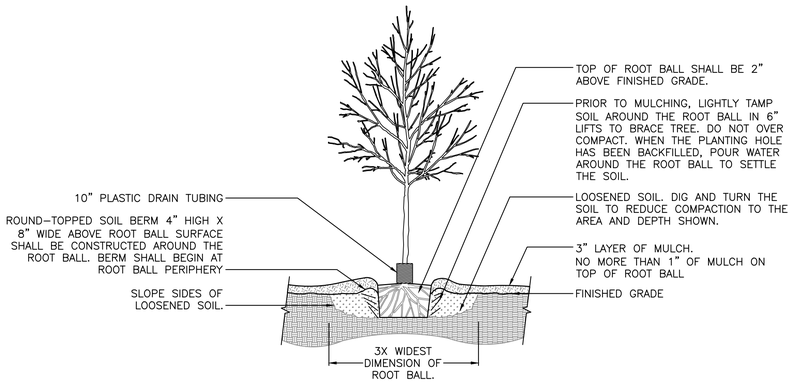
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6/9/2026 9:16:35 AM

KNOW WHAT'S BELOW
ALWAYS CALL 811 BEFORE YOU DIG
It's fast, it's free, it's the law.
Call 811 two business days before digging

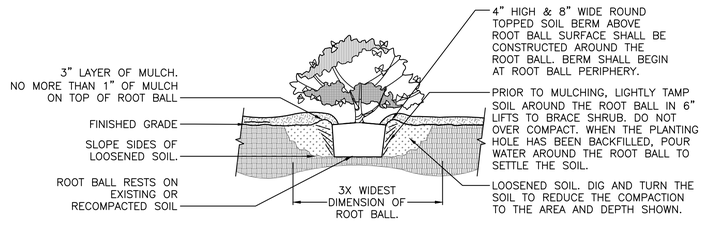
PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE
TREES				
LIN	2	LAGERSTROEMIA INDICA 'NATCHEZ'	NATCHEZ CRAPE MYRTLE	30 GAL, 10' HT, 4' SPR, MULTI-TRUNK, 3-5 CANES, 5" CAL MIN (COMBINED, MEASURED 6" ABOVE GRADE)
MGD	1	MAGNOLIA GRANDIFLORA 'DD BLANCHARD'	DD BLANCHARD MAGNOLIA	45 GAL, 10' HT, 6' SPR, 3" CAL
QVB	2	QUERCUS VIRGINIANA 'BOARDWALK'	BOARDWALK LIVE OAK	100 GAL, 14' HT, 8' SPR, 4" CAL
TD	1	TAXODIUM DISTICHUM	BALD CYPRESS	30 GAL, 10' HT, 3' SPR, 2" CAL
UA	1	ULMUS ALATA	WINGED ELM	30 GAL, 10' HT, 3' SPR, 2" CAL
SHRUBS				
PM	17	PODOCARPUS MACROPHYLLUS	PODOCARPUS	3 GAL., 18" HT X 12" SPR.
VOS	87	VIBURNUM OBOVATUM 'MRS. SCHILLER'S DELIGHT'	MRS. SCHILLER'S DELIGHT VIBURNUM	3 GAL., 18" HT X 18" SPR
ZF	16	ZAMIA FLORIDANA	COONTIE	3 GAL., 15" HT X 15" SPR

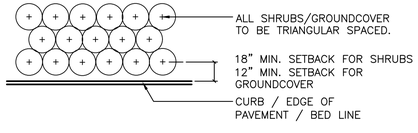
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
GROUND COVERS					
JBP	65	JUNIPERUS CHINENSIS 'BLUE PACIFIC'	BLUE PACIFIC JUNIPER	1 GAL., FULL	18" o.c.
LEM	67	LIRIOPE MUSCARI 'EMERALD GODDESS'	EMERALD GODDESS LIRIOPE	1 GAL., FULL	18" o.c.
TF	145	TRIPSACUM FLORIDANUM	FLORIDA GAMAGRASS	1 GAL, FULL	32" o.c.
SOD/SEED					
SOD		PASPALUM NOTATUM 'ARGENTINE'	BAHIA GRASS	WEED FREE AND SAND GROWN SOD	



1 TREE PLANTING DETAIL
SCALE: N.T.S.



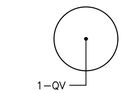
2 SHRUB PLANTING DETAIL
SCALE: N.T.S.



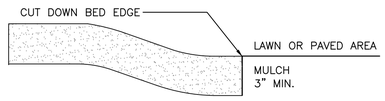
NOTE: THE PERIMETER OF ALL CURVED PLANTING BEDS SHALL BE PLANTED WITH A ROW OF SHRUBS AS SHOWN IN THE PLANS AND AT THE SPACING SHOWN IN THE PLANT LIST. INTERIOR PORTIONS OF EACH BED SHALL BE PLANTED AT APPROPRIATE SPACING ACCORDING TO THIS PLANT SPACING DETAIL.

3 SHRUB PLANTING DETAIL
SCALE: N.T.S.

LEGEND



NEW TREES TO BE ADDED



4 MULCH DETAIL
SCALE: N.T.S.

GENERAL NOTES
ALL ASPHALT, LIMEROCK, AND CONSTRUCTION DEBRIS SHALL BE REMOVED FROM PLANTING BEDS AND SOD AREAS PRIOR TO LANDSCAPE INSTALLATION. IF ENCOUNTERED DURING CONSTRUCTION OR INSTALLATION, THESE SHALL BE EXCAVATED AND REMOVED FROM THE SITE. PLANTING DEPTH OF SOIL IN SUCH AREAS SHOULD BE AT LEAST 3'. IF FILL MUST BE ADDED, IT MUST BE FLORIDA CLEAN DEEP FILL (FREE OF WEED SEEDS) WITH pH 6.0 – 7.5.

ALL LANDSCAPED AREAS SHALL BE MULCHED WITH 3" THICKNESS OF MULCH. PINE BARK MULCH SHALL BE USED IN ALL AREAS.

NEW TREES OUTSIDE OF MULCHED LANDSCAPED BEDS WILL BE PROTECTED FROM MOWER AND STRING TRIMMER DAMAGE WITH 10" OF PLASTIC DRAIN TUBING.

LEADER SHOOTS AND MAIN STRUCTURAL LIMBS OF TREES SHALL NOT BE TOPPED OR PRUNED. TREES WILL BE STAKED AS NEEDED. GUYLINES WILL BE OF NON-SYNTHETIC BIODEGRADABLE MATERIAL.

INVASIVE EXOTIC PLANT MATERIAL
ALL INVASIVE PLANT SPECIES TO BE REMOVED FROM SITE PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.

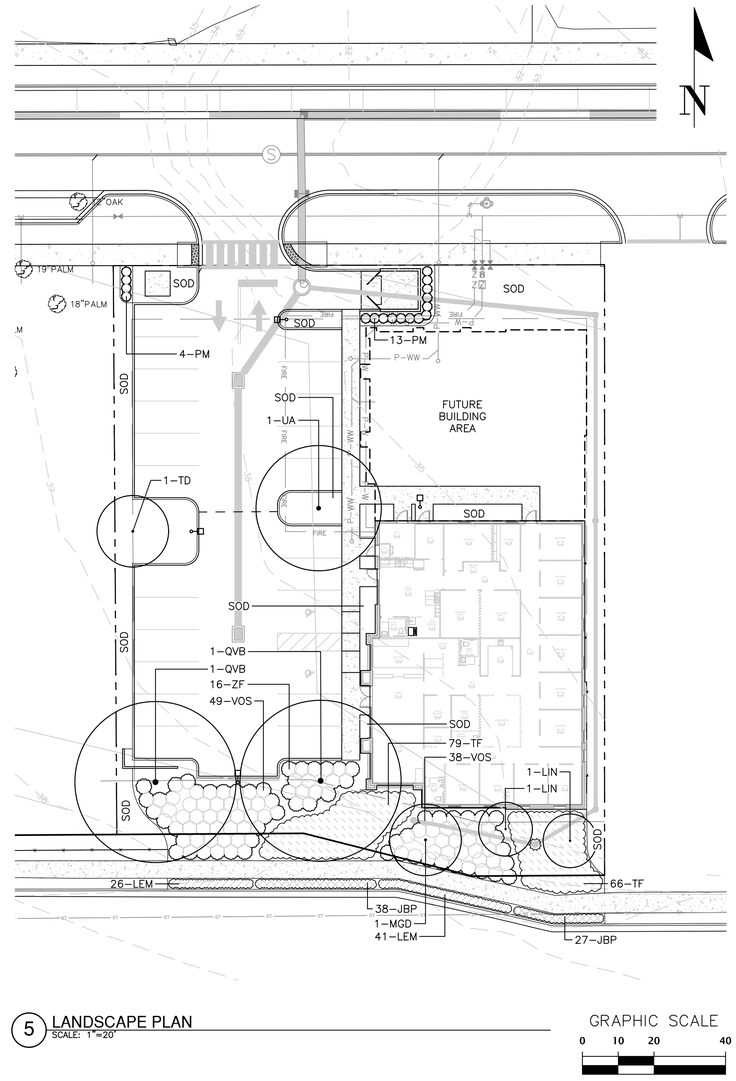
GRASSING
ALL DISTURBED AND UNPAVED AREAS TO BE GRASSED WITH SOD THAT IS FREE OF NOXIOUS WEEDS INCLUDING TROPICAL SODA APPLE OR SHALL BE SEEDED AND MULCHED. SEE CIVIL SITE PLANS FOR ADDITIONAL RELATED INFORMATION.

ROLLED SOD WILL NOT BE ACCEPTABLE UNLESS WRITTEN APPROVAL IS PROVIDED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. IN THE EVENT THAT ROLLED SOD IS USED, NETTING MUST BE REMOVED UPON INSTALLATION AND MUST BE MADE OF NATURAL FIBER ONLY. NO PLASTIC, POLYURETHANE, OR ANY SYNTHETIC NETTING SHALL BE USED.

PLANT MATERIAL
ALL PLANT MATERIAL TO BE FLORIDA NO.1 OR BETTER, GRADED IN ACCORDANCE WITH THE STATE OF FLORIDA DEPARTMENT OF AGRICULTURE, DIVISION OF PLANT INDUSTRY'S 'GRADES AND STANDARDS FOR NURSERY PLANTS', CURRENT EDITION AT THE TIME PLANS ARE ISSUED. CALL THE LANDSCAPE ARCHITECT PRIOR TO PURCHASING ANY PLANT MATERIAL FOR AN ON SITE INSPECTION AND REVIEW OF LANDSCAPE PLAN.

PLANT QUANTITIES SHOWN ARE FOR PERMITTING PURPOSES ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM ALL QUANTITIES SHOWN ON THE PLAN.

IRRIGATION
LANDSCAPE IRRIGATION TO BE PROVIDED BY AUTOMATIC IRRIGATION SYSTEM. BUBBLERS SHALL BE INSTALLED BY EACH TREE AS PART OF THE IRRIGATION SYSTEM.



5 LANDSCAPE PLAN
SCALE: 1"=20'

GRAPHIC SCALE
0 10 20 40

11801 Research Drive
Alachua, Florida 32615
(352)334-1976
www.nv5.com
LA6667049

SCALE: 1"=20'
VERIFY SCALE BAR IS CORRECT FOR PRINTED PLOT
0 1" IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY.

CONSTRUCTION/BID REVISIONS:

SUBMITTALS:
06/18/2026 - CITY OF WINTER SPRINGS
08/14/2026 - CITY OF WINTER SPRINGS
09/04/2026 - CITY OF WINTER SPRINGS
09/28/2026 - CITY OF WINTER SPRINGS

CLIENT: MCCREE CONSTRUCTION
PROJECT: WINTER SPRINGS DENTISTRY
SHEET TITLE: LANDSCAPE PLAN

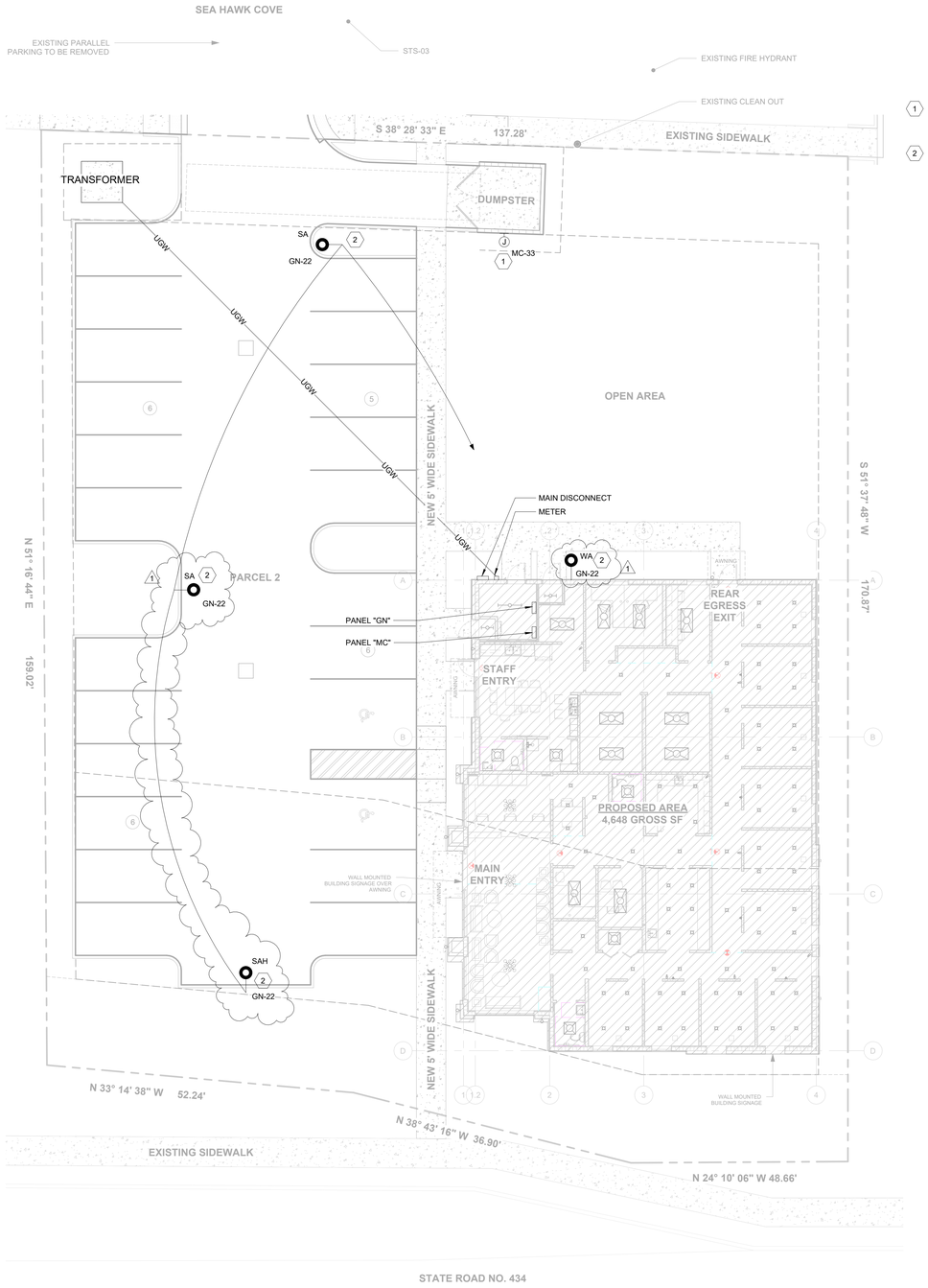
TECHNICIAN: CAP
DESIGNER:
QUALITY CONTROL: JMS
PROJECT NUMBER: 26-0385

REGISTERED LANDSCAPE ARCHITECT
JOHN MICHAEL SIMSON
LA6667436
STATE OF FLORIDA

Digitally signed by John Michael Simpson
Date: 2026.09.28 14:17:33-04'00'

SHEET NO.: LS-1

Path: john-michael.simpson Plot Date: Sep 28,2026 2:15pm Filename: K:\Q2026\26-0385\Department\03_Design\05_Plans\01_Permitting\26-0385 Design Book.dwg



POWER KEYNOTES

1. PROVIDE JUNCTION BOX TO FEED FUTURE IRRIGATION CONTROL PANEL. COORDINATE EXACT LOCATION AND CONNECTION TYPE WITH IRRIGATION CONTROL PANEL SUPPLIER.
2. ALL EXTERIOR SITE LIGHTING SHALL BE CONTROLLED BY A PHOTOCELL (ON) / TIMECLOCK (OFF) CONTROLLER, TORK MODEL EPC-A OR APPROVED EQUIVALENT. SEE DETAILS.

TRUE NORTH

PLAN NORTH

1 / E101 SITE PLAN - ELECTRICAL
SCALE: 1" = 10'-0"
0 5' 10' 20'

NOT FOR CONSTRUCTION

McCree
ARCHITECTS & ENGINEERS, INC.
500 E. Princeton St.
Orlando, FL 32803
P.O. Box 547369
Orlando, FL 32854-7369
Phone:407-898-4821
Fax:407-896-8763
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QA/QC REVIEW

REVIEWER	DATE

JOB NUMBER **21703**
COORDINATOR **Checker**
ARCHITECT
DESIGNER **Designer**
DRAFTER **Author**
FILE NAME

DATE
06/11/26
09/04/26

ISSUE
60% PROGRESS SET
1 Revision 1

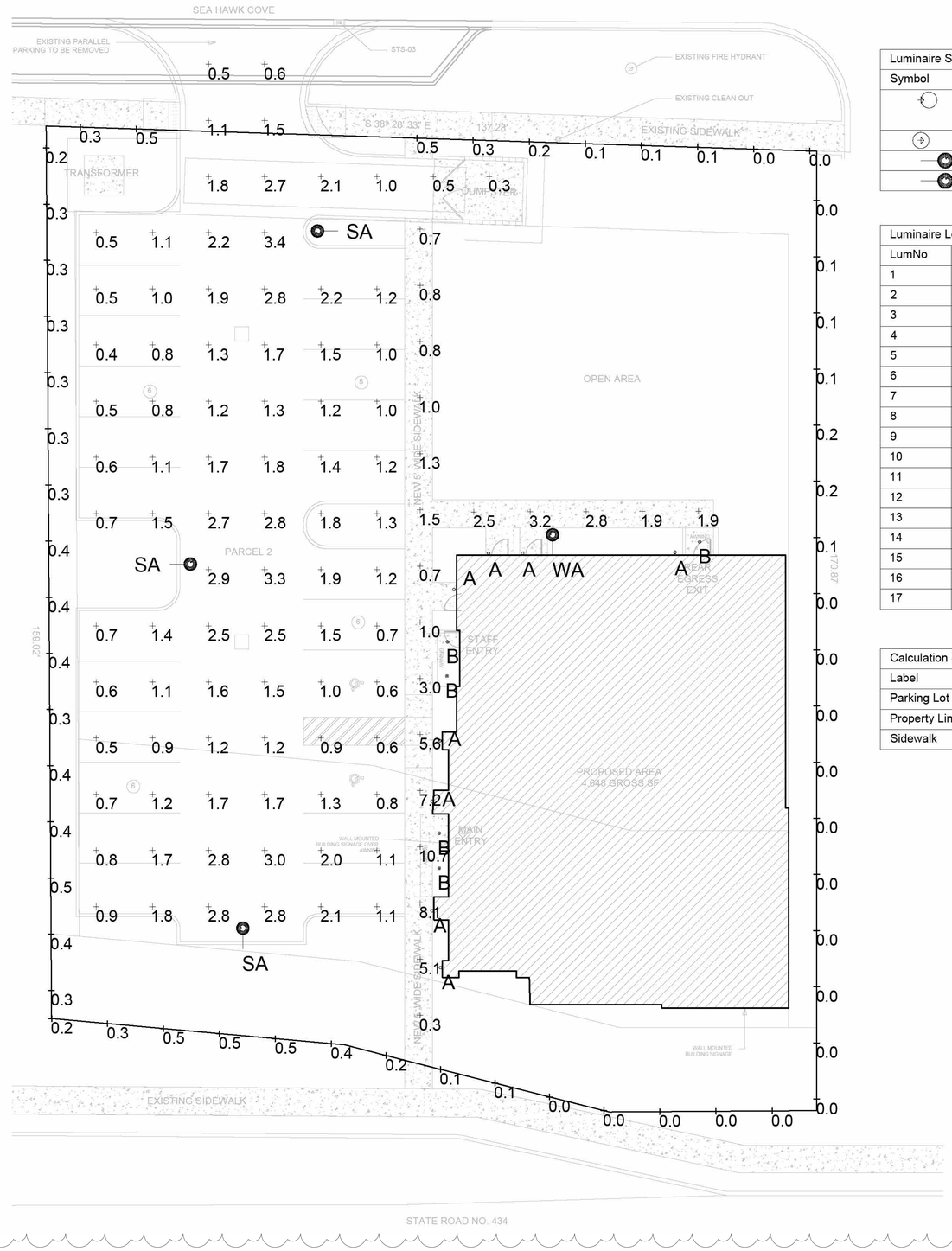
Winter Springs Dentistry
STATE ROAD 434

STAMP

SITE PLAN - ELECTRICAL

E101

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9/4/2026 10:27:50 AM



Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Description	LLF	Watts
	8	A	Single	Gotham IVO4CYL WC D 07LM 30K 80CRI 60D L9L14L16 P AR LSS	0.900	7.34
	5	B	Single	Gotham EVO4 30_10 AR MD LSS	0.900	8.8
	3	SA	Single	Holophane GBLF3 P20 30K MVOLT ASY	0.900	51
	1	WA	Single	Holophane GBLF3 P20 30K MVOLT ASY WALL	0.900	51

Luminaire Location Summary						
LumNo	Label	X	Y	Z	Orient	Tilt
1	A	-60.2	17.7	7.5	90	0
2	A	-101.7	-56	7	180	0
3	A	-103.2	-45.9	8.5	180	0
4	A	-101.8	-15.6	7	180	0
5	A	-103.2	-26.4	8.5	180	0
6	A	-87.3	17.5	7.5	90	0
7	A	-93.4	17.5	7.5	90	0
8	A	-99.3	11.3	7	180	0
9	B	-100.7	2	8.2	0	0
10	B	-100.8	-4.1	8.2	0	0
11	B	-55.8	19.8	8.2	0	0
12	B	-102.2	-38.3	10.3	0	0
13	B	-102.2	-32.1	10.3	0	0
14	SA	-150.2	15.8	17	0	0
15	SA	-120.2	75.2	17	180	0
16	SA	-137.2	-52.7	17	90	0
17	WA	-82	17.4	17	90	0

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking Lot	Illuminance	Fc	1.44	3.4	0.3	4.80	11.33
Property Line	Illuminance	Fc	0.20	0.5	0.0	N.A.	N.A.
Sidewalk	Illuminance	Fc	3.01	10.7	0.3	10.03	35.67

FOOTCANDLE ANALYSIS COMPLETED 9/3/2026.

ALL LIGHTS ARE CUTOFF WITH FLAT GLASS LENSES AND NO TILT.
POLE LIGHTS ARE MOUNTED 17' ABOVE FINISHED GRADE.
WALL LIGHTS ARE 7 TO 8.5' ABOVE FINISHED GRADE.
RECESSED CANOPY LIGHTS ARE 8'2" TO 10'4" ABOVE FINISHED GRADE.

THIS LAYOUT MEETS IES RP8-22 RECOMMENDATIONS FOR BASIC PARKING LOT LIGHTING LEVELS AND UNIFORMITY.

FOOTCANDLE READINGS DO NOT INCLUDE SHADOWING EFFECTS CAUSED BY OBSTRUCTIONS ONSITE SUCH AS BUILDINGS, TREES, ETC.

THE IES PHOTOMETRIC COMPUTER FILES USED FOR THIS ANALYSIS WERE PROVIDED BY THE MANUFACTURER(S) OF THE LIGHT FIXTURE(S) USED ON THIS PROJECT. THE ACCURACY OF THESE FILES ARE THE RESPONSIBILITY OF THE MANUFACTURER(S).

CONFORMANCE TO ANY AND ALL FACILITY, LOCAL, STATE, OR NATIONAL CODES AND REQUIREMENTS IS THE RESPONSIBILITY OF THE OWNER AND/OR THE OWNER'S REPRESENTATIVE.

CAREFUL PLACEMENT AND ORIENTATION OF THE LIGHT FIXTURES ONSITE IS REQUIRED FOR THIS COMPUTER SIMULATION TO BE ACCURATE.

NORMAL TOLERANCES OF VOLTAGE, TEMPERATURE, LAMP OUTPUT, AND BALLAST AND LUMINAIRE MANUFACTURER WILL AFFECT RESULTS.

TRUE NORTH
PLAN NORTH
0 5' 10' 20'

NOT FOR CONSTRUCTION

McCree
ARCHITECTS & ENGINEERS, INC.
500 E. Princeton St.
Orlando, FL 32803
P.O. Box 547369
Orlando, FL 32854-7369
Phone:407-898-4821
Fax:407-896-8763
License # AAC002100

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QA/QC REVIEW
REVIEWER DATE

JOB NUMBER 21703
COORDINATOR Checker
ARCHITECT
DESIGNER Designer
DRAFTER Author
FILE NAME

DATE
06/11/26
09/04/26

ISSUE
60% PROGRESS SET
1 Revision 1

Winter Springs Dentistry
STATE ROAD 434

STAMP

SITE PLAN - PHOTOMETRICS

E102

C:\Users\Huascar Martinez\AppData\Local\Autodesk\Revit\Autodesk Revit 2026\CollaborationCache\AYY23CUPL8C56WX8\851b6fb6-23b4-4106-b0e0-4f387c2794e1\44f3236f-7049-4de8-835b-efdb82ab6371.rvt
9/4/2026 10:27:53 AM

HOLOPHANE
LEADER IN LIGHTING SOLUTIONS

Catalog Number: GBLF3_P20_30K_MVOLT_ASY_ARM_BK_HSS
Notes: Winter Springs Dentistry
Type: SA, SAH

GBLF3
GlasWerks® Luminescent LED Bern®



General Description
The architectural luminaire consists of a flat LED optical assembly shielded by a decorative formed housing and a top mounted cast aluminum electrical assembly. The optical assembly is seamlessly integrated into the form factor for beautiful daytime appearance and exceptionally uniform lighting at night.

Optical Assembly
The optical assembly consists of an edgelit waveguide light engine for unmatched visual comfort. Light from the LED module is distributed by proprietary wave-guide technology to maximize uniformity and minimize glare. Configurable with CCT options of 2700K, 3000K, and 4000K. CRI is 70 minimum. Available with asymmetric, symmetric, or pathway distributions.

Mounting Style
Optional mounting styles include Quick Lock Stem, NPT threads, and horizontal arm.

Quick Lock Stem Mounting style is compatible with the following leveling fitters:
- Boston Harbor Decorative Arm Fitter (BKHF)
- GlasWerks Decorative Arm Fitter (GWDF)
- West Liberty Decorative Arm Fitter (WLDF)
- Ball Style Decorative Fitter (BASF)

Electrical Assembly
The cast aluminum electrical housing has a smooth domed contour. A (3) station terminal block is provided to accept #14 through #2 size wire. The electrical housing is hinged with a tool-less latch to provide easy access to the gear assembly. The unitized electrical assembly, containing the electronic driver and other electrical components, plugs into the quick disconnect receptacle. The pendant mount version has a welded stem (Quick Lock Stem Mounting), which aides in installation speed. The arm mount version is provided with two U-bolts with washers and nuts and two leveling set screws that lock the housing to a 2 inch nominal (2-3/8" O.D.) horizontal arm and allow a ±5° degree adjustment from horizontal to the cover.

Electrical System
Programmable LED driver with 0-10V dimming. Optional DALI dimming. Driver life is rated to at least 100,000 hours. Luminaire surge protection rating of 20kV/10kA per ANSI/IEEE C62.41.2.

Finish
The luminaire is finished with corrosion resistance super durable powder coat paint to ensure maximum durability. Finish is rated to 5,000 hours salt spray per ASTM B117.

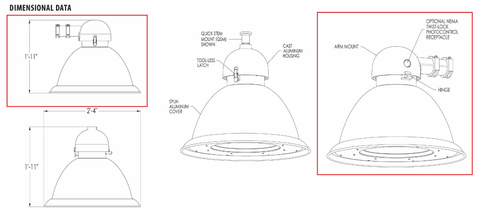
Listing
The luminaire is CSA certified to US and Canadian standards. IP65 rated electrical chamber, IP66 rated LED optic chamber. 20kV/10kA extreme surge protection per ANSI/IEEE C136.2. Suitable for operation in ambient temperatures from -40°C to 40°C.
DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Government Procurement
BAA – Buy American Act: This product is available in a version that qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS.
BABA – Build America Buy America: This product is available in a version that qualifies as produced in the United States under the definitions of the Build America, Buy America Act, as implemented by 2 C.F.R. Part 184 and other agency implementing regulations, including Department of Transportation regulations.
Please refer to www.acuitybrands.com/resources/buy-american for additional information.

Warranty
Limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

DIMENSIONAL DATA



Maximum Weight - 51 lbs
Maximum Effective Projected Area - 1.2 ft²

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GBLF3
GlasWerks® Luminescent LED Bern®

ORDERING INFORMATION

Example: GBLF3 P30 40K MVOLT ASY QSM BK

Cover Type	LED Lumen Package	Color Temperature	Voltage	Optics	Mounting Style	Finish Color
GBLF3 Bern	P10 P10 Performance Package	27K 2700K, 70 CRI	MVOLT 120-277V	ASY Asymmetric	ABM Horizontal Arm Mount	BK Black
	P20 P20 Performance Package	30K 3000K, 70 CRI	HVOLT 347-480V	SYM Symmetric	NPT 1.2" NPT Thread	BZ Bronze
	P30 P30 Performance Package	40K 4000K, 70 CRI		PTH Pathway	QSM Quick Stem Mount	GH Graphite
	P40 P40 Performance Package					GN Green
	P50 P50 Performance Package					GR Gray
	P60 P60 Performance Package					WH White
	P70 P70 Performance Package					
	P80 P80 Performance Package					

Options

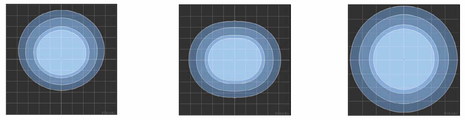
Control Options:		Prewire Lead Options:	
PR7	7 pin NEMA photocontrol receptacle	L03	3ft prewire leads
PR7E	7 pin NEMA photocontrol external	L10	10ft prewire leads
P14	Solid state long life photocontrol (347V)	L20	20ft prewire leads
P48	Solid state long life photocontrol (480V)	L25	25ft prewire leads
PCLL	DLL photocontrol	L30	30ft prewire leads
SH	Shorting cap		
AD	Adjustable Output Module	NEMA Label Options:	
DALI	DALI dimming	NL1X1	1" x 1" NEMA label
WG	Wire guard (ships separately)	NL3X3	3" x 3" NEMA label
HSS	House side shield (ships separately)		

Type SAH

Accessories: *Order as separate catalog number.*

GBLF3HSS	House side shield
GBLF3WG	Wire guard

OPTICAL DISTRIBUTIONS



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GBLF3
GlasWerks® Luminescent LED Bern®

PERFORMANCE DATA
Lumen and Wattage Data

Lumen Package	System Wattage	Distribution	2700K, 70 CRI		3000K, 70 CRI		4000K, 70 CRI	
			Lumens	LPW	Lumens	LPW	Lumens	LPW
P10	30	ASY	3,738	126	3,870	130	4,122	139
		PTH	3,860	130	3,995	134	4,256	143
		SYM	3,681	124	3,811	128	4,059	137
P20	51	ASY	6,140	121	6,359	125	6,774	134
		PTH	6,343	125	6,565	129	6,994	138
		SYM	6,049	119	6,262	123	6,671	132
P30	62	ASY	7,377	118	7,636	122	8,135	130
		PTH	7,617	122	7,884	126	8,399	135
		SYM	7,264	116	7,520	120	8,011	128
P40	75	ASY	8,767	116	9,075	121	9,668	128
		PTH	9,052	120	9,370	124	9,982	133
		SYM	8,633	115	8,937	119	9,520	126
P50	95	ASY	10,810	114	11,190	118	11,920	125
		PTH	11,161	117	11,553	121	12,308	129
		SYM	10,645	112	11,019	116	11,738	123
P60	118	ASY	12,781	108	13,230	112	14,094	119
		PTH	13,196	111	13,660	115	14,551	123
		SYM	12,586	106	13,028	110	13,878	117
P70	151	ASY	15,726	104	16,278	108	17,341	115
		PTH	16,236	108	16,807	111	17,904	119
		SYM	15,485	103	16,029	106	17,076	113
P80	173	ASY	17,544	101	18,161	105	19,346	112
		PTH	18,114	105	18,750	108	19,974	115
		SYM	17,276	100	17,883	103	19,050	110

OPTIONS MATRIX

		Lumen Package								Voltage		Receptacle		Photocontrol				Dimming Options	
		P10	P20	P30	P40	P50	P60	P70	P80	MVOLT	HVOLT	PR7	PR7E	PCLL	PCL3	PCL4	SH	AD	DALI
Lumen Package	P10		N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	RFD*	
	P20	N		N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	RFD*	
	P30	N	N		N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	RFD*	
	P40	N	N	N		N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	RFD*	
	P50	N	N	N	N		N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	RFD	
	P60	N	N	N	N	N		N	N	Y	Y	Y	Y	Y	Y	Y	Y	RFD	
	P70	N	N	N	N	N	N		N	Y	Y	Y	Y	Y	Y	Y	Y	RFD	
	P80	N	N	N	N	N	N	N		Y	Y	Y	Y	Y	Y	Y	Y	RFD	
Voltage	MVOLT	Y	Y	Y	Y	Y	Y	Y	Y		N	Y	Y	N	Y	Y	Y	RFD	
	HVOLT	Y	Y	Y	Y	Y	Y	Y	Y	N		Y	Y	N	Y	Y	Y	N	
Receptacle	PR7	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		N	Y	Y	Y	Y	RFD	
	PR7E	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N		Y	Y	Y	Y	RFD	
Photocontrol	PCLL	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y		N	N	N	RFD	
	PCL3	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	N		N	N	RFD	
	PCL4	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	N	N		N	RFD	
	SH	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N		RFD	
Dimming Options	AD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		N
	DALI	RFD*	RFD*	RFD*	RFD*	RFD	RFD	RFD	RFD	RFD	N	RFD	RFD	RFD	RFD	RFD	RFD	N	

Y = combination is available
N = combination is not available
RFD = consult factory, additional information required
RFD* = consult factory, additional information required, not CSA certified

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GBLF3
GlasWerks® Luminescent LED Bern®

LED Lumen Maintenance

25,000 hours	36,000 hours	50,000 hours	60,000 hours	75,000 hours	100,000 hours
98%	96%	94%	91%	87%	68%

Lumen maintenance calculated according to TM-21 at 25°C ambient. Italicized values are extrapolated beyond the standard.

Adjustable Output (AO) Response

AO Setting	% Lumen Output	% Wattage
8	100%	100%
7	94%	94%
6	82%	87%
5	70%	68%
4	58%	56%
3	46%	43%
2	33%	31%
1	21%	19%

Luminaire Ambient Temperature Factor

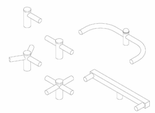
Ambient Temperature	Relative Lumen Output
0°C	1.03
15°C	1.02
20°C	1.01
25°C	1.00
30°C	0.99
35°C	0.99
40°C	0.98

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HOLOPHANE
LEADER IN LIGHTING SOLUTIONS

Catalog Number: BR292-BK
Notes: Winter Springs Dentistry
Type: ARM

ARM & BR Horizontal Arms
Round Aluminum or Steel Horizontal Arms



Specifications
Pole-top mounted horizontal arms

Materials
Aluminum arms are fabricated from aluminum alloy and are heat treated to a T6 condition after fabrication.
Steel arms are fabricated from structural carbon steel.
All hardware shall be stainless steel.

Installation
The arm shall mount to the top of a pole supplied with a tenon or round plain top.

Finish
The arm assembly is finished with polyester powder paint applied to insure maximum durability.
Aluminum arms can also be finished as Natural Aluminum or Satin Brush.
Steel arms can also be finished as Hot Dipped Galvanized or Prime Painted.

Warranty
5 year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

NOTE: Actual performance may differ as a result of end-user environment and application.
Specifications subject to change without notice.

ALUMINUM ORDERING INFORMATION

Example: ARM13S BZ

Series (Aluminum)			Finish (Aluminum)	
ARM13S	BR1060	BR1068	GR	Gray Paint
ARM13A	BR1061	BR1069	BZ	Bronze Paint
ARM13T	BR1062	BR1070	BK	Black Paint
ARM13B	BR1063	BR1071	GN	Green Paint
BR951	BR1064	BR1072	WH	White Paint
BR952	BR1065	BR1073	DDB	Dark Bronze Paint
BR953	BR1066	BR1074	SB	Satin Brush
BR954	BR1067	BR1075	NA	Natural Aluminum

STEEL ORDERING INFORMATION

Example: BR1055 HG

Series (Steel)					Finish (Steel)	
BR1055	BR292	BR1924	BR1932	BR1940	GR	Gray Paint
BR1056	BR293	BR1925	BR1933	BR1941	BZ	Bronze Paint
BR1057	BR294	BR1926	BR1934		BK	Black Paint
BR1058	BR295	BR1927	BR1935		GN	Green Paint
ARM150	BR296	BR1928	BR1936		WH	White Paint
ARM151	BR297	BR1929	BR1937		DDB	Dark Bronze Paint
ARM152	BR298	BR1930	BR1938		HG	Hot Dipped Galvanized
ARM153		BR1931	BR1939		PP	Primer Painted

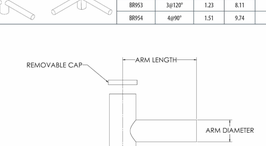
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ARM & BR Horizontal Arms
Round Aluminum or Steel Horizontal Arms

DIMENSIONAL DATA

Aluminum - Horizontal Arms and Brackets

Material	Image	Catalog Number	Orientation	EPA (sq ft)	Weight (lbs)	Pole Top or Tenon Diameter	Arm Length	Arm Diameter
Aluminum		BR1060	1@90°	0.40	2.95	3" O.D.	8.25"	2-3/8" O.D.
		BR1064	2@180°	0.53	3.71			
		BR1068	3@120°	0.66	4.48			
		BR1072	4@90°	0.79	5.24			
		BR1061	1@90°	0.47	3.82	4" O.D.		
		BR1065	2@180°	0.59	4.53			
		BR1069	3@120°	0.71	5.24			
		BR1073	4@90°	0.83	5.95			
		BR1062	1@90°	0.50	3.89	4.5" O.D.		
		BR1066	2@180°	0.62	4.58			
		BR1070	3@120°	0.74	5.26			
		BR1074	4@90°	0.85	5.95			
		BR1063	1@90°	0.72	6.73	6" O.D.		
		BR1067	2@180°	0.71	6.67			
		BR1071	3@120°	0.82	7.27			
		BR1075	4@90°	0.92	7.67			
		ARM135	1@90°	0.63	4.52	3.5" O.D.	18"	
		ARM136	2@180°	0.96	6.42			
		ARM137	3@120°	1.29	8.31			
		ARM138	4@90°	1.61	10.21			
		BR951	1@90°	0.66	4.84	4.5" O.D.		
		BR952	2@180°	0.94	6.47			
		BR953	3@120°	1.23	8.11			
		BR954	4@90°	1.51	9.74	6" O.D.		



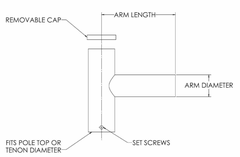
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ARM & BR Horizontal Arms
Round Aluminum or Steel Horizontal Arms

DIMENSIONAL DATA

Steel - Horizontal Arms and Brackets

Material	Image	Catalog Number	Orientation	EPA (sq ft)	Weight (lbs)	Pole Top or Tenon Diameter	Arm Length	Arm Diameter
Steel		BR1055	1@90°	0.3	8	B04 Tenon 2-3/8" X 4" Tall	8"	2-3/8" O.D.
		BR1056	2@180°	0.4	11			
		BR1057	3@120°	0.5	15			
		BR1058	4@90°	0.6	18			
		ARM150	1@90°	0.38	11	B04 Tenon 2-3/8" X 4" Tall	18"	
		ARM151	2@180°	0.61	15			
		ARM152	3@120°	0.77	19			
		ARM153	4@90°	1.08	25			
		BR292	1@90°	0.55	19	B04 Tenon 2-3/8" X 4" Tall	30"	
		BR293	2@180°	0.95	24			
		BR294	3@120°	1.34	31			
		BR295	4@90°	1.75	38	F06 Tenon 4" x 6" Tall		
		BR296	5@72°	2.21	52			
		BR297	6@60°	2.59	80			
		BR298	8@45°	3.36	91			



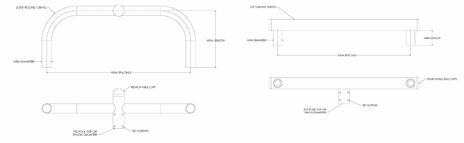
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ARM & BR Horizontal Arms
Round Aluminum or Steel Horizontal Arms

DIMENSIONAL DATA

Steel - Horizontal Arms and Brackets

Material	Image	Orientation	Catalog Number	EPA (sq ft)	Weight (lbs)	Fits Pole Top/ Tenon Diameter	Arm Diameter	Arm Length	Arm Spacing
Steel (2-3/8"ø Round Tubing)		Twin	BR1924	1.3	20	B04 Tenon	2-3/8" O.D.	15"	36"
			BR1925	1.4	22	3.0" O.D.			
			BR1926	1.5	34	4.0" O.D.			
		Triple	BR1927	2	31	B04 Tenon		15"	30"
			BR1928	2.1	33	3.0" O.D.			
			BR1929	2.2	35	4.0" O.D.			
		Quad	BR1930	3.5	44	B04 Tenon		15"	30"
			BR1931	3.6	46	3.0" O.D.			
			BR1932	3.7	48	4.0" O.D.			
Steel (3" Square Main Tube)		Twin	BR1933	1.3	20	B04 Tenon	2-3/8" O.D.	5"	36"
			BR1934	1.4	22	3.0" O.D.			
			BR1935	1.5	24	4.0" O.D.			
		Triple	BR1936	2	31	B04 Tenon		5"	30"
			BR1937	2.1	33	3.0" O.D.			
			BR1938	2.2	35	4.0" O.D.			
		Quad	BR1939	2.9	44	B04 Tenon		5"	30"
			BR1940	3	46	3.0" O.D.			
			BR1941	3.1	48	4.0" O.D.			



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QA/QC REVIEW
REVIEWER | DATE

JOB NUMBER
21703
COORDINATOR
Checker
ARCHITECT

DESIGNER
Designer
DRAFTER
Author
FILE NAME

DATE
06/11/26

60% PROGRESS SET

Winter Springs Dentistry
STATE ROAD 434

STAMP

PARKING LOT LIGHTING SPEC SHEETS

E103

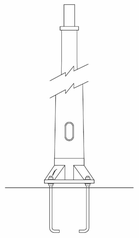
NOT FOR CONSTRUCTION

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Catalog Number	RTA20-50G-B04-BK-BCV
Notes	Winter Springs Dentistry
Type	POLE

RTA/AORTA

Round Tapered Aluminum Poles



BAA BABA

Construction
- Welds conform to applicable AWS structural welding code.
- Pole shaft is one piece, 6063 aluminum alloy, heat treated to a T6 temper.
- Pole base shall be 356 or A356 aluminum alloy, heat treated to a T6 temper after welding.
- Hand hole is 2" x 4" minimum, cover and fasteners are included.
- Nut covers shall be provided as standard. Finish shall match pole.
- Non-structural fasteners shall be stainless steel

Finish
- Painted, satin brush or anodize finish.
- Painted poles shall be semi-gloss powder paint.

Grounding
- Grounding provision shall be immediately accessible through hand hole, 3/8-16 threads.

Anchor Bolts
- Steel anchor bolts shall be per AASHTO M314 or ASTM F 1554 - Grade 55, hot dip galvanize.
- Nuts and washers shall be per AASHTO M314-90 or ASTM F 1554 – hot dip galvanized.

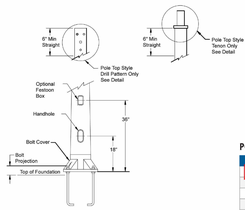
Government Procurement
BAA – Buy America(n) Act: Product with the BAA option qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product with the BAA option also qualifies as manufactured in the United States under DOT Buy America regulations.
BABA – Build America Buy America: Product with the BAA option also qualifies as produced in the United States under the definitions of the Build America, Buy America Act.
Please refer to www.acuitybrands.com/resources/buy-american for additional information.

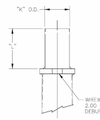
Warranty
Contact Factory for warranty information on this pole product. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Other Acuity warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.

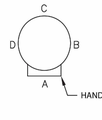
DIMENSIONAL DATA

POLE TOP STYLE





DRILL PATTERN ORIENTATION



POLE TOP DIMENSIONS

Pole Top Style	K	L
B04	2.38	4.00
B06	2.38	6.00
C03	3.00	3.00
C04	2.88	4.00
C05	2.88	5.00
C09	2.88	9.00
E06	3.50	6.00
F06	4.00	6.00
N03	1.50	3.00
N12	1.50	12.00
PLN	Plain Top, NO TENON	

DRILL PATTERN ORIENTATION

Pole Top Style	Orientation	
D01	1 Unit	C
D02	2 Units @ 180	B, D
D03	3 Units @ 90	B, C, D
D04	4 Units @ 90	A, B, C, D
D05	2 Units @ 90	B, C

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RTA/AORTA

Round Tapered Aluminum Poles

ORDERING INFORMATION

Example: RTA 16 50C PLN MG3 FST

Series[1]	Pole Top Style	Pole Top Drill Pattern	Finish	Options
AORTA Architectural Outdoor Round Tapered Aluminum Pole	**For AORTA & RTA Poles**	**For AORTA & RTA Poles**	BK Black Paint	FST[1] Festoon Box
RTA Round Tapered Aluminum Pole	B04 Tenon, 2.38 O.D. x 4" LG.	NDR No Drill Pattern	BZ Bronze Paint	BCV Base Cover, one piece construction, finish matches pole
	B06 Tenon, 2.38 O.D. x 6" LG.		GN Green Paint	TRF Tamper resistant fasteners
	C03 Tenon, 3.00 O.D. x 3" LG.	**For RTA Poles**	GR Gray Paint	VDA Vibration Dampener
	C04 Tenon, 2.88 O.D. x 4" LG.	MG3 Drill Pattern, 2 hole, 3" from top	ST Satin Brush	BAA Buy America(n) Act and/or Build America Buy America Qualified
	C05 Tenon, 2.88 O.D. X 5" LG	AD2 Drill Pattern, 2 hole, 2.25" from top (For Decorative Arms)	WH White Paint	
	C09 Tenon, 2.88 O.D. X 9" LG		AK[2] Black Anodize	
	D01 Drilling for 1 unit		AZ[2] Bronze Anodize	
	D02 Drilling for 2 units @ 180		DOB Dark Bronze	
	D03 Drilling for 3 units @ 90			
	D04 Drilling for 4 units @ 90			
	D05 Drilling for 2 units @ 90			
	E06 Tenon, 3.50 O.D. x 6" LG.			
	F06 Tenon, 4.00 O.D. x 6" LG.			
	PLN Plain pole cap, no tenon			
Note: Select Base Pole Number from table on page 3	**For RTA Poles**			
	N03 Tenon, 1.5 NPT Pipe x 3" LG.			
	N12 Tenon, 1.5 NPT Pipe x 12" LG.			

Notes
1 "AO" added to the Base Pole catalog prefix designates Architectural Outdoor products. EPA and weight data is the same as shown on tables with AO prefix.
2 AK or AZ finish are special order only and must be quoted.
3 The Festoon Box is located on the same side as the hand hole, 36" above the pole base. Receptacle / Cover are not included.

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RTA/AORTA

Round Tapered Aluminum Poles

Base Pole Number	Nominal Pole Height	Nominal Shaft Size & Wall Thickness	Non-AASHTO Ratings (1.30 Gust) 90 MPH Max EPA	90 MPH Max Wt.	100 MPH Max EPA	100 MPH Max Wt.	110 MPH Max EPA	110 MPH Max Wt.	Bolt Circle Dia.	Anchor Bolt Size	Ref. Item No.
RTA 08 40C	8	4.0 x 3.0 x .125	6.5	75	5.1	75	4.1	75	7.75	.75 x 17 + 3	1
RTA 10 40C	10	4.0 x 3.0 x .125	4.8	75	3.7	75	2.9	75	7.75	.75 x 17 + 3	1
RTA 10 50C	10	5.0 x 3.0 x .125	9.5	75	7.5	75	6.1	75	8.5	.75 x 17 + 3	2
RTA 12 40C	12	4.0 x 3.0 x .125	3.5	75	2.6	75	1.9	75	7.75	.75 x 17 + 3	1
RTA 12 50C	12	5.0 x 3.0 x .125	7.4	75	5.8	75	4.6	75	8.5	.75 x 17 + 3	2
RTA 12 50E	12	5.0 x 3.0 x .156	9.5	75	7.4	75	6.0	75	8.5	.75 x 17 + 3	2
RTA 12 50G	12	5.0 x 3.0 x .188	11.4	100	9.0	100	7.3	100	8.5	.75 x 17 + 3	2
RTA 14 40C	14	4.0 x 3.0 x .125	2.4	75	1.6	75	1.1	75	7.75	.75 x 17 + 3	1
RTA 14 50C	14	5.0 x 3.0 x .125	5.8	75	4.4	75	3.4	75	8.5	.75 x 17 + 3	2
RTA 14 50E	14	5.0 x 3.0 x .156	7.5	75	5.8	75	4.6	75	8.5	.75 x 17 + 3	2
RTA 14 50G	14	5.0 x 3.0 x .188	9.2	100	7.2	100	5.7	100	8.5	.75 x 17 + 3	2
RTA 16 40C	16	4.0 x 3.0 x .125	1.5	75	0.8	75	0.4	75	7.75	.75 x 17 + 3	1
RTA 16 50C	16	5.0 x 3.0 x .125	4.3	75	3.2	75	2.4	75	8.5	.75 x 17 + 3	2
RTA 16 50E	16	5.0 x 3.0 x .156	5.8	75	4.4	75	3.4	75	8.5	.75 x 17 + 3	2
RTA 16 50G	16	5.0 x 3.0 x .188	7.2	100	5.5	100	4.3	100	8.5	.75 x 17 + 3	2
RTA 16 60E	16	6.0 x 4.0 x .156	10.7	100	8.5	100	6.9	100	9.5	.75 x 17 + 3	3
RTA 16 60G	16	6.0 x 4.0 x .188	13.2	100	10.5	100	8.6	100	9.5	.75 x 17 + 3	3
RTA 18 50C	18	5.0 x 3.0 x .125	3.1	100	2.2	100	1.5	100	8.5	.75 x 17 + 3	2
RTA 18 50E	18	5.0 x 3.0 x .156	4.3	100	3.2	100	2.4	100	8.5	.75 x 17 + 3	2
RTA 18 50G	18	5.0 x 3.0 x .188	5.6	100	4.2	100	3.2	100	8.5	.75 x 17 + 3	2
RTA 18 60E	18	6.0 x 4.0 x .156	8.6	100	6.8	100	5.5	100	9.5	.75 x 17 + 3	3
RTA 18 60G	18	6.0 x 4.0 x .188	10.7	100	8.5	100	6.9	100	9.5	.75 x 17 + 3	3
RTA 18 70E	18	7.0 x 4.0 x .156	13.8	150	10.9	150	8.9	150	10.5	1.00 x 36 + 4	4
RTA 20 50C	20	5.0 x 3.0 x .125	2.1	100	1.3	100	0.8	100	8.5	.75 x 17 + 3	2
RTA 20 50E	20	5.0 x 3.0 x .156	3.2	100	2.2	100	1.5	100	8.5	.75 x 17 + 3	2
RTA 20 50G	20	5.0 x 3.0 x .188	4.3	100	3.1	100	2.3	100	8.5	.75 x 17 + 3	2
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RTA 20 70E	20	7.0 x 4.0 x .156	11.5	150	9.0	150	7.3	150	10.5	1.00 x 36 + 4	4
RTA 25 60E	25	6.0 x 4.0 x .156	3.5	100	2.5	100	1.9	100	9.5	.75 x 17 + 3	3
RTA 25 60G	25	6.0 x 4.0 x .188	4.8	100	3.6	100	2.8	100	9.5	.75 x 17 + 3	3
RTA 25 70E	25	7.0 x 4.0 x .156	7.0	100	5.3	150	4.2	150	10.5	1.00 x 36 + 4	4
RTA 25 80E	25	8.0 x 4.5 x .156	10.8	150	8.5	150	6.8	150	11.5	1.00 x 36 + 4	5
RTA 25 80G	25	8.0 x 4.5 x .188	13.7	150	10.8	150	8.7	150	11.5	1.00 x 36 + 4	5
RTA 30 70E	30	7.0 x 4.0 x .156	3.8	150	2.7	150	2.0	150	10.5	1.00 x 36 + 4	4
RTA 30 80E	30	8.0 x 4.5 x .156	6.9	150	5.3	150	4.1	150	11.5	1.00 x 36 + 4	5
RTA 30 80G	30	8.0 x 4.5 x .188	9.2	150	7.1	150	5.6	150	11.5	1.00 x 36 + 4	5
RTA 30 80J	30	8.0 x 4.5 x .250	13.6	150	10.7	150	8.6	150	11.5	1.00 x 36 + 4	5
RTA 30 10G	30	10.0 x 6.0 x .188	17.9	200	14.1	200	11.3	200	14.5	1.00 x 36 + 4	6
RTA 35 80E	35	8.0 x 4.5 x .156	4.0	150	2.9	150	2.1	150	11.5	1.00 x 36 + 4	5
RTA 35 80G	35	8.0 x 4.5 x .188	6.0	150	4.5	150	3.4	150	11.5	1.00 x 36 + 4	5
RTA 35 80J	35	8.0 x 4.5 x .250	9.5	150	7.3	150	5.8	150	11.5	1.00 x 36 + 4	5
RTA 35 10G	35	10.0 x 6.0 x .188	13.2	200	10.2	200	8.0	200	14.5	1.00 x 36 + 4	6
RTA 39 80G	39	8.0 x 4.5 x .188	3.9	150	2.8	150	1.9	150	11.5	1.00 x 36 + 4	5
RTA 39 80J	39	8.0 x 4.5 x .250	6.9	150	5.2	150	4.0	150	11.5	1.00 x 36 + 4	5
RTA 39 10G	39	10.0 x 6.0 x .188	10.2	200	7.7	200	5.8	200	14.5	1.00 x 36 + 4	6
RTA 39 10J	39	10.0 x 6.0 x .250	14.9	300	11.5	300	9.0	300	14.5	1.25 x 48 + 6	7

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RTA/AORTA

Round Tapered Aluminum Poles

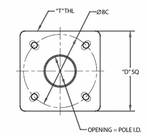
Base Pole Number	Nominal Pole Height	Nominal Shaft Size & Wall Thickness	AASHTO 2013 Ratings (1.14 Gust) 90 MPH Max EPA	90 MPH Max Wt.	100 MPH Max EPA	100 MPH Max Wt.	110 MPH Max EPA	110 MPH Max Wt.	Bolt Circle Dia.	Anchor Bolt Size	Ref. Item No.
RTA 08 40C	8	4.0 x 3.0 x .125	7.7	75	6.1	75	4.9	75	7.75	.75 x 17 + 3	1
RTA 10 40C	10	4.0 x 3.0 x .125	5.9	75	4.6	75	3.6	75	7.75	.75 x 17 + 3	1
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RTA 30 80J	30	8.0 x 4.5 x .250	18.9	150	14.6	150	11.7	150	11.5	1.00 x 36 + 4	5
RTA 30 10G	30	10.0 x 6.0 x .188	24.6	200	19.6	200	15.8	200	14.5	1.00 x 36 + 4	6
RTA 35 80E	35	8.0 x 4.5 x .156	6.3	150	4.4	150	3.2	150	11.5	1.00 x 36 + 4	5
RTA 35 80G	35	8.0 x 4.5 x .188	8.9	150	6.5	150	5.0	150	11.5	1.00 x 36 + 4	5
RTA 35 80J	35	8.0 x 4.5 x .250	13.9	150	10.6	150	8.4	150	11.5	1.00 x 36 + 4	5
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RTA 39 80G	39	8.0 x 4.5 x .188	6.3	150	4.4	150	3.2	150	11.5	1.00 x 36 + 4	5
RTA 39 80J	39	8.0 x 4.5 x .250	10.6	150	7.9	150	6.1	150	11.5	1.00 x 36 + 4	5
RTA 39 10G	39	10.0 x 6.0 x .188	14.9	200	11.6	200	9.1	200	14.5	1.00 x 36 + 4	6
RTA 39 10J	39	10.0 x 6.0 x .250	21.5	300	16.9	300	13.4	300	14.5	1.25 x 48 + 6	7

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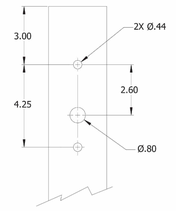
RTA/AORTA

Round Tapered Aluminum Poles

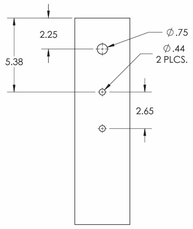
BASE DETAIL



Item No.	Bolt Circle Dia.	Min. Base Size "D"	Base Thk. "T"	Bolt Projection	Anchor Bolt Set	Bolt Circle Template
1	7.75	7.5	0.56	3.00 - 3.50	AB-26-4	TMP-113
2	8.50	9.25	0.56	3.00 - 3.50	AB-26-4	TMP-40
3	9.50	10.25	0.75	3.25 - 3.75	AB-31-4	TMP-42
4	10.50	10.50	0.75	3.75 - 4.25	AB-27-4	TMP-44
5	11.50	11.50	0.88	3.88 - 4.38	AB-27-4	TMP-46
6	14.50	14.50	1.13	4.00 - 4.50	AB-27-4	TMP-51
7	14.50	14.50	1.13	4.50 - 5.00	AB-28-4	TMP-51



DRILL PATTERN "MG3"



DRILL PATTERN "AD2"

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NOT FOR CONSTRUCTION

McCree
ARCHITECTS & ENGINEERS, INC.
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Orlando, FL 32803
P.O. Box 547369
Orlando, FL 32854-7369
Phone:407-898-4821
Fax:407-896-8763
License # AAC002100

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QA/QC REVIEW
REVIEWER DATE

JOB NUMBER
21703
COORDINATOR
Checker
ARCHITECT

DESIGNER
Designer
DRAFTER
Author
FILE NAME

DATE
05/26/26

60% PROGRESS SET
ISSUE

Winter Springs Dentistry
STATE ROAD 434

STAMP

PARKING LOT LIGHTING SPEC SHEETS 2

E104

C:\Users\Huascar Martinez\AppData\Local\Autodesk\Revit\Autodesk Revit 2026\CollaborationCache\AYY23CUPL8C56WX8\851b6fb6-23b4-4106-b0e0-4f387c2794e1\44f3236f-7049-4de8-835b-efdb82ab6371.rvt
9/4/2026 10:28:38 AM

June 16, 2026

St. Johns River Water Management District
Apopka Service Center
2501 S Binion Road
Apopka, FL 32703

Re: *Winter Springs Dentistry – Minor Modification*
Winter Springs, Florida
Environmental Resource Permit – Minor Modification to SJRWMD Permit No. IND-117-95027-9

To Whom It May Concern,

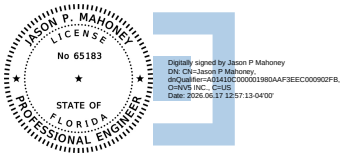
Bella Dental, PA is requesting a minor modification to an existing ERP (Permit No. IND- 117-95027-9) for a proposed dentist office located in Winter Springs, FL. The original ERP permit was issued on December 13, 2005 for the construction of a ±38 acre mixed-use development, with a single wet detention stormwater pond treating the runoff from approximately ±30 acres of impervious area for the entire development.

The proposed project is completely within the previously permitted site. The project includes the construction of a dentist office as well as associated sidewalks, parking, utilities, and landscaping. Stormwater runoff from the proposed site will outfall to existing underground stormwater piping that was permitted under application #95027-17. Application #95027-17 outfalls to an existing underground stormwater conveyance system (Permit #95027-12). The ultimate outfall for the stormwater system included under Permit #95027-12 leads to a master stormwater pond (Permit #95027-2). The master stormwater system accounts for a maximum allowable impervious area of 80% (see attached exhibits). The project area is a total of 0.52 acres with an impervious area of 0.33 acres, resulting in an impervious coverage of 64%, which is less than the allowable impervious area of 80%.

Considering that the current project is within permitted impervious area, and not proposing any modifications to the pond, we believe the District can consider this a minor modification to the original permit. A map of the project area and proposed construction site plans are included for your reference.

Sincerely,

Jason Mahoney



Jason Mahoney, PE
Vice President Infrastructure Florida
NV5, Inc.

Proposed Conditions

Post Development Drainage Basins

(From Original Permit Calculations, Appendix 8)

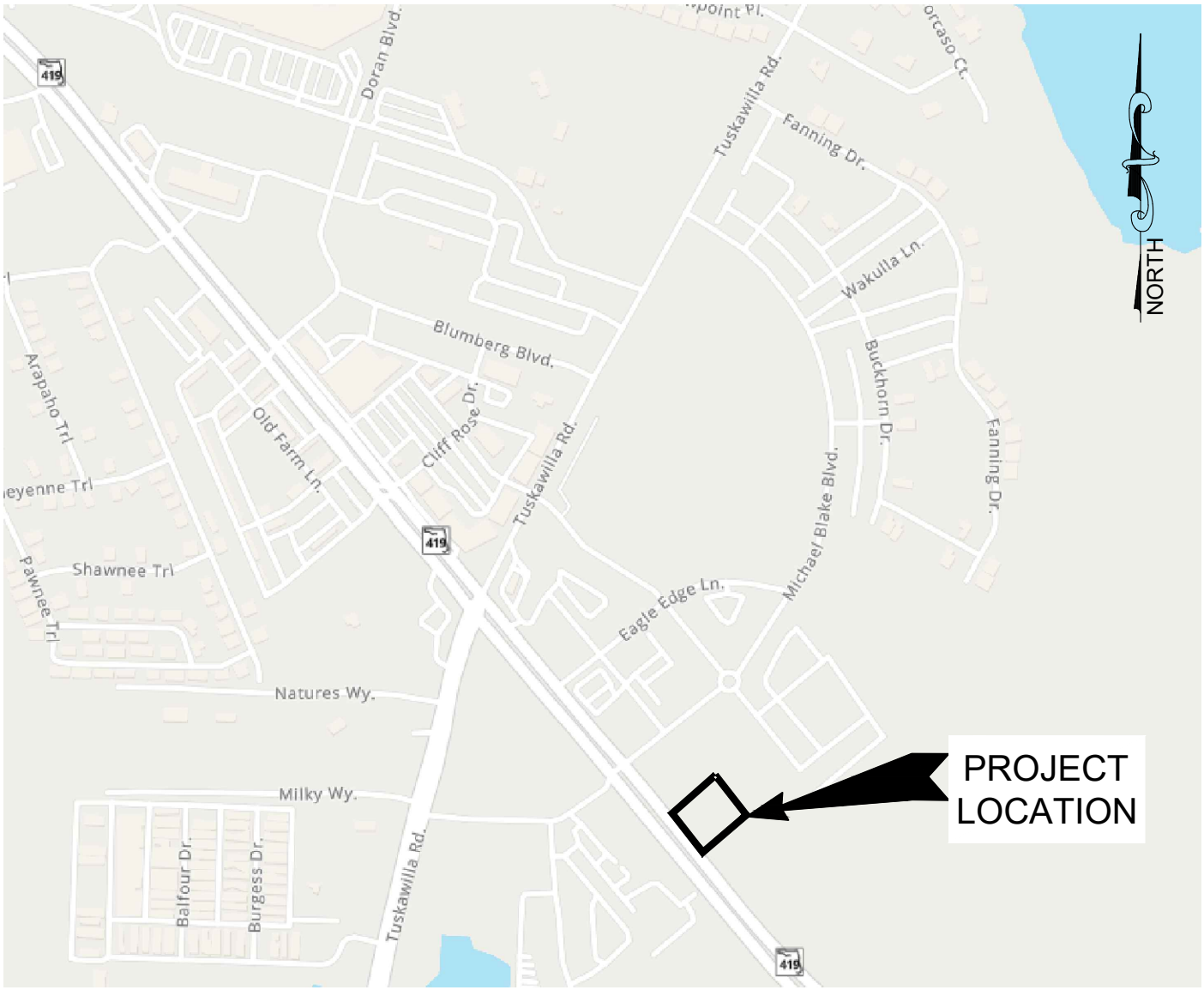
Impervious Area, CN = 98.0
Open Space, CN = 74.0

Basin	Impervious Area (ac)	Open Space (ac)	Total Area (ac)	Curve No.	Weighted CN	Sea Hawk Cove Extension 95027-17: Portion of Basins Covered by Current Project (ac)	Sea Hawk Cove Extension 95027-17: Portion of Impervious Area (ac)	Proposed Winter Springs Dentistry: Portion of Basins Covered by Current Project (ac)	Proposed Winter Springs Dentistry: Portion of Impervious Area (ac)
Street "A"	4.52 (75.0%)	1.51 (25.0%)	6.03	92.0	554.330	1.82 (30.2%)	1.37		
Street "B"	3.02 (75.0%)	1.01 (25.0%)	4.03	92.0	370.624				
Street "C"	4.69 (75.0%)	1.56 (25.0%)	6.25	92.0	575.380	1.08 (17.3%)	0.81	0.17 (2.7%)	0.13
Building "A"	1.77 (84.2%)	0.33 (15.8%)	2.10	94.2	197.954				
Building "B"	2.54 (86.6%)	0.39 (13.4%)	2.94	94.8	278.468				
Building "C"	1.58 (80.0%)	0.40 (20.0%)	1.98	93.2	184.536				
Building "D"	3.24 (80.0%)	0.81 (20.0%)	4.05	93.2	377.553				
Building "E"	1.42 (80.0%)	0.36 (20.0%)	1.78	93.2	165.523				
Building "F"	3.11 (80.0%)	0.78 (20.0%)	3.89	93.2	362.548	3.89 (100.0%)	3.11	0.35 (8.9%)	0.28
Building "G"	0.65 (80.0%)	0.16 (20.0%)	0.81	93.2	75.585	0.52 (64.1%)	0.42		
Building "H"	0.64 (80.0%)	0.16 (20.0%)	0.80	93.2	74.187	0.80 (100.5%)	0.64		
Amp	1.31 (80.0%)	0.33 (20.0%)	1.63	93.2	152.102				
Rest	0.86 (75.0%)	0.29 (25.0%)	1.15	92.0	105.984				
Trail	0.65 (65.0%)	0.35 (35.0%)	0.99	89.6	89.060				
Totals	30.01 (78.1%)	8.42 (21.9%)	**38.43**		3563.835	8.11 (21.1%)	**6.34**	0.52 (8.1%)	**0.40**

Acreage Summary

Total Area of new site:	0.52
Pervious Area proposed in plans:	0.19
Impervious Area proposed in original permit:	**0.40**
Impervious Area proposed in plans:	**0.33**

Proposed Impervious Area of 0.33 AC is less than Impervious Area of 0.40 AC in Original Permit



MAP DATA PROVIDED BY: © 2025 MAPQUEST

NV5
6200 LEE VISTA BLVD
ORLANDO, FL 32822
(407) 896-3317
WWW.NV5.COM

CERTIFICATE OF AUTHORIZATION # 29065

JOB NO: 26-0385

SCALE: NTS

DATE: 10/29/2025

LOCATION MAP

WINTER SPRINGS DENTISTRY

SHEET 1 OF 1

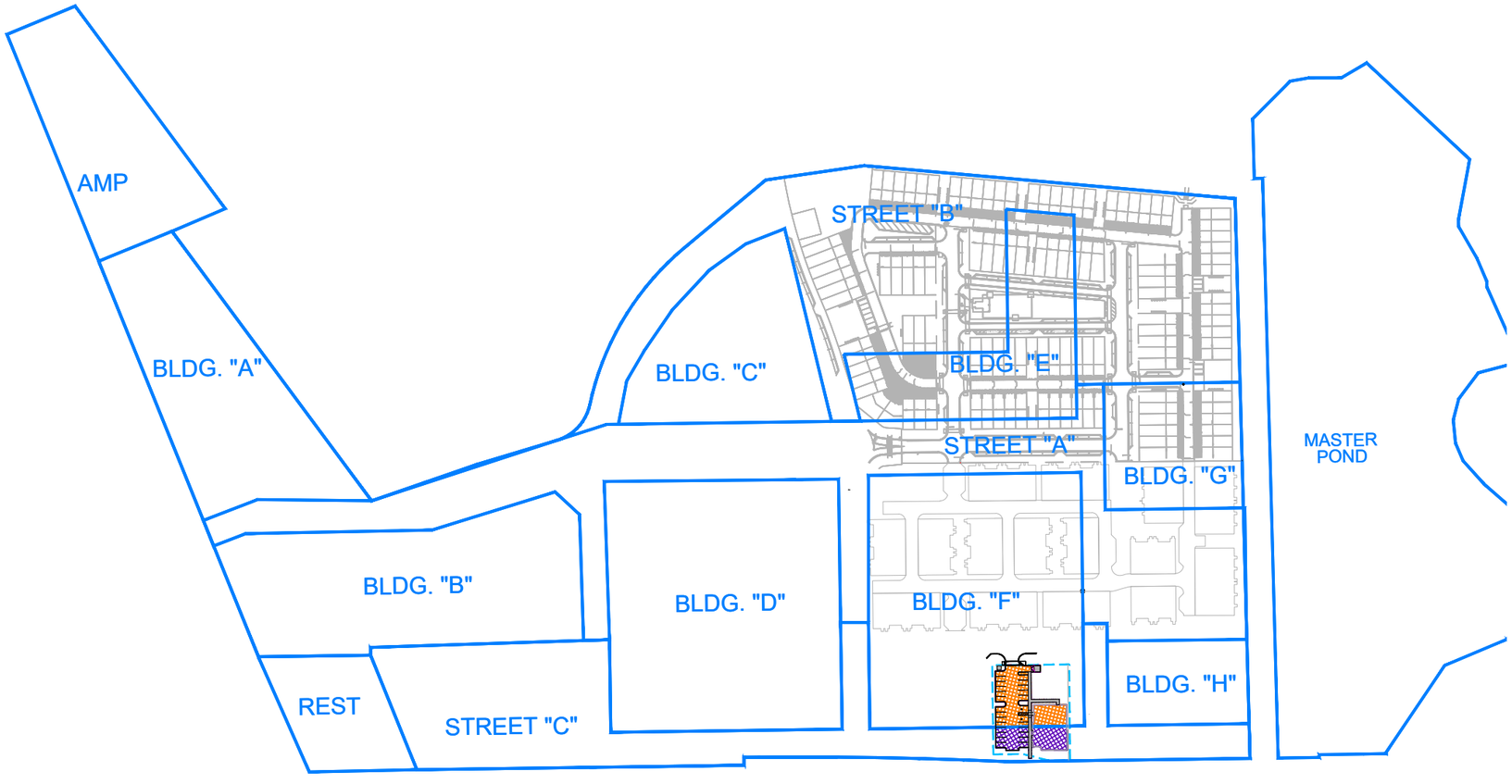
WINTER SPRINGS, FLORIDA

LEGEND

POST-DEVELOPMENT WATERSHED:

PROPOSED IMPERVIOUS AREA BLDG "F":

PROPOSED IMPERVIOUS STREET "C":



N

11801 Research Drive
Alachua, Florida 32615
(352)331-1976
www.nv5.com

NV5

355

SCALE: 1" = 250'

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1" 2"
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY.

CONSTRUCTION/REVISIONS:

SUBMITTALS:

CLIENT: MCCREE ARCHITECTS & ENGINEERS, INC

PROJECT: WINTER SPRINGS DENTISTRY

SHEET TITLE: POST BASIN USAGE EXHIBIT

TECHNICIAN: CCS

DESIGNER: CCS

QUALITY CONTROL: JM

PROJECT NUMBER: 26-0385

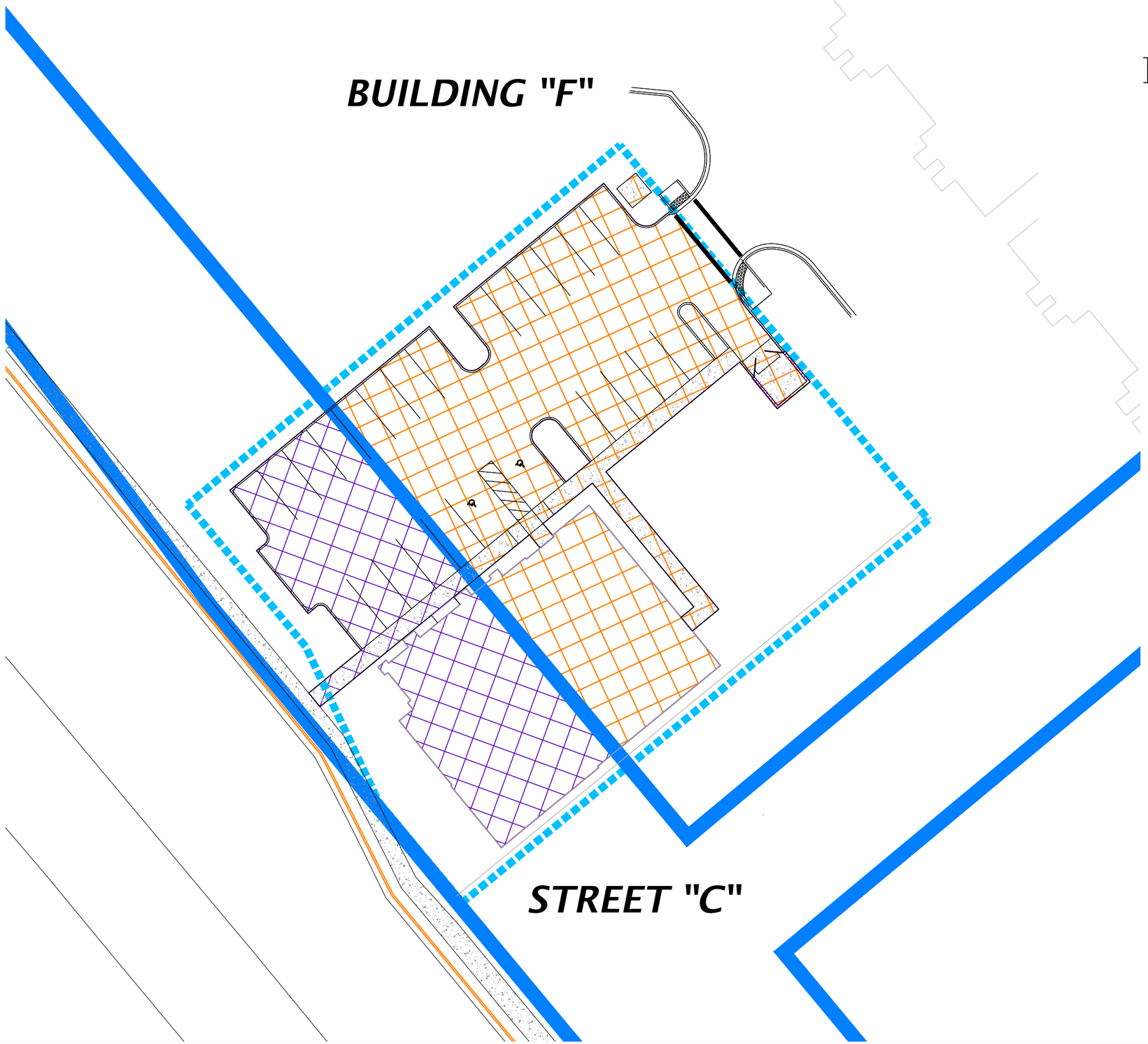
SHEET NO.:

LEGEND

POST-DEVELOPMENT WATERSHED:

PROPOSED IMPERVIOUS AREA BLDG "F":

PROPOSED IMPERVIOUS STREET "C":



N

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356

SCALE: 1" = 30'

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SCALES ACCORDINGLY.

SUBMITTALS:

CONSTRUCTION/REVISIONS:

CLIENT:
McCREE ARCHITECTS & ENGINEERS, INC

PROJECT:
WINTER SPRINGS DENTISTRY

SHEET TITLE:
POST BASIN IMPERVIOUS EXHIBIT

TECHNICIAN:
GCS

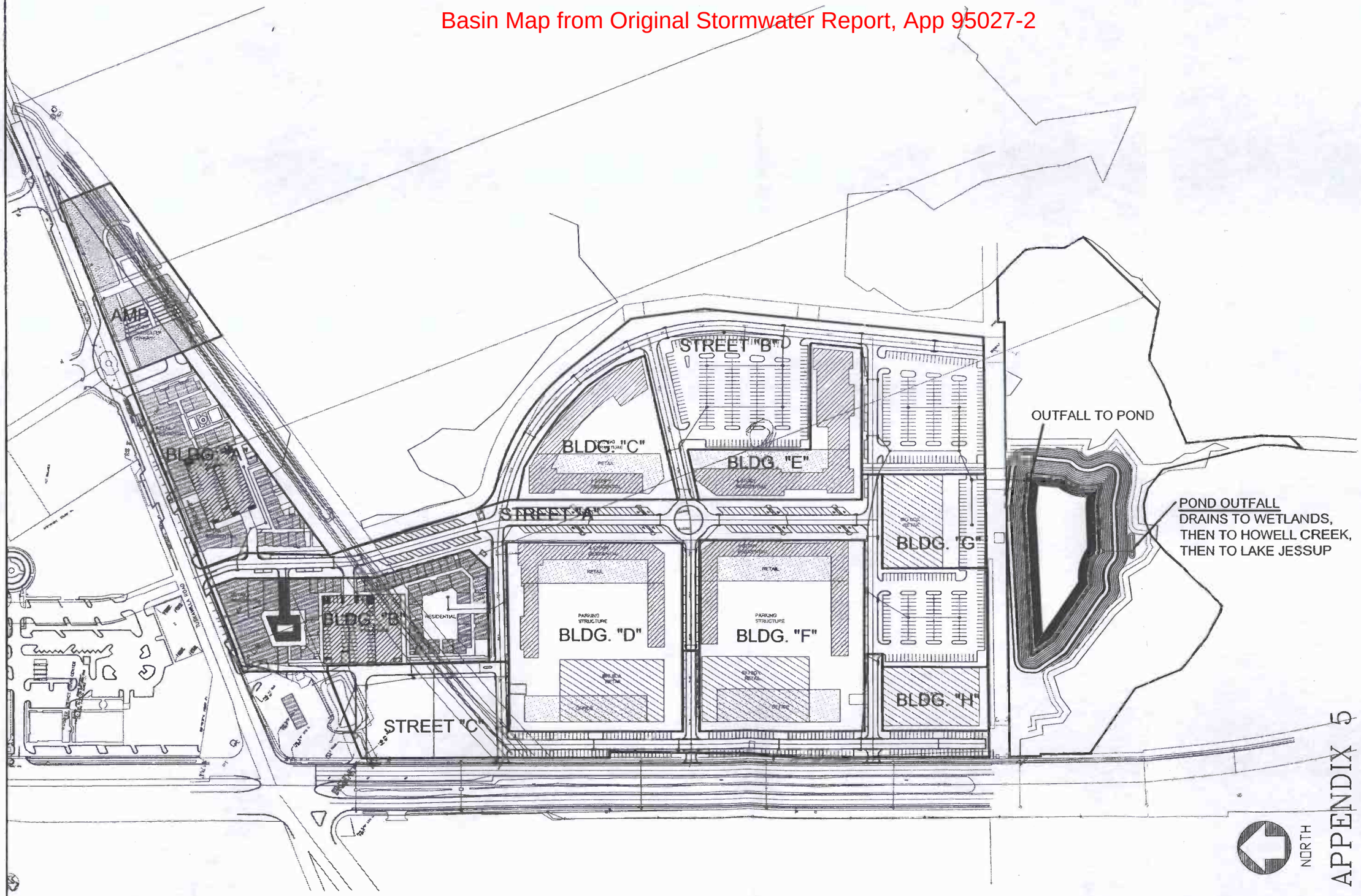
DESIGNER:
GCS

QUALITY CONTROL:
JM

PROJECT NUMBER:
26-0385

SHEET NO.:

Basin Map from Original Stormwater Report, App 95027-2



APPENDIX 5

POST-DEVELOP BASINS
WINTER SPRINGS TOWNE CENTER
STATE ROAD 434 & TUSKAWILLA
SEMINOLE COUNTY
WINTER SPRINGS, FLORIDA

JOB NO: 03067
SCALE: NTS
DATE: 03-15-04

LOCHRANE
ENGINEERS & SURVEYORS
201 SOUTH BUMBY AVENUE ORLANDO, FLORIDA 32803
PH: (407) 89-3317 FAX: (407) 896-9167 EMAIL: WWW.LOCHRANE.COM

Winter Springs Town Center - Phase II

Proposed Conditions

Lochrane Engineering, Inc.
LEI Proj. No: 03067.20
By: F. Porter

Post Development Drainage Basins

Impervious Area, CN = 98.0
Open Space, CN = 74.0

Basin	Impervious Area (ac)	Open Space (ac)	Total Area (ac)	Curve No.	Weighted CN
Street "A"	4.52 (75.0%)	1.51 (25.0%)	6.03	92.0	554.330
Street "B"	3.02 (75.0%)	1.01 (25.0%)	4.03	92.0	370.624
Street "C"	4.69 (75.0%)	1.56 (25.0%)	6.25	92.0	575.380
Building "A"	1.77 (84.2%)	0.33 (15.8%)	2.10	94.2	197.954
Building "B"	2.54 (86.6%)	0.39 (13.4%)	2.94	94.8	278.468
Building "C"	1.58 (80.0%)	0.40 (20.0%)	1.98	93.2	184.536
Building "D"	3.24 (80.0%)	0.81 (20.0%)	4.05	93.2	377.553
Building "E"	1.42 (80.0%)	0.36 (20.0%)	1.78	93.2	165.523
Building "F"	3.11 (80.0%)	0.78 (20.0%)	3.89	93.2	362.548
Building "G"	0.65 (80.0%)	0.16 (20.0%)	0.81	93.2	75.585
Building "H"	0.64 (80.0%)	0.16 (20.0%)	0.80	93.2	74.187
Amp	1.31 (80.0%)	0.33 (20.0%)	1.63	93.2	152.102
Rest	0.86 (75.0%)	0.29 (25.0%)	1.15	92.0	105.984
Trail	0.65 (65.0%)	0.35 (35.0%)	0.99	89.6	89.060
Totals	30.01 (78.1%)	8.42 (21.9%)	38.43		3563.835

Composite Curve Number

	Area (ac)	Weighted CN	CCN
Composite Curve Number	38.43	3563.835	92.74

Treatment Volume

(1" over entire basin OR 2.5" over impervious area)

Basin		
Entire Basin X 1" = [38.43 * 1/12] =	3.202	ac-ft
Impervious Area X 2.5" = [30.01 * (2.5/12)] =	6.251	ac-ft
TV (required) =	**6.25**	**ac-ft**
Min. Wier Elevation for req'd TV =	16.09	ft
Design Wier Elevation =	16.15	ft
TV (provided) =	**6.36**	**ac-ft**

Pond Stage / Storage

Stage (ft)	Area (ac)	Volume (ac-ft)
12.0	1.310	0.000
13.0	1.420	1.365
14.0	1.520	2.835
15.0	1.630	4.410
16.0	1.740	6.095
17.0	1.850	7.890
18.0	1.970	9.800
19.0	2.080	11.825
20.0	2.200	13.965

Permanent Pool Volume

Drainage Area =	38.43	Ac
Cr, Rational Coefficient,		
((Imp.Area * 0.9) + (OpenSpace * 0.2)) / (Tot.Site Area) =	0.75	
Wet Season Depth =	32.00	inches
Residence Time (w/ add. 50% in lieu of littoral zone) =	21.00	days
Wet Season Length (June - October) =	153.00	days

PPV = (Drainage area)(Runoff coeff.)(Wet season depth)(Res. time) / (Wet season)(12"/ft)

PPV =	10.50	ac-ft
Background seepage[1] =	0.028	cfs
Additional PPV (Seepage X Residence Time of 21 days) =	1.17	ac-ft
Total Required PPV =	**11.67**	**ac-ft**

PPV - Stage / Storage

Stage	Area (ac)	Volume (ac-ft)
0.0	0.750	0.000
1.0	0.790	0.770
2.0	0.830	1.580
3.0	0.870	2.430
4.0	0.910	3.320
5.0	0.950	4.250
6.0	0.990	5.220
7.0	1.030	6.230
8.0	1.080	7.285
9.0	1.120	8.385
10.0	1.170	9.530
11.0	1.270	10.750
12.0	1.310	12.040

Provided PPV, maintaining 2:1 side slopes =	**12.04**	**Ac-ft**

1 - Background seepage computed by PSI, please see attached exhibit.

Orifice Calculations

RT, Recovery Time (24-30 hrs, per SJRWMD) =	24.00	Hours
TRV, Treatment Recovery Volume (1/2 TV) =	3.13	ac-ft
Q, Flow (TRV / RT) =	1.58	cfs
Background seepage[1] =	0.028	cfs
Total Q =	1.60	cfs
Head Calculations:		
Initial Stage =	12.00	ft
Target Volume [TV_provided - TVR] =	3.24	ac-ft
Stage of Target Volume =	14.26	ft
Average Stage (b/n Wier and Target) =	15.20	ft
H, Avg. Head [Avg.Stage - Init.Stage]	3.20	ft
A, orifice Area Calcs:		
C, for a circular orifice =	0.60	
g, accel. due to gravity =	32.20	ft / s^2
A, orifice Area [Q / (C x sqrt(2 * g * H))] =	0.19	sq.ft
Calculated Orifice Diameter [2 * sqrt(A / pi)] =	5.84	inches
Design Orifice Diameter[2] =	**6.00**	**inches**

1 - Background seepage computed by PSI, please see attached exhibit.

2 - Difference between Design and Calculated orifice due to friction loss in pipes.

GEOTECHNICAL ENGINEERING REPORT

Winter Springs Dentistry
SR 434 & Michael Blake Blvd
Winter Springs, Seminole County, FL 32708

June 18, 2026

Prepared for:

Mr. Stewart Neilson
Design Department Manager
McCree General Contractors and Architects
500 East Princeton Street
Orlando, FL 32803
P: 407.898.4821

NV5

6200 Lee Vista Boulevard, Suite 400
Orlando, Florida 32822

EXECUTIVE SUMMARY

A geotechnical exploration was performed for the project site which is located at the intersection of SR 434 and Michael Blake Boulevard in Winter Springs, Seminole County, FL 32708. The investigation included three Standard Penetration Test (SPT) borings – two (2) within the proposed building footprint and one (1) in the open area, drilled to depths of 25 feet; and three (3) auger borings within the proposed parking and driving areas, advanced to depths of 5 feet.

Based on our field explorations, the site plan provided, and our experience with similar developments, the following summarizes our primary geotechnical recommendations:

- Subsurface conditions encountered during the exploration generally consisted of approximately 0.5 to 1 foot of topsoil underlain by predominantly fine-grained sandy soils, including fine sands (SP), sand with silt (SP-SM), and silty sands (SM). The soils were generally loose to medium dense near the ground surface and became medium dense to dense with depth. Standard Penetration Test (SPT) N-values generally ranged from 8 to 40 blows per foot.

- Groundwater was encountered during drilling at depths ranging from approximately 4.7 to 5.2 feet below existing ground surface. Based on the groundwater levels observed during the exploration and our experience with similar subsurface conditions in the area, the seasonal high groundwater table is estimated to occur at depths of approximately 3 feet below existing grade.
- The subsurface conditions described above are considered suitable to adequately support the proposed building on typical shallow foundations in the form of spread/continuous footings after the site has been properly prepared as recommended herein. Bearing pressures in the order of 2,000 to 3,000 psf are recommended with minimum footing width of 3 feet and minimum embedment depth of 2 feet assuming the 1 foot below the foundation level are compacted to 95% of modified Proctor Density. Foundation design and construction recommendations are presented later in the report

This report should be read in its entirety so that the recommendations presented herein are fully understood and properly implemented in the project geotechnical design.

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3.0 FIELD EXPLORATION 2
4.0 GENERAL POTENTIAL FOR SINKHOLE DEVELOPMENT 2
5.0 SOIL AND GROUNDWATER CONDITONS 3
5.1 SOIL SURVEY 3
5.2 SUBSURFACE CONDITIONS 3
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6.0 CONCLUSIONS AND RECOMMENDATIONS 4
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ATTACHMENTS

Drawing No. 1 Topographic Vicinity Map
Drawing No. 2 USDA Soils Map
Drawing No. 3 Boring Location
Attachment No. 1 Boring Logs
Attachment No. 2 General Notes
Attachment No. 3 GBA advisory regarding geotechnical report

1.0 PROJECT INFORMATION

The project site consists of an approximately 0.5-acre parcel (Parcel ID No. 06-21-31-510-0000-001B) located in Winter Springs, Seminole County, Florida 32708. Proposed improvements include a single-story dental office building, associated parking and drive aisles, and a future expansion area along the northern portion of the site. Based on a review of publicly available aerial imagery and our subsurface exploration, the site is currently undeveloped and generally covered with grass vegetation. **Figure 1** presents the Boring Location Plan, showing the positions of the completed borings performed for this study.

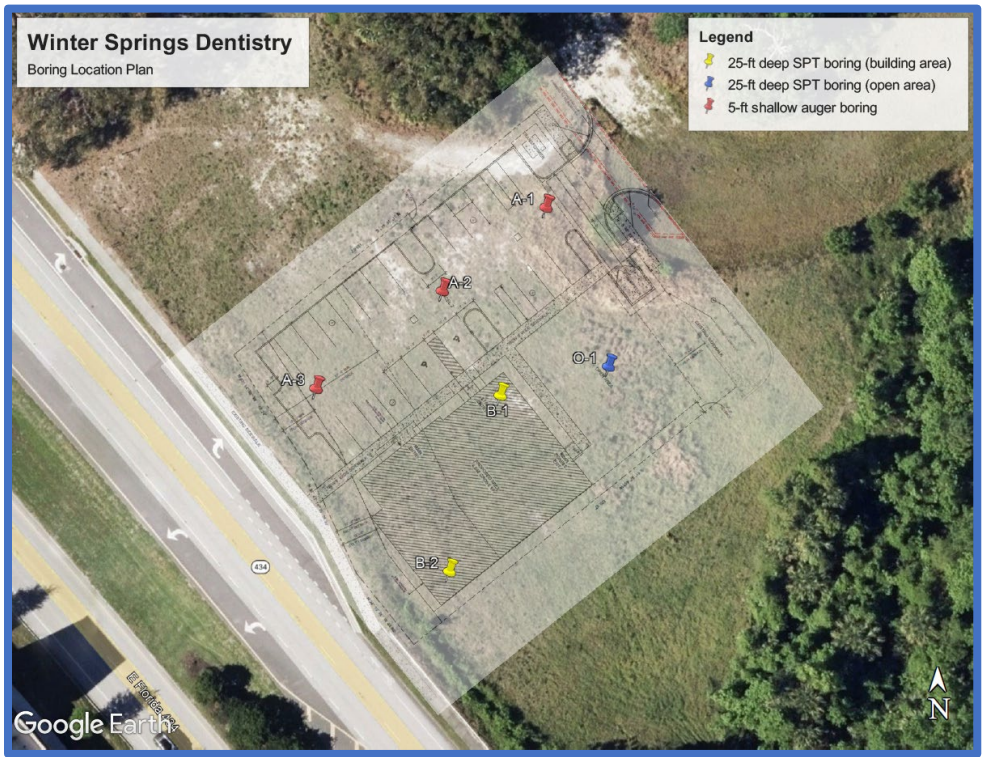


Figure 1 – Boring Location Plan

Should any of the noted information or assumptions made by NV5 be inconsistent with the planned project, we request that you contact us immediately to allow us to make any necessary modifications to this report.

2.0 PURPOSE

The purpose of our services on this project is to explore the site subsurface conditions and to prepare a report with geotechnical engineering recommendations for design and construction of the project. Specifically, the report will include:

- A discussion of the subsurface conditions, including groundwater
- A discussion of the general potential for sinkhole development
- Recommendations for Foundation design and construction

- Recommendations for earthwork including site preparation and grading, fill placement and compaction.
- Recommendations for ground level slabs including slab subgrade preparation.
- Recommendations for pavement design and construction
- Construction considerations including excavation and dewatering.

3.0 FIELD EXPLORATION

NV5 performed the following subsurface exploration program:

General Location	Soil Boring Type	Number of Borings	Boring Depth (feet)
Proposed Building Footprint	Standard Penetration Test (SPT)	2	25
Open Area (Future Use)	Standard Penetration Test (SPT)	1	25
Proposed Parking/Driving Areas	Auger borings	3	5

Borings were performed at the approximate locations shown in **Drawing No. 3**. Boring locations were marked and identified in the field using a GPS unit.

The SPT borings were drilled with a truck-mounted drill rig utilizing the rotary wash method. Samples of the subsurface materials were recovered at two-foot intervals within the upper 10 feet of the boring and at roughly five-foot intervals thereafter using a Standard Penetration Test split-spoon sampler (SPT) in substantial accordance with ASTM D-1586, "Standard Test Method for Standard Penetration Test and Split-Barrel Sampling of Soils." This test procedure drives a 1.4-inch I.D. split-tube sampler into the subsurface profile using a 140-pound hammer falling 30 inches. The number of blows required to drive the sampler the second and third six-inch increments is the SPT N-value, in blows per foot, and is an indication of material strength. Upon completion of the borings, the boreholes were backfilled to the ground surface with soil cuttings.

The soil samples recovered from the borings were classified by a geotechnical engineer. The collected samples were later re-examined to confirm field classifications. Visual soil classifications were made in accordance with ASTM D2487 and ASTM D2488. Condition encountered at each boring location are indicated on the individual boring logs shown in **Attachment No. 1**. Strata contacts shown on these boring logs are approximate. The boring data reflects conditions at the specific test location only, and at the time the borings were drilled.

4.0 GENERAL POTENTIAL FOR SINKHOLE DEVELOPMENT

Sinkhole development occurs in Florida and varies geographically from areas with almost no potential or a very low potential to areas with a high potential where sinkholes occur frequently. The subject property is approximately in Area II on the United States Geological Survey map entitled “Sinkhole Type, Development, and Distribution in Florida”. Area II typically has soil cover between 30 and 200 feet thick that consists mainly of incohesive and permeable sand. Sinkholes are few, shallow, of small diameter and develop gradually. Cover-subsidence sinkholes dominate Area II.

During our limited shallow explorations, we did not encounter traditional signs associated with potential sinkhole development including abnormal downward pore water pressure gradients, obvious raveled zones, surface depressions, etc. However, this evaluation was not planned to specifically address sinkhole potential.

If the sinkhole potential of the site is to be evaluated, additional site-specific data must be obtained. This might include using geophysical methods such as Electrical Resistivity tests and additional geotechnical tests such as Cone Penetrometer Test (CPT) soundings, and/or more/deeper Standard Penetration Test borings. Interpretation of the test data should be done by a professional geologist/engineer familiar with the use of these tests under local conditions. However, it should be noted that even if indicators of sinkhole activity are found, it is impossible to predict if, when or precisely where a sinkhole may occur. If requested, NV5 can assist in assessing the sinkhole potential of the location of the proposed construction.

5.0 SOIL AND GROUNDWATER CONDITONS

5.1 SOIL SURVEY

The USDA Soil Survey of Seminole County, Florida, as shown on **Drawing No. 2**, was reviewed for a general description of the near-surface soil types that may be anticipated at the site. It should be noted that the Soil Survey is not intended as a substitute for site-specific geotechnical exploration; rather it is a useful tool in planning a project scope in that it provides information on soil types likely to be encountered. The major shallow subsurface profile at the project site is represented in the following:

27: Pomello fine sand, 0 to 5 percent slopes: This soil is nearly level to gently sloping and moderately well drained. It is on low ridges and knolls on flatwoods. The slopes range from 0 to 5 percent. Typically, this soil has a surface layer of light gray fine sand about 2 inches thick. The subsurface layer, to a depth of about 31 inches, is white fine sand. The subsoil, to a depth of about 50 inches, is black, dark brown, and brown fine sand. The substratum to a depth of 80 inches is pale brown fine sand. In the mapped areas are soils that are similar to Pomello fine sand, but the upper part of the subsoil is within 30 inches of the surface, is at a depth of more than 50 inches, or the similar soils do not have a subsoil. In most years, this soil has a seasonal high-water table at a depth of 36 to 60 inches for 1 month to 4 months. The permeability is very rapid in the surface and subsurface layers, moderately rapid in the subsoil, and rapid in the substratum.

5.2 SUBSURFACE CONDITIONS

Subsurface conditions encountered during the exploration generally consisted of approximately 0.5 to 1 foot of surficial topsoil underlain by predominantly fine-grained sandy soils. The upper portions of the profile primarily comprised loose to medium dense fine sands (SP) and sand with silt (SP-SM), extending to depths ranging from approximately 8 to 13.5 feet below existing ground surface in Borings B-1 and B-2. In Boring 0-1, sand with silt was encountered beneath the surficial soils and extended to a depth of approximately 13.5 feet below grade, underlain by medium dense to dense silty sand (SM) to a depth of about 23.5 feet and dense fine sand (SP) to the boring termination depth.

Standard Penetration Test (SPT) N-values obtained within the sandy strata generally ranged from approximately 8 to 40 blows per foot, indicating loose to dense relative densities, with the soils generally becoming denser with depth. An organic content test performed on a representative sample

obtained from Boring O-1 yielded an organic content of approximately 7 percent, suggesting the presence of a localized interval of slightly organic sandy soils. **Typically soils with greater than 5 percent organic content or individual tests greater than 7 percent organic content would be removed. This exploration was not performed to determine the vertical and lateral extent of organic rich material across the site. Additional explorations under NV5's observation should be performed to identify the vertical and lateral extent and range of organic content of this material prior to construction**.

Conditions encountered at each boring location are indicated on the individual boring logs shown in **Attachment No. 1** of Attachments. Stratification boundaries on the boring logs represent the approximate location of changes in native soil types; in situ, the transition between materials may be gradual.

5.3 GROUNDWATER

Groundwater was encountered in the SPT borings at depths ranging from approximately 4.7 to 5.2 feet below existing ground surface during drilling. Groundwater was not encountered in the hand auger borings advanced to 5 feet below grade during drilling or after approximately 2 hours. These levels fluctuate naturally in response to rainfall and may rise for short periods following storm events.

Based on the groundwater levels observed during drilling, soil color changes, and USDA Soil Survey data, the estimated seasonal high groundwater table is anticipated to be approximately 3 feet below existing ground surface.

This estimate reflects typical annual fluctuations and common perched conditions above less permeable layers in this area, but it does not account for temporary spikes immediately after major storms.

6.0 CONCLUSIONS AND RECOMMENDATIONS

The following conclusions and recommendations are based on the project characteristics previously described, the data obtained from our field explorations, and our experience with similar subsurface conditions and project types. If subsurface conditions different from those disclosed by the borings are encountered during construction, we should be notified immediately so that we might review and modify our recommendations as appropriate.

6.1 SHALLOW FOUNDATIONS

We understand that you propose to support the structure on a monolithic slab foundation. Assuming the site is prepared as recommended in Earthwork section of this report, the following is our recommendations for a monolithic slab foundation, bearing on native soil or newly placed fill extending to native soil. Design recommendations for shallow foundations for the proposed buildings are presented below:

- For monolithic slab foundation: we recommend using a net allowable bearing pressure of 2,000 psf to size the edge beams of the monolithic slab foundation. The edge beams should be embedded to a minimum of 18 inches below lowest adjacent grades and should be at least 12 inches wide.

- Total settlement of recommended shallow foundations is expected to be less than 1 inch. Differential settlement is expected to be less than less than ½ inch over 40 feet for monolithic slab foundation.

- Footing subgrade soils should be approved by the geotechnical engineer or his representative prior to placement of concrete and steel. As a minimum acceptance criterion, the footing subgrade soils should be compacted to a minimum density of 95% of the soils modified Proctor maximum dry density to a depth of 12 inches under foundation level.

- A minimum of one field density to a minimum depth of 1 foot below the footing subgrade per 50 linear feet for monolithic slab foundations should be performed.

- The base of all foundation excavations should be free of water and loose soil prior to placing concrete. Concrete should be placed soon after excavating to reduce bearing soil disturbance. Should the soils at bearing level become excessively dry, disturbed, or saturated, the affected soil should be moisture conditioned and re-compacted or removed prior to placing concrete. Place a lean concrete mud-mat over the bearing soils if the excavations must remain open over night or for an extended period. It is recommended that the geotechnical engineer be retained to observe and test the soil foundation bearing materials.

- NV5 anticipates hand-operated compaction equipment will be utilized, as necessary, in footing cuts, following any mass grading. If unsuitable bearing soils are encountered in footing excavations, the excavation should be extended deeper to suitable soils and the footing could bear directly on these soils at the lower level or on suitable backfill placed in the excavations. Over-excavation for compacted backfill placement below footings should extend laterally beyond all edges of the footings. The over-excavation should then be backfilled up to the footing base elevation per the preceding general earthwork specifications, using hand operated compaction equipment in footing cuts.

6.2 GROUND FLOOR SLABS

Ground floor slabs may be supported on grade or engineered fill. Slab subgrades should be properly prepared as recommended above under Site Preparation and Grading and Drainage. Slabs on grade may be designed using a modulus of subgrade reaction of 100 pounds per cubic inch (pci). Slabs should be reinforced for the loads that they will sustain, and construction joints should be provided at frequent intervals.

Slabs in contact with soil are subject to movement of moisture from the soil upward through the slab. To prevent such moisture vapor transmission, a moisture barrier should be placed on the slab subgrade and should be protected from damage during construction. Construction joints should be provided with water stops in any permanently submerged areas.

6.3 EARTHWORK

6.3.1 Site Preparation

NV5 recommends additional boring be performed in an around boring O-1 to determine if over-excavation and replacement is warranted. If the organic material is an isolated occurrence and organic contents do not exceed the average of greater than 5% organic content over-excavation and replacement may not be warranted. However, if average organic contents exceeding 5% organic content are encountered, these materials should be removed and replaced with clean sand fill to prevent foundation displacement over the life of the structure. NV5 recommends beginning with a 5 foot grid pattern from boring O-1 to further evaluate the presence of organic-rich material. If over-excavation is required, dewatering will likely be required. Backfill should consist of clean sands placed in a minimum of 12-inch lifts compacted to 95% modified Proctor maximum dry density.

Prior to placing any fill, the organics/muck (exceeding 5 percent organic content or one test exceeding 7 & organic content), topsoil, and any otherwise unsuitable material should be removed from the construction area. Over-excavation of organic material should extend from a 1 horizontal to 1 vertical projection from the bottom edge of the foundations.

Geotechnical site preparation for construction should consist of removal of all existing structures, foundations, pavements, underground utilities, landscape, and other deleterious materials within proposed building and pavement footprints. Any voids created by the removal of these deleterious materials should be properly backfilled as described in the paragraphs below.

After preparation as described above, areas for structures that will have slabs on grade or pavements should be proof rolled with a heavy roller (with vibrator turned off) or loaded truck. The proof rolling should be observed by the geotechnical engineer to identify and mitigate any weak subgrade conditions evidenced by yielding or rutting at the wheels of the roller or truck.

The site preparation recommended above should include the planned structure and pavement footprints plus a five-foot perimeter.

6.3.2 Fill Material and compaction requirements

In general, fill soils should consist of inorganic, non-plastic sand having less than 12 percent material passing the No. 200 sieve. Fill soils placed within the upper 12 inches of the subgrade of building grade slabs on grade should consist of either sand with less than 10 percent passing the number 200 sieve. Based on our boring data most of the near-surface sand should satisfy the fill criteria but might require localized sorting and moisture-conditioning prior to re-use. In any event, representative samples of the fill soils should be collected for classification and compaction testing. The maximum dry density, optimum moisture content, gradation, and plasticity should be determined. These tests are needed for quality control of the compacted fill.

Fill soils should be placed with loose lift thicknesses of not more than 12 inches, moisture-conditioned to within two (2) percent of the optimum moisture content based on ASTM D-1557 and compacted to a minimum of 95 percent relative compaction. One test should be performed for each 2,500 square feet of fill area per lift of fill soils. If during the compaction process fill shows evidence of yielding under the weight of the roller, it should be scarified and re-compacted or removed and replaced with fill described above. The vibrations produced by the operation of the compactor should be monitored for potential adverse effect on adjacent existing structures, pavements, and utilities. If nearby

structures will be affected by the vibration of the compactor, the compaction procedure may require modification as approved by the geotechnical engineer.

6.3.3 Grading and Drainage

Final surrounding grades should be sloped away from the structure on all sides to prevent ponding of water. Roof drainage should discharge to the stormwater system or a minimum of 10 feet beyond the footprint of the proposed structures where there are pervious surfaces. Site grades should be set considering the estimated seasonal high groundwater.

6.3.4 Earthwork Construction Consideration

Construction traffic over the completed subgrade should be avoided to the extent practical. The site should also be graded to prevent ponding of surface water on the prepared subgrades or in excavations. If the subgrade should become desiccated, saturated, or disturbed, the affected material should be removed or these materials should be scarified, moisture conditioned, and re-compacted prior to floor slab and pavement construction.

Installation of landscape drains should be considered around the back sides of curbs to collect and control landscape irrigation and other water entering through landscaping from entering the sides of the pavement sections, reducing the potential for water-related damage. Landscape drains should be routed to the stormwater collection or other positive outfall, away from the pavement.

NV5 should be retained during the construction phase of the project to observe earthwork and to perform necessary tests and observations during subgrade preparation; proof-rolling; placement and compaction of controlled compacted fills; backfilling of excavations into the completed subgrade, and just prior to construction of building floor slabs.

6.4 EXCAVATION AND DEWATERING

Groundwater levels were encountered in the drilled boreholes at depths from 4.7 to 5.2 below the existing grade. While groundwater is not expected to have a significant impact on shallow foundation excavations, some utility excavations may require dewatering to facilitate installation depending on the utility invert elevations and the time of year of construction. Localized dewatering, if required, may be achieved with pumps and sumps. Dewatering for deeper excavations including installation of utility systems and appurtenances for storm drains and sewer lines might require well points around those excavations. All dewatering and subsequent effluent discharge should meet the requirements of the local jurisdictional agencies. During dewatering the adjacent properties must be monitored for adverse impacts from dewatering drawdown. The dewatering subcontractor should submit a proposed design for dewatering operations to the owner for review and approval prior to commencing work.

Shallow excavations into the near-surface materials will likely stand vertical for short periods of time only. The excavation sides will unravel over time as they are exposed to weather and construction traffic. Deeper excavations, especially those that extend below the groundwater table, as well as excavations that will remain open for longer periods of time will require support in the form of temporary shoring or sliding trench boxes to prevent instability of excavation walls and to protect workers from injury. All excavations should comply with Occupational Safety and Health Administration (OSHA) design and safety requirements. Shoring designs should be signed and sealed by a Florida-licensed professional engineer and should be provided for the Owner's review.

6.5 PAVEMENT

The near-surface soil conditions encountered native sandy soils. These soils are suitable as subgrade for conventional pavement sections. The groundwater table was encountered at depths of 4.7 to 5.2 feet bls at the time of our exploration. The seasonal high groundwater table is anticipated to be approximately 3 feet bls. Traffic loads have not been provided yet, but are expected to consist primarily of passenger cars, light pick-up trucks, and occasional large trash collection trucks.

Due to the shallow seasonal groundwater table, we recommend a minimum of either 12 to 24 inches of separation (depending upon the pavement section design) be present between the bottom of the base course and the estimated seasonal high groundwater table. If this separation cannot be achieved by site grading, NV5 recommends underdrains be used beneath the base course.

- Stabilized Subgrade

If a crushed limerock or recycled concrete base is used, we recommend a stabilized subgrade be located beneath the base. The stabilized subgrade should have a minimum limerock Bearing Ratio (LBR) of 40, with minimum thicknesses of 6 inches for automobile parking areas and 12 inches for driveways.

The stabilized subgrade can be imported material or a mixture of imported and on-site material. If a mix is proposed, a mix design should be performed to determine the optimum mix proportions. The stabilized subgrade should be compacted to a minimum of 98 percent of the Modified Proctor maximum dry density (ASTM D1557) for soils with less than 15 percent fines content. Soils with 15 percent or greater fines content should be compacted to 100 percent of the Standard Proctor maximum dry density (ASTM D698).

- Base Course

The base course can consist of either crushed limerock, soil cement, or recycled concrete. If you should use a soil cement base course, a stabilized subgrade is not required.

Limerock should have a LBR of at least 100, be obtained from a FDOT approved source and meet FDOT gradation requirements. The base course thickness should be a minimum of 6 inches in automobile parking areas, and 8 inches in driveway areas. The base course should be compacted to at least 98 percent of the Modified Proctor maximum dry density (ASTM D1557). We recommend a minimum 24 inches separation between the bottom of the limerock base course and the estimated seasonal high-water table. If site grading does not allow for this separation, we recommend underdrains be considered.

Soil cement can consist of an imported material or a blend of the on-site soils and cement. A mix design should be performed to determine the optimum cement content. We recommend the soil cement have a minimum 28-day compressive strength of 500 psi. Soil cement can be blended off-site (in a pug mill) or on site. Soil cement pills should be cast from each day's production to verify the recommended compressive strength has been achieved at 28 days. We recommend the soil cement base course be a minimum of 8 inches thick throughout the project. We recommend a minimum 18 inches separation between the bottom of the soil cement base course and the estimated seasonal high-water table. If site grading does not allow for this separation, we recommend underdrains be considered.

Recycled concrete should have a LBR of at least 150, be obtained from a FDOT approved source and meet FDOT gradation requirements. The base course thickness should be a minimum of 8 inches. The base course should be compacted to at least 98 percent of the Modified Proctor maximum dry density (ASTM D1557). We recommend a minimum 12 inches separation between the bottom of the recycled concrete base course and the estimated seasonal high-water table. If site grading does not allow for this separation, we recommend underdrains be considered.

- Wearing Surface

The asphalt-wearing surface should consist of an FDOT Type SP Hot Mix Asphalt mixture. For automobile parking areas, the thickness should be a minimum of 1.5 inches. For driveway areas, the thickness should be a minimum of 2 inches. The asphalt-wearing surface should consist of an SP-12.5 mix. The asphalt should be compacted to at least 95 percent of the mix design density.

The constructability of differing asphalt thicknesses may be difficult, and having a uniform 2-inch thick asphalt wearing surface may be more practical.

6.6 RIGID PAVEMENT

Concrete pavement is a rigid pavement that results in smaller load transfers to the subgrade soils than flexible pavement. For concrete pavement subgrade, we recommend using the existing surficial sands or recommended clean sand (SP) fill, compacted to at least 98 percent of the Modified Proctor maximum dry density without additional stabilization with the following stipulations:

- Subgrade soils must be compacted to at least 98 percent of Modified Proctor maximum dry density to a depth of at least 2 feet prior to placement of concrete.
- The surface of the subgrade soils must be smooth and any disturbances or wheel rutting corrected prior to placement of the concrete.
- The subgrade soils must be moistened prior to placement of concrete.
- Concrete pavement thickness should be uniform throughout, with the exception of thickened edges (curb or footing).
- The bottom of the pavement should be separated from the estimated seasonal high groundwater level by at least 18 inches.
- Limerock or any other impermeable base is not suitable unless it meets the minimum recommended permeability of 10 feet/day.
- The upper 12 inches of subgrade underlying the base course must also be “free-draining” and water that enters the base and subgrade must be allowed to seep out by gravity or if this is not possible, underdrains must be incorporated into the subgrade. A “bathtub” condition within the base/subgrade must be avoided.

Our recommendations for slab thickness for both light-duty and heavy-duty concrete pavements is based on a.) subgrade soils are compacted to 98 percent of the Modified Proctor maximum dry density, b.) modulus of subgrade reaction (k) of 150 pounds per cubic inch, c.) a 20-year design life, and d.) previously stated design parameters. For an anticipated light-duty traffic group, a minimum pavement thickness of 5.5 inches is recommended, using Table 2.4 from the ACI 330 Guide for Design and Construction of Concrete Parking Lots, ACI 330R-01. For an anticipated heavy-duty traffic group, a minimum pavement thickness of 8 inches is recommended, using Table 3.4 from the FDOT Rigid Pavement Design Manual, January 2019.

We recommend using concrete with a minimum 28-day compressive strength of 4,000 pounds per square inch and a minimum 28-day flexural strength (modulus of rupture) of at least 600 pounds per square inch based on the third point loading of concrete beam test samples. Minimum control joint spacing of 15 by 15 feet is suggested. Lay-out of sawcut control joints should form square panels, and the depth of sawcut joint should be at least 1/4 of the concrete slab thickness (a minimum 2-inch sawcut control joint depth for the recommended 8-inch slab thickness). The joints should be sawed within six hours of concrete placement or as soon as the concrete has developed sufficient strength to support workers and equipment.

For further details on concrete pavement construction, refer to "Guide to Jointing Non-reinforced Concrete Pavements" published by the Florida Concrete and Products As-sociates, Inc. and "Building Quality Concrete Parking Areas", published by the Portland Cement Association.

7.0 LIMITATIONS

This report has been prepared for the exclusive use of the Owner and other members of the design/construction team for the specific projects discussed in this report. This report has been prepared in accordance with generally accepted local geotechnical engineering practices; no other warranty is expressed or implied.

We recommend that NV5 be retained to provide consultation to the ownership and design team during the design development phase of the project to review final foundation specification and review foundation design drawings, and to ensure that its recommendations have been correctly interpreted and implemented. Furthermore, NV5 should be retained to provide inspections during geotechnical construction. If the client does not provide NV5 with the opportunity to participate in the installation of the foundation, as is recommended in this report, then the client acknowledges and agrees that NV5 has no responsibility for the interpretation of the recommendations made in this report or for the performance of the foundation.

The evaluation and recommendations submitted in this report are based in part upon the data collected from the field exploration. The nature or extent of variations throughout the subsurface profile may not become evident until the time of construction. If variations then appear evident, it may be necessary to evaluate our recommendations as provided in this report. In the event changes are made in the nature, design or locations of the proposed project construction, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed, and conclusions modified or verified in writing by NV5.

8.0 CLOSURE

We appreciate the opportunity to provide geotechnical engineering services on this project. If you have any questions concerning the contents of this report, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

NV5, Inc.



This item has been digitally sealed by Jason E. Gowland on the date adjacent to the seal.

Jason Gowland

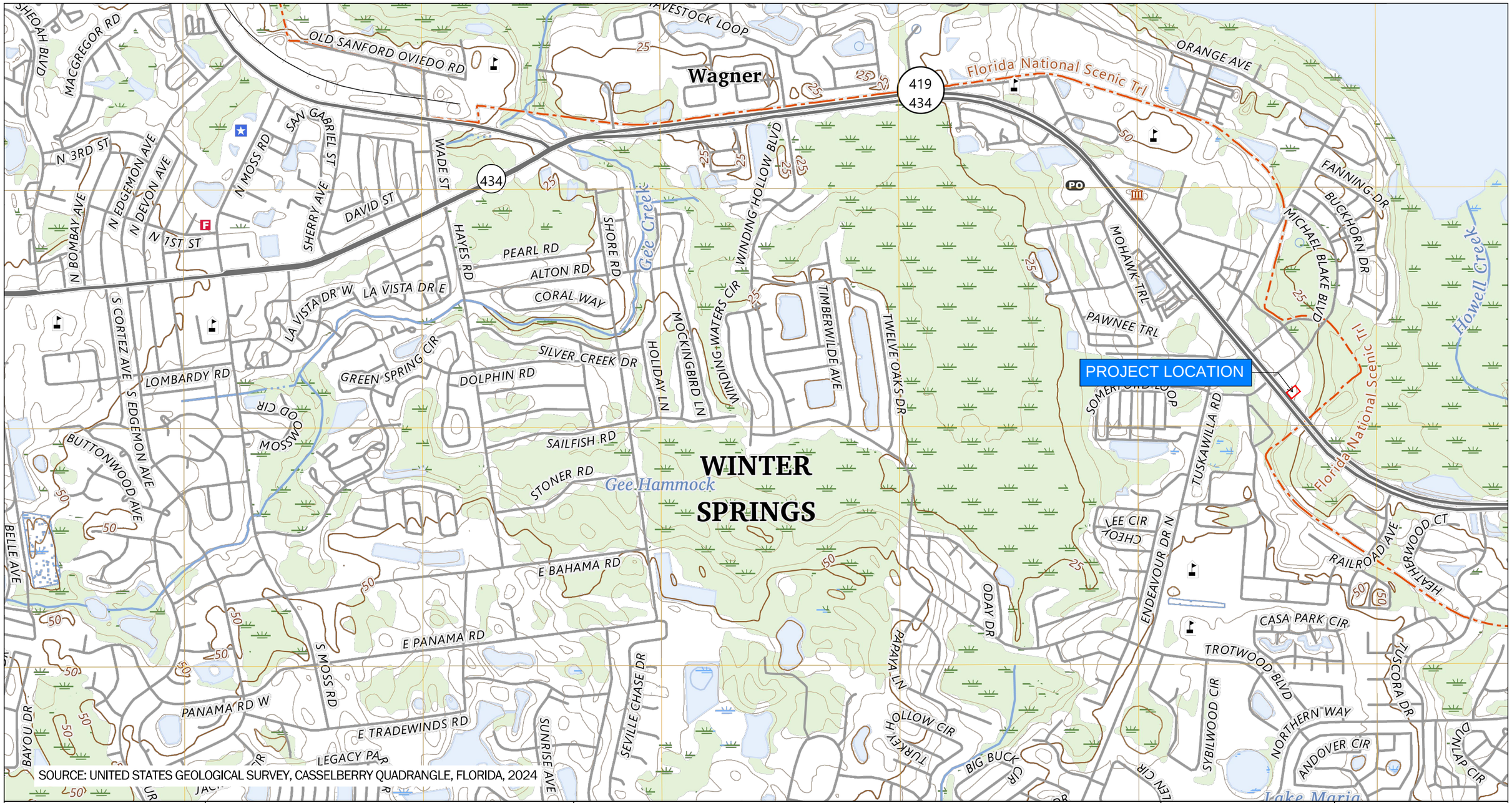
Digitally signed by Jason Gowland
DN: C=US, E=Jason.Gowland@NV5.com, O=NV5, OU=Geotechnical, CN=Jason Gowland
Date: 2026.06.18 13:23:51-04'00'

Signature must be verified on any electronic copies.

Abhay Wakankar
Project Manager

Jason E. Gowland, P.E.
Regional Director of Geotechnical Engineering and Testing
Florida License No. 66467

ATTACHMENTS



SOURCE: UNITED STATES GEOLOGICAL SURVEY, CASSELBERRY QUADRANGLE, FLORIDA, 2024

N|V|5

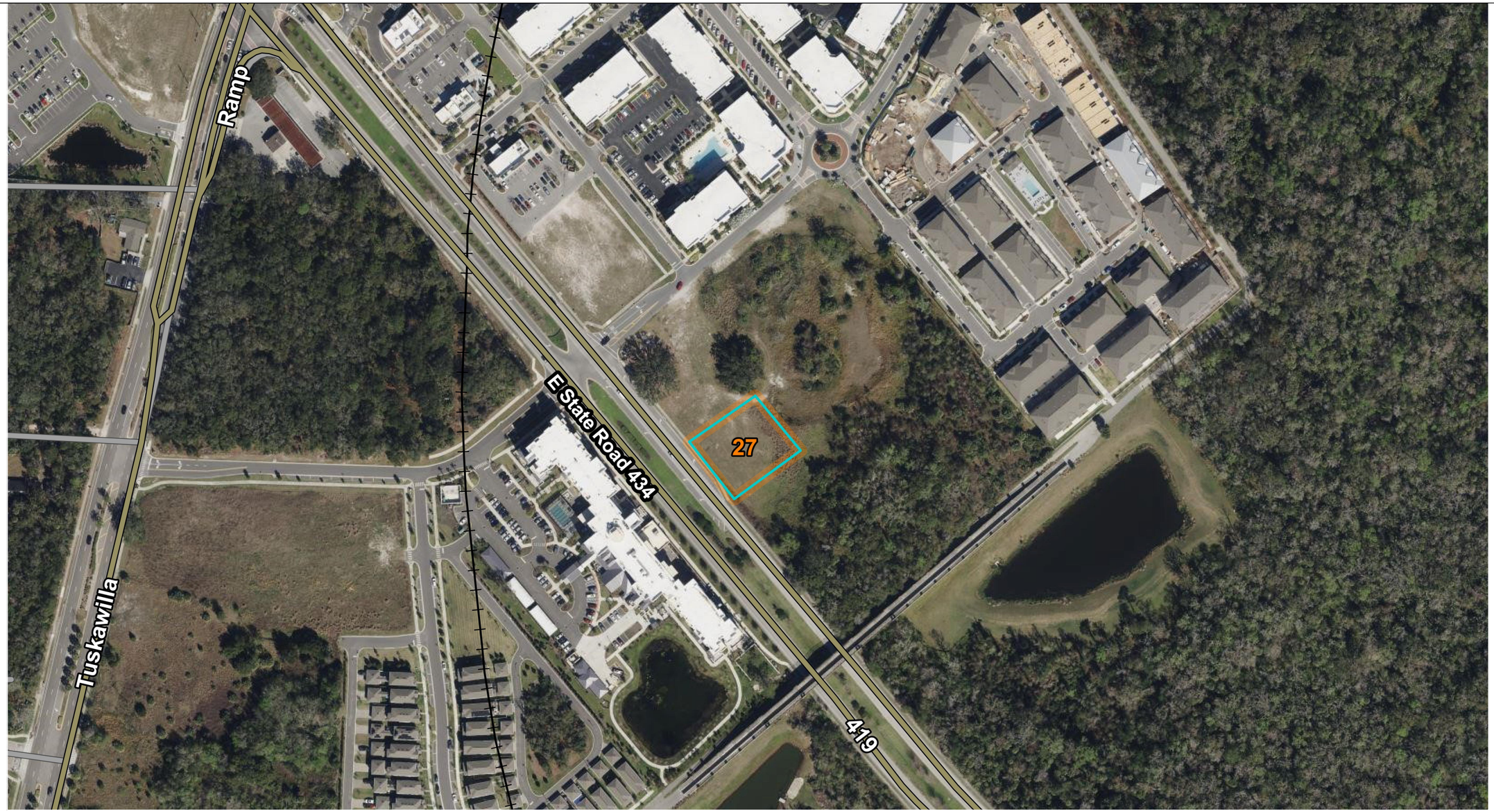
PROJECT NO.: 1510726-0385000.00
DRAWN BY: AW
APPROVED BY: JEG
DATE: 6/10/26

TOPOGRAPHIC VICINITY MAP

NORTH
0 1300
SCALE: 1" = 1300' APPROX.

DRAWING NO.

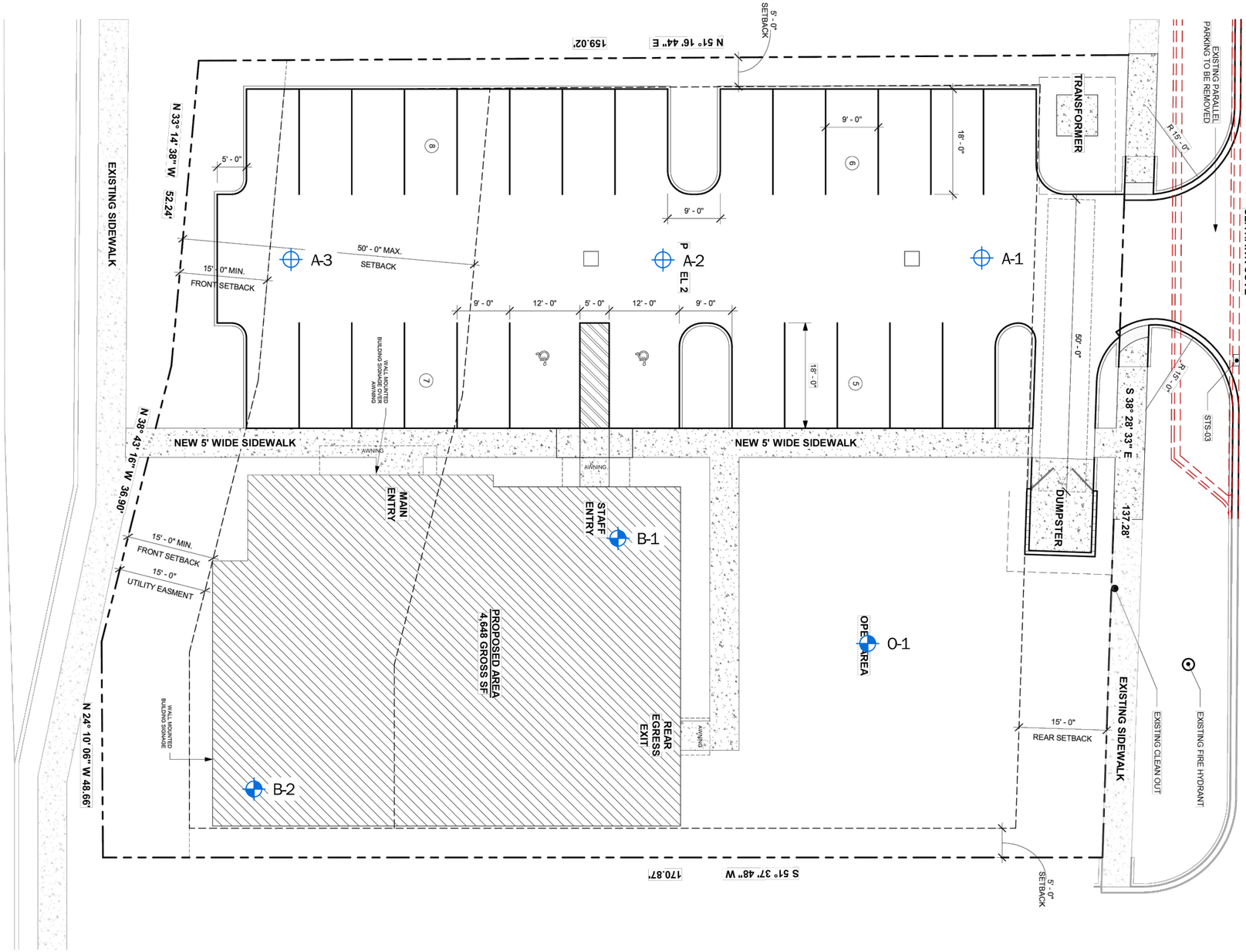
1



SOIL MAP INDEX - U.S.D.A. SOIL SURVEY SEMINOLE COUNTY, FLORIDA

27. POMELLO FINE SAND, 0 TO 5 PERCENT SLOPES

N|V|5	PROJECT NO.: 1510726-0385000.00 DRAWN BY: AW APPROVED BY: JEG DATE: 6/10/26	U.S.D.A. SOIL MAP	NORTH 0 200 SCALE: 1" = 200' APPROX.	DRAWING NO. 2



LEGEND:

- AUGER BORING
- SPT BORING

N|V|5	PROJECT NO.: 1510726-0385000.00 DRAWN BY: AW APPROVED BY: JEG DATE: 6/10/26	SITE PLAN SHOWING APPROXIMATE LOCATIONS OF FIELD TESTS	NORTH 0 20 SCALE: 1" = 20' APPROX.	DRAWING NO. 3

Attachment No. 1

Borings Logs

6200 Lee Vista Boulevard, Suite 400
Orlando, Florida 32822
Telephone: (407) 275-5120
NV5 BEYOND ENGINEERING

Date	Project Number	Project	Boring No.
Started: 6/3/2026 Completed: 6/3/2026	1510726-0385000.00	Winter Springs Dentistry	A-1

Hammer Type: HA	Drilling Method: AUGER	Logged By: A.W.	Reviewed By: J.E.G.
Latitude: 28.694473°	Longitude: -81.259418°	Surface Elevation:	

Location: See Drawing 3

Groundwater:

Depth (ft)	Hour	Date
	NE: While drilling	6/3/2026
	NE: After drilling (2 hr)	6/3/2026

Estimated Seasonal High: 3 ft

Sample Type
G - Bulk / Grab Sample
SPT - 2" O.D. 1.4" I.D. Tube Sample
MC - 3 " O.D. 2.4" I.D. Ring Sample
NR - No Recovery
* - Uncorrected Blow Counts

Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Visual Classification
▽	0			Aug- 1					SP	SAND (SP), dark brown, fine grained Dark brown and gray at 1.5 feet Very light gray at 2.0 feet
	5									5.0'

Notes:
Boring terminated at depth of (5.0').

Boring latitude and longitude were approximated, not surveyed.
Borehole backfilled with soil cuttings.

6200 Lee Vista Boulevard, Suite 400
Orlando, Florida 32822
Telephone: (407) 275-5120
NV5 BEYOND ENGINEERING

Date	Project Number	Project	Boring No.
Started: 6/3/2026 Completed: 6/3/2026	1510726-0385000.00	Winter Springs Dentistry	A-2

Hammer Type: HA	Drilling Method: AUGER	Logged By: A.W.	Reviewed By: J.E.G.
Latitude: 28.694378°	Longitude: -81.259551°	Surface Elevation:	

Location: See Drawing 3

Groundwater:

Depth (ft)	Hour	Date
	NE: While drilling	6/3/2026
	NE: After drilling (2 hr)	6/3/2026

Estimated Seasonal High: 3 ft

Sample Type
G - Bulk / Grab Sample
SPT - 2" O.D. 1.4" I.D. Tube Sample
MC - 3 " O.D. 2.4" I.D. Ring Sample
NR - No Recovery
* - Uncorrected Blow Counts

Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Visual Classification
▽	0			Aug- 1		9	2		SP	SAND (SP), dark brown, fine grained Very light gray at 1.3 feet
	5									5.0' Light brown at 4.8 feet

Notes:
Boring terminated at depth of (5.0').

Boring latitude and longitude were approximated, not surveyed.
Borehole backfilled with soil cuttings.

6200 Lee Vista Boulevard, Suite 400
Orlando, Florida 32822
Telephone: (407) 275-5120
NV5 BEYOND ENGINEERING

Date	Project Number	Project	Boring No.
Started: 6/3/2026 Completed: 6/3/2026	1510726-0385000.00	Winter Springs Dentistry	A-3

Hammer Type: HA	Drilling Method: AUGER	Logged By: A.W.	Reviewed By: J.E.G.
Latitude: 28.694269°	Longitude: -81.259712°	Surface Elevation:	

Location: See Drawing 3

Groundwater:

Depth (ft)	Hour	Date
	NE: While drilling	6/3/2026
	NE: After drilling (2 hr)	6/3/2026

Estimated Seasonal High: 3 ft

Sample Type
G - Bulk / Grab Sample
SPT - 2" O.D. 1.4" I.D. Tube Sample
MC - 3 " O.D. 2.4" I.D. Ring Sample
NR - No Recovery
* - Uncorrected Blow Counts

Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Visual Classification
▽	0			Aug- 1		3	2		SP	SAND (SP), very light gray, fine grained
	5									5.0' Brown at 5.0 feet

Notes:
Boring terminated at depth of (5.0').

Boring latitude and longitude were approximated, not surveyed.
Borehole backfilled with soil cuttings.

6200 Lee Vista Boulevard, Suite 400
Orlando, Florida 32822
Telephone: (407) 275-5120
NV5 BEYOND ENGINEERING

Date	Project Number	Project	Boring No.
Started: 6/3/2026 Completed: 6/3/2026	1510726-0385000.00	Winter Springs Dentistry	B-1

Hammer Type: Auto	Drilling Method: SPT	Logged By: A.W.	Reviewed By: J.E.G.
Latitude: 28.694261°	Longitude: -81.259477°	Surface Elevation:	

Location: See Drawing 3

Groundwater:

Depth (ft)	Hour	Date
4.9	While drilling	6/3/2026

Estimated Seasonal High: 3 ft

Sample Type
G - Bulk / Grab Sample
SPT - 2" O.D. 1.4" I.D. Tube Sample
MC - 3 " O.D. 2.4" I.D. Ring Sample
NR - No Recovery
* - Uncorrected Blow Counts

Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Visual Classification
	0								SP	0.5' SAND (SP), dark brown, fine grained - **TOPSOIL**
				Aug- 1						SAND (SP), very light gray, loose, fine grained
▽				Aug- 2						
									SP	
▼	5			SPT- 3	4-4-4-4 N=8					
				SPT- 4	5-5-6-6 N=11					Light brown, medium dense at 7.0 feet
										8.0'
				SPT- 5	6-6-6-6 N=12	20	11			SAND WITH SILT (SP-SM), dark brown, medium dense, with roots
	10								SP-SM	
										13.5'
				SPT- 6	11-11-11 N=22					SILTY SAND (SM), brown, medium dense, fine grained
	15									
									SM	
				SPT- 7	6-7-6 N=13					Tan at 18.5 feet
	20									
										23.5'
				SPT- 8	8-11-10 N=21				SP	SAND (SP), brown, medium dense, fine grained
	25									25.0'

Notes:
Boring terminated at depth of (25.0').

Boring latitude and longitude were approximated, not surveyed.
Borehole backfilled with soil cuttings.

6200 Lee Vista Boulevard, Suite 400
Orlando, Florida 32822
Telephone: (407) 275-5120
NV5 BEYOND ENGINEERING

Date	Project Number	Project	Boring No.
Started: 6/3/2026 Completed: 6/3/2026	1510726-0385000.00	Winter Springs Dentistry	B-2

Hammer Type: Auto	Drilling Method: SPT	Logged By: A.W.	Reviewed By: J.E.G.
Latitude: 28.694063°	Longitude: -81.259542°	Surface Elevation:	

Location: See Drawing 3

Groundwater:

Sample Type	Depth (ft)	Hour	Date
G - Bulk / Grab Sample SPT - 2" O.D. 1.4" I.D. Tube Sample MC - 3 " O.D. 2.4" I.D. Ring Sample NR - No Recovery * - Uncorrected Blow Counts	5.2	While drilling	6/3/2026

Estimated Seasonal High: 3 ft

Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Visual Classification
	0			Aug- 1					SP	SAND (SP), dark brown, fine grained - **TOPSOIL**
										1.0'
				Aug- 2		3	2			SAND (SP), dark brown, medium dense, fine grained
▽										Very light gray at 1.5 feet
▼	5			SPT- 3	6-6-6-6 N=12					
				SPT- 4	6-6-6-6 N=12				SP	Dark brown at 7.0 feet
				SPT- 5	5-5-6-6 N=11					
	10									
										13.5'
				SPT- 6	8-10-11 N=21					SAND WITH SILT (SP-SM), light brown, medium dense, fine grained
	15									
				SPT- 7	8-8-8 N=16	23	10		SP-SM	Light gray and tan at 18.5 feet
	20									
				SPT- 8	8-8-8 N=16					Tan at 23.5 feet
										25.0'
	25									

Notes:
Boring terminated at depth of (25.0').

Boring latitude and longitude were approximated, not surveyed.
Borehole backfilled with soil cuttings.

6200 Lee Vista Boulevard, Suite 400
Orlando, Florida 32822
Telephone: (407) 275-5120
NV5 BEYOND ENGINEERING

Date	Project Number	Project	Boring No.
Started: 6/3/2026 Completed: 6/3/2026	1510726-0385000.00	Winter Springs Dentistry	O-1

Hammer Type: Auto	Drilling Method: SPT	Logged By: A.W.	Reviewed By: J.E.G.
Latitude: 28.694293°	Longitude: -81.259338°	Surface Elevation:	

Location: See Drawing 3

Groundwater:

Depth (ft)	Hour	Date
4.7	While drilling	6/3/2026

Estimated Seasonal High: 3 ft

Sample Type
G - Bulk / Grab Sample
SPT - 2" O.D. 1.4" I.D. Tube Sample
MC - 3 " O.D. 2.4" I.D. Ring Sample
NR - No Recovery
* - Uncorrected Blow Counts

Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Visual Classification
	0								SP	SAND (SP), dark brown, fine grained - **TOPSOIL**
				Aug- 1						1.0'
				Aug- 2						SAND WITH SILT (SP-SM), dark brown, loose, fine grained
▼										Very light gray at 1.5 feet
	5			SPT- 3	4-4-5-6 N=9					
				SPT- 4	6-6-7-8 N=13	25	9	OC= 7	SP-SM	Medium dense at 6.0 feet
				SPT- 5	10-13-16-21 N=29					Dark brown at 8.0 feet
	10									13.5'
				SPT- 6	11-16-21 N=37	21	14		SM	SILTY SAND (SM), light gray and blue, dense, fine grained
	15									18.5'
				SPT- 7	11-12-12 N=24				SM	SILTY SAND (SM), light gray and blue, medium dense, fine grained
	20									23.5'
				SPT- 8	12-18-22 N=40				SP	SAND (SP), brown, dense, fine grained
	25									25.0'

Notes:
Boring terminated at depth of (25.0').

Boring latitude and longitude were approximated, not surveyed.
Borehole backfilled with soil cuttings.

Attachment No. 2

General Notes

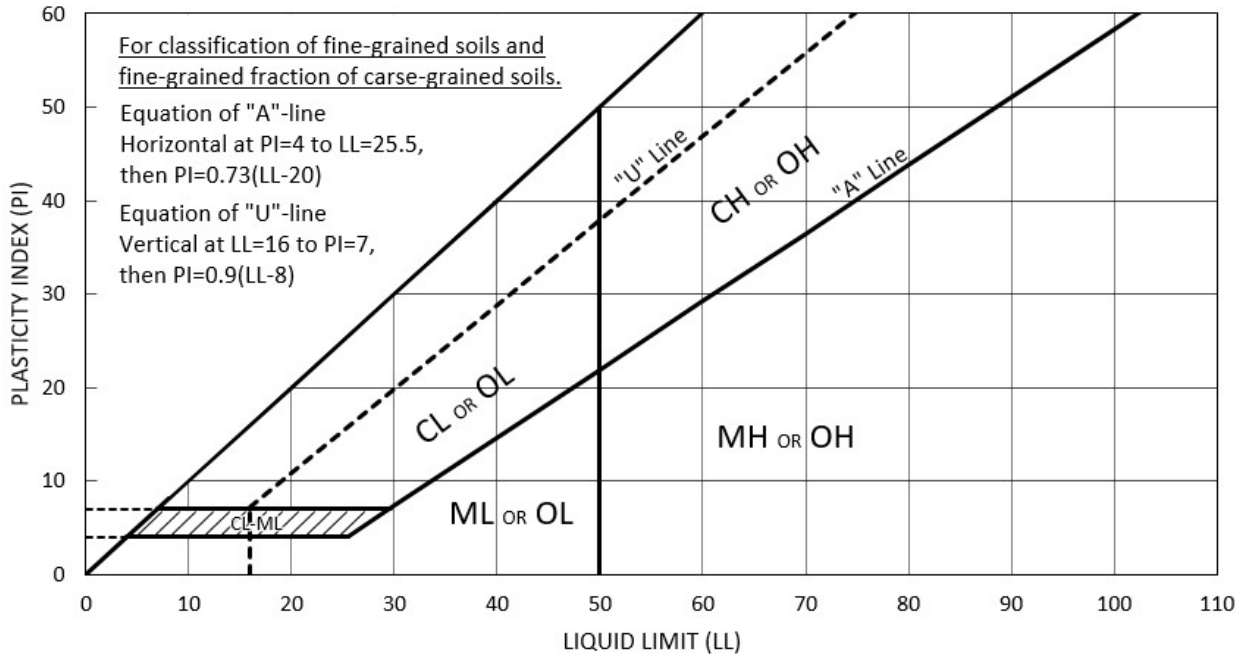
GENERAL NOTES
Standard Penetration Test (SPT)

Evaluation of the apparent density of coarse-grained soil (more than 50% retained on No. 200 sieve)		Evaluation of the consistency of fine-grained soils (50% or more passed the No. 200 sieve)	
N_{60}	Apparent Density	N_{60}	Consistency
0 - 4	Very loose	<2	Very soft
>4 - 10	Loose	2 - 4	Soft
>10 - 30	Medium dense	4 - 8	Medium stiff
>30 - 50	Dense	8 - 15	Stiff
>50	Very dense	15 - 30	Very stiff
		>30	Hard

Grain size terminology	
Major components of sample	Particle size
Boulders	Over 12 inch (300mm)
Cobbles	12 inch to 3 inch (300mm to75 mm)
Gravel	3inch to #4 sieve (75mm to 4.75mm)
Sand	#4 to #200 sieve3 (4.75mm to 0.075mm)
Silt or clay	Passing #200 sieve (0.075mm)

Plasticity description	
Plasticity Range	Adjective
0	Nonplastic
1-10	Low plasticity
>10-20	Medium plasticity
>20-40	High plasticity
>40	Very plastic

Plasticity Chart for Unified Soil Classification System (ASTM D2487)



References

Samtani, N.C., Nowatzki, E.A., (2006). "NHI Couse No. 132012, Soils and Foundations, Reference Manual – Volume I, Report No. FHWA-NHI-06-088," Federal Highway Administration, U.S. Department of Transportation.

Attachment No. 3

GBA Advisory regarding Geotechnical Report

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, you can benefit from a lowered exposure to problems associated with subsurface conditions at project sites and development of them that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed herein, contact your GBA-member geotechnical engineer. Active engagement in GBA exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Understand the Geotechnical-Engineering Services Provided for this Report

Geotechnical-engineering services typically include the planning, collection, interpretation, and analysis of exploratory data from widely spaced borings and/or test pits. Field data are combined with results from laboratory tests of soil and rock samples obtained from field exploration (if applicable), observations made during site reconnaissance, and historical information to form one or more models of the expected subsurface conditions beneath the site. Local geology and alterations of the site surface and subsurface by previous and proposed construction are also important considerations. Geotechnical engineers apply their engineering training, experience, and judgment to adapt the requirements of the prospective project to the subsurface model(s). Estimates are made of the subsurface conditions that will likely be exposed during construction as well as the expected performance of foundations and other structures being planned and/or affected by construction activities.

The culmination of these geotechnical-engineering services is typically a geotechnical-engineering report providing the data obtained, a discussion of the subsurface model(s), the engineering and geologic engineering assessments and analyses made, and the recommendations developed to satisfy the given requirements of the project. These reports may be titled investigations, explorations, studies, assessments, or evaluations. Regardless of the title used, the geotechnical-engineering report is an engineering interpretation of the subsurface conditions within the context of the project and does not represent a close examination, systematic inquiry, or thorough investigation of all site and subsurface conditions.

Geotechnical-Engineering Services are Performed for Specific Purposes, Persons, and Projects, and At Specific Times

Geotechnical engineers structure their services to meet the specific needs, goals, and risk management preferences of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client.

Likewise, geotechnical-engineering services are performed for a specific project and purpose. For example, it is unlikely that a geotechnical-engineering study for a refrigerated warehouse will be the same as one prepared for a parking garage; and a few borings drilled during a preliminary study to evaluate site feasibility will not be adequate to develop geotechnical design recommendations for the project.

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project or purpose;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, the reliability of a geotechnical-engineering report can be affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If you are the least bit uncertain* about the continued reliability of this report, contact your geotechnical engineer before applying the recommendations in it. A minor amount of additional testing or analysis after the passage of time – if any is required at all – could prevent major problems.

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read the report in its entirety. Do not rely on an executive summary. Do not read selective elements only. *Read and refer to the report in full.*

You Need to Inform Your Geotechnical Engineer About Change

Your geotechnical engineer considered unique, project-specific factors when developing the scope of study behind this report and developing the confirmation-dependent recommendations the report conveys. Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the elevation, configuration, location, orientation, function or weight of the proposed structure and the desired performance criteria;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project or site changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept*

responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface using various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing is performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgement to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team through project completion to obtain informed guidance quickly, whenever needed.

This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, they are not final, because the geotechnical engineer who developed them relied heavily on judgement and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* exposed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a continuing member of the design team, to:

- confer with other design-team members;
- help develop specifications;
- review pertinent elements of other design professionals' plans and specifications; and
- be available whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction-phase observations.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note conspicuously that you've included the material for information purposes only.* To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. This happens in part because soil and rock on project sites are typically heterogeneous and not manufactured materials with well-defined engineering properties like steel and concrete. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually provide environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures.* If you have not obtained your own environmental information about the project site, ask your geotechnical consultant for a recommendation on how to find environmental risk-management guidance.

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, the engineer's services were not designed, conducted, or intended to prevent migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, ***proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration. Confront the risk of moisture infiltration*** by including building-envelope or mold specialists on the design team. ***Geotechnical engineers are not building-envelope or mold specialists.***

GEOPROFESSIONAL BUSINESS ASSOCIATION

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October 6, 2026

John Rabon
Senior Planner
City of Winter Springs
1126 East State Road 434

RE: Winter Springs Town Center – Winter Springs Dentistry – REVISED Parking Justification

Mr. Rabon,

NV5 presents the following analysis and justification for the anticipated parking needs for the proposed Winter Springs Dentistry project located on Sea Hawk Cove in Winter Springs, FL. The site is zoned Town Center T-5.

Developments within the Town Center do not have a specific parking ratio requirement and require a statement of justification for the amount of parking spaces proposed. This justification provides a comparison between the City's code-required parking for this land use as well as the Institute of Transportation Engineers (ITE) *Parking Generation Manual 6th Edition*.

The proposed Winter Springs Dentistry is proposed to be developed in two (2) phases. Phase 1 will be a 4,648 SF dental office. Phase 2 will be an additional 3,240 SF dental office. Total building area at completion will be 7,888 SF. They anticipate having a total of 15 staff present on-site at peak daily operations.

City Code-Required Parking

Sec. 9-277 of City Code does not have a use direct correlation with a dental office. Similar uses listed in City Code that could be applicable include "Medical or Dental Clinics" (Sec. 9-277.11), "Office, Professional and Public Buildings" (Sec. 9-277.24) or "General Business and Retail Commercial" (Sec. 9-277.27). Those uses and their calculated required parking are listed in Table 1 below:

Table 1

Use per Code Sec. 9-277	Code Requirement	Total Parking Required
Medical or Dental Clinic	Three (3) parking spaces for doctors, plus one (1) additional parking space for every two (2) employees.	3 parking spaces for doctors + 15 employees/2 = **11 parking spaces**
Office, Professional and Public Buildings	One (1) parking space for each four hundred (400) square feet of floor space in the building, excluding hallways, stairwells, elevator shafts and storage space.	6,151 SF of floor space excluding hallways, stairwells and storage space / 400 SF = **16 parking spaces**

General Business and Retail Commercial	One (1) parking space for each three hundred (300) square feet of floor space in the building exclusive of storage space.	6,961 SF of floor space exclusive of storage space / 300 SF = **23 parking spaces**

Institute of Transportation Engineers (ITE) *Parking Generation Manual 6th Edition*

ITE Parking Generation Manual 6th Edition includes "Medical-Dental Office Building – Standalone" as a defined use (Land Use Code 720). The calculated required parking for that use is listed in Table 2 below:

Table 2		
ITE Land Use Code 720	**Code Requirement**	**Total Parking Required**
Medical-Dental Office Building – Standalone	85th percentile parking demand per 1,000 SF of gross floor area (GFA) = 4.28	4.28 x 7,888 SF/1,000 = **34 parking spaces**

Conclusion

Upon review of City Code and ITE Parking Generation Manual 6th Edition, the average of the four (4) different methods of analysis is 21 parking spaces. Therefore, the proposed parking supply of **23 parking spaces** will be sufficient for parking demand at the proposed Winter Springs Dentistry at complete buildout of Phases 1 and 2.

Sincerely,
NV5, Inc.

Jason P. Mahoney, PE,
Vice President

TRAFFIC IMPACT ANALYSIS FOR

Winter Springs Dentistry

DATE:
October 16, 2026

LOCATION:
Winter Springs, Florida

PREPARED FOR:
McCree General Contractors, Inc

PREPARED BY:
NV5, Inc.
7020 AC Skinner Parkway, Suite 120
Jacksonville, FL 32256
904.619.6521

NV5

nv5.com

Professional Engineering Certification

I hereby certify that I am a Professional Engineer registered in the State of Florida practicing with NV5, Inc., a registered corporation authorized as an engineering business by the State of Florida. I have prepared the evaluations, findings, opinions, conclusions, or technical advice contained in this study.

Project: *Winter Springs Dentistry – Traffic Impact Analysis*

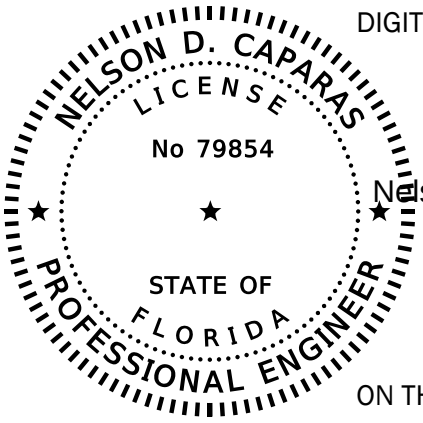
Location: *Winter Springs, Florida*

Client: *McCree General Contractors, Inc*

I hereby acknowledge that the procedures and references used to develop the results contained in this report are standard to the profession of Transportation Engineering as applied through professional judgement and expertise.

Prepared by:
NV5, Inc.
7020 AC Skinner Parkway, Suite 120
Jacksonville, Florida 32256

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



THIS DOCUMENT HAS BEEN

DIGITALLY SIGNED AND SEALED BY:

Nelson D Caparas

Digitally signed by Nelson D Caparas
DN: CN=Nelson D Caparas, O=Nelson D Caparas, L=Jacksonville, S=Florida, C=US
Date: 2026.10.16 12:08:17-04'00'

ON THE DATE ADJACENT TO THE SEAL

NELSON CAPARAS, P.E. 79854

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A. Introduction

A new dental office is proposed within the Winter Springs Town Center planned development located along SR 434 in Winter Springs, Seminole County, Florida. The project consists of a two-phase dental office development, with Phase 1 consisting of a 4,648 square foot building and Phase 2 adding 3,240 square feet, for a total of 7,888 square feet at full buildout, with associated parking including 23 parking spaces. Access to the site will be provided via the planned eastern extension of Sea Hawk Cove, which connects to Michael Blake Boulevard.

The traffic analyses in this report are conducted for the 2027 Phase 1 and 2028 Phase 2 Build conditions. The purpose of this report is to determine and evaluate the traffic expected to be generated by the proposed development under each phase of development. To account for the future traffic growth, background traffic growth was applied to the existing traffic volumes to develop the 2027 and 2028 No-Build conditions. Existing traffic volumes were increased to the respective buildout years, while project-generated and adjacent development trips were not subjected to the background growth.

The Phase 1 analysis includes traffic associated with three adjacent developments, 7 Brew Coffee, Sutton Crossings, and The Learning Experience. The Phase 2 analysis carries forward these developments.

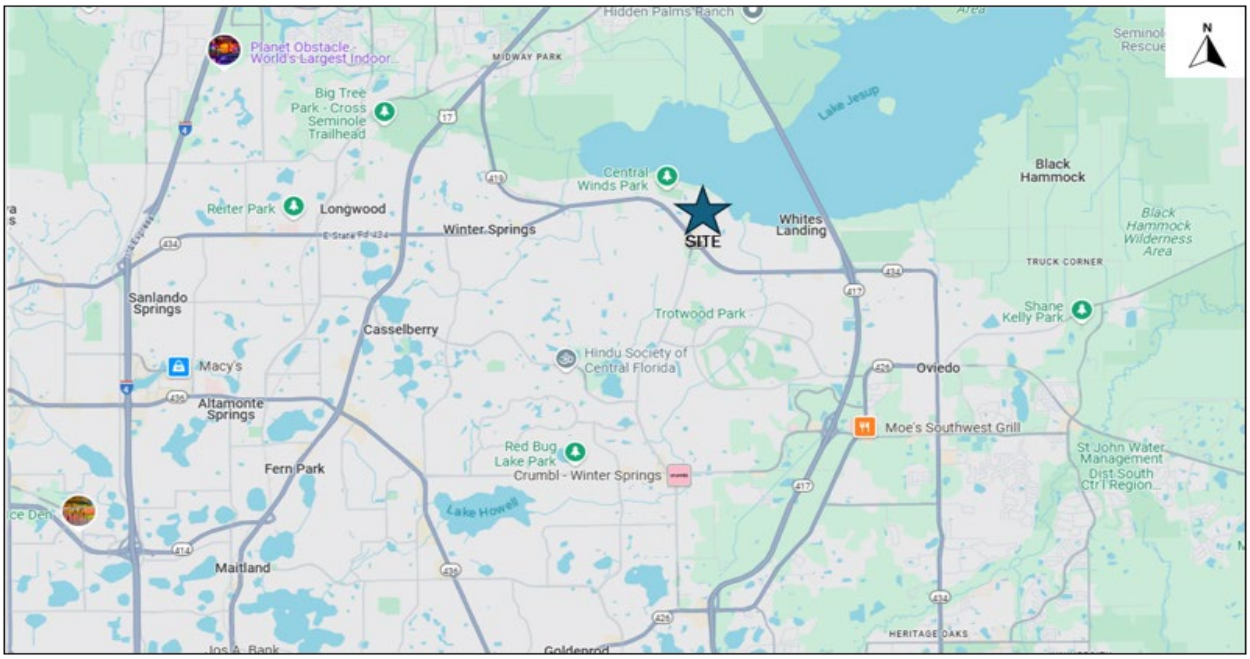
The study includes the analysis of the Existing (2025), No-Build (2027), and Build (2027) conditions for Phase 1, as well as the No-Build (2028) and Build (2028) conditions for Phase 2, at the following intersections:

1. Michael Blake Boulevard & Sea Hawk Cove (Unsignalized)
2. SR 434 & Michael Blake Boulevard (Signalized)

The report summarizes the results of the traffic analysis for the Existing, Background, and Build conditions for both phases of development at the study locations. The analysis includes an evaluation of traffic operations, including Level of Service (LOS), as well as conclusions and recommended improvements, if any, based on the findings.

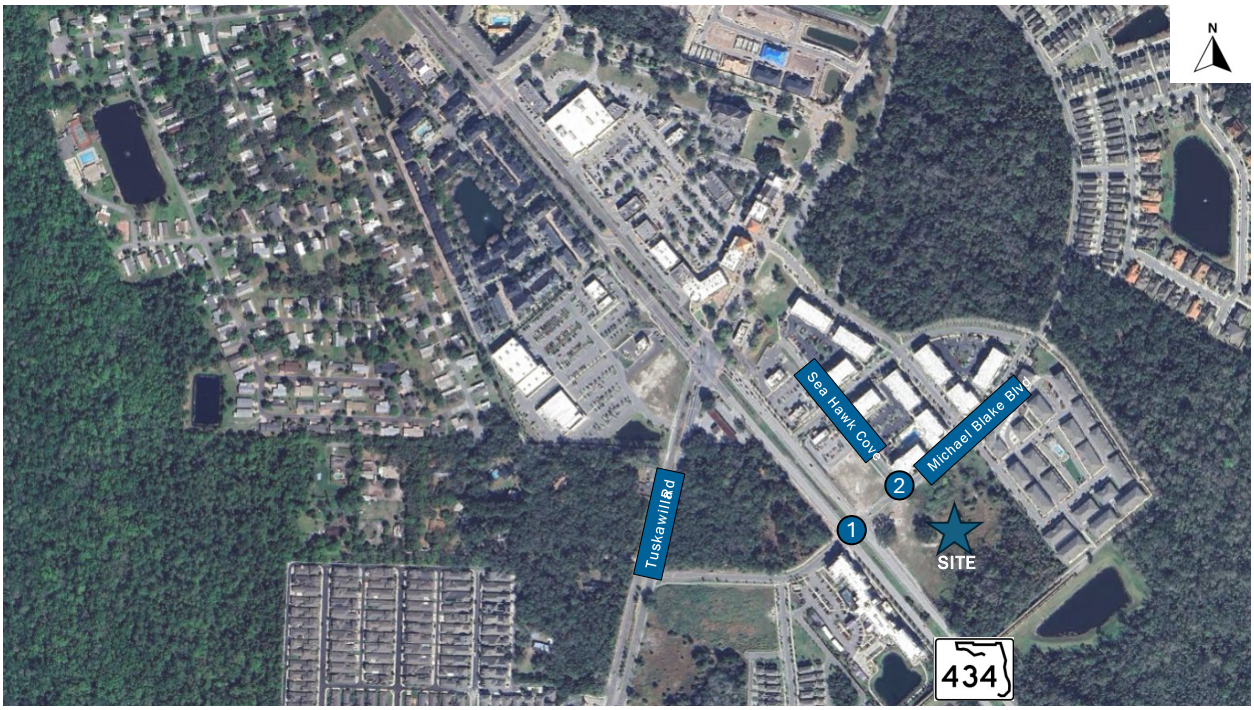
Figure 1 depicts the study area (vicinity map) in Winter Springs, Florida. The study intersections referenced above are illustrated in **Figure 2**. The site plan for the project is provided in **Appendix A**.

Figure 1: Vicinity Map



Source: ©OpenStreetMap Contributors

Figure 2: Site Location Aerial



1. SR 434 & Michael Blake Boulevard
2. Michael Blake Boulevard & Sea Hawk Cove

B. Existing Conditions

B.1. Transportation Facilities

State Route (SR) 434 is a four-lane, median-divided Urban Principal Arterial with a posted speed limit of 50 MPH within the study area. The surrounding land uses are primarily residential and commercial. SR 434 extends approximately 28.5 miles.

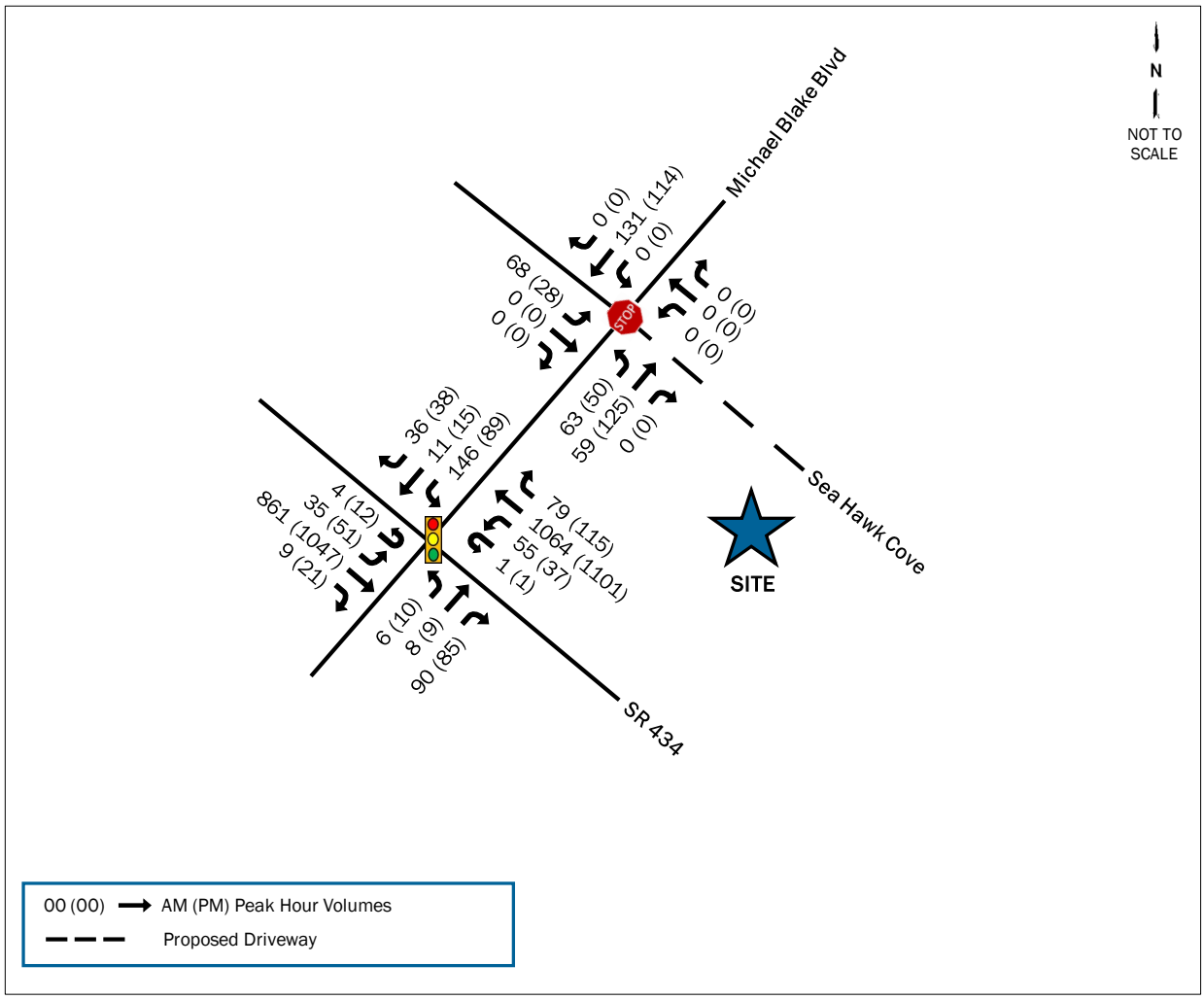
Michael Blake Boulevard is a two-lane Urban Local Road with a posted speed limit of 25 MPH in the vicinity of the study area. The roadway is primarily residential, consisting of single-family homes within the Winter Springs Village community. The roadway accommodates both vehicular and pedestrian travel and provides residential access to the Cross Seminole Trail.

Sea Hawk Cove is a two-lane Urban Local Road with a posted speed limit of 25 MPH in the vicinity of the study area. The roadway provides access to the Winter Springs Town Center development and serves adjacent commercial and residential land uses. Sea Hawk Cove accommodates both vehicle and pedestrian travel and provides access to businesses located within the Town Center development.

B.2. Traffic Counts

Intersection turning movement counts (TMCs) at the two study intersections were collected on October 16, 2025, while the public schools were in session. The raw existing traffic counts were adjusted using a seasonal factor of 1.02 obtained from the Florida Traffic Online database. The weekday AM peak hour was determined to be 7:30 – 8:30 AM and the PM peak hour was determined to be 5:00 – 6:00 PM. **Figure 3** shows the resulting existing traffic volumes for the study intersections. The collected traffic counts are included in **Appendix B**.

Figure 3: 2025 Existing Traffic Volumes



C. Future Conditions

C.1. Background Growth

The growth rate in the study area is based upon an analysis of historical traffic data obtained from the Florida Traffic Online application. The proposed development is expected to be constructed in two phases, with Phase 1 anticipated in 2027 and Phase 2 anticipated in 2028. A review of historical traffic trends indicates that traffic volumes within the study area have remained relatively stable in recent years with no consistent pattern of growth. Therefore, a conservative annual growth rate of 1.0 percent was applied in accordance with standard practice. The existing traffic volumes were grown at an annual rate of 1.0 percent over a two (2) year period to establish the 2027 No-Build volumes. Similarly, the existing traffic volumes were grown over a three (3) year period to establish the 2028 No-Build volumes. The annual growth rate was applied only to existing traffic volumes and not to trips associated with the proposed developments. The projected 2027 No-Build traffic volumes are presented in **Figure 6**, while the projected 2028 No-Build traffic volumes are presented in **Figure 7**.

C.2. Adjacent Developments

Three adjacent developments were identified within the study area and incorporated into the future traffic analyses: 7 Brew Coffee, Sutton Crossings, and The Learning Experience. Traffic associated with 7 Brew Coffee, the Sutton Crossing, and The Learning Experience was included in the 2027 No-Build and Build conditions, as well as the 2028 No-Build and Build conditions.

The applicable trips from each adjacent development were assigned to the study intersections based on the trip distribution and assignment patterns documented in their respective traffic studies. Only the turning movement volumes anticipated to travel through the study intersections were incorporated into the analysis. The combined adjacent development turning movement volumes for 2027 and 2028 are illustrated in **Figures 4** and **5**, respectively.

Figure 4: 2027 Adjacent Development Trips

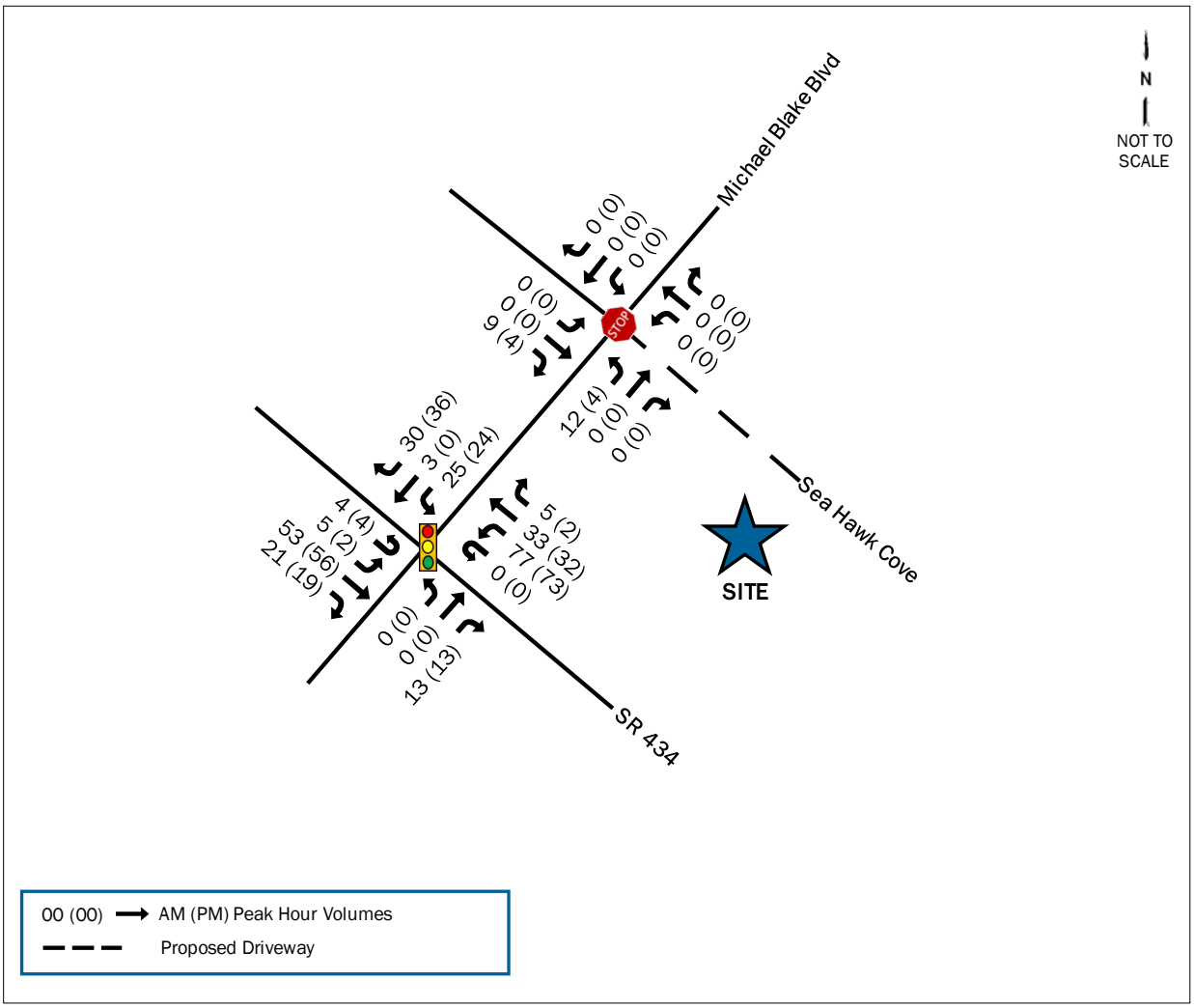


Figure 5: 2028 Adjacent Development Trips

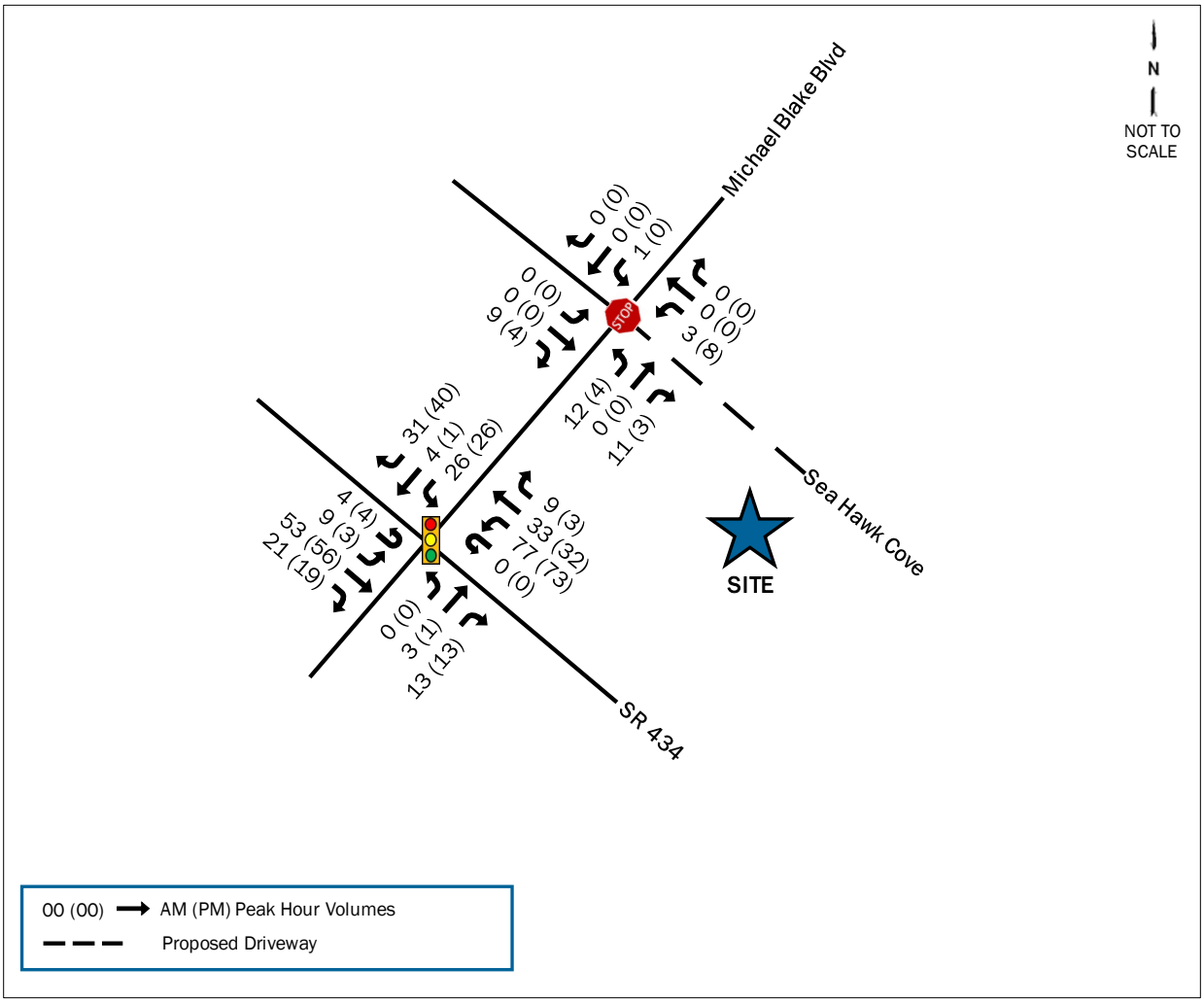


Figure 6: 2027 Phase 1 No-Build Volumes

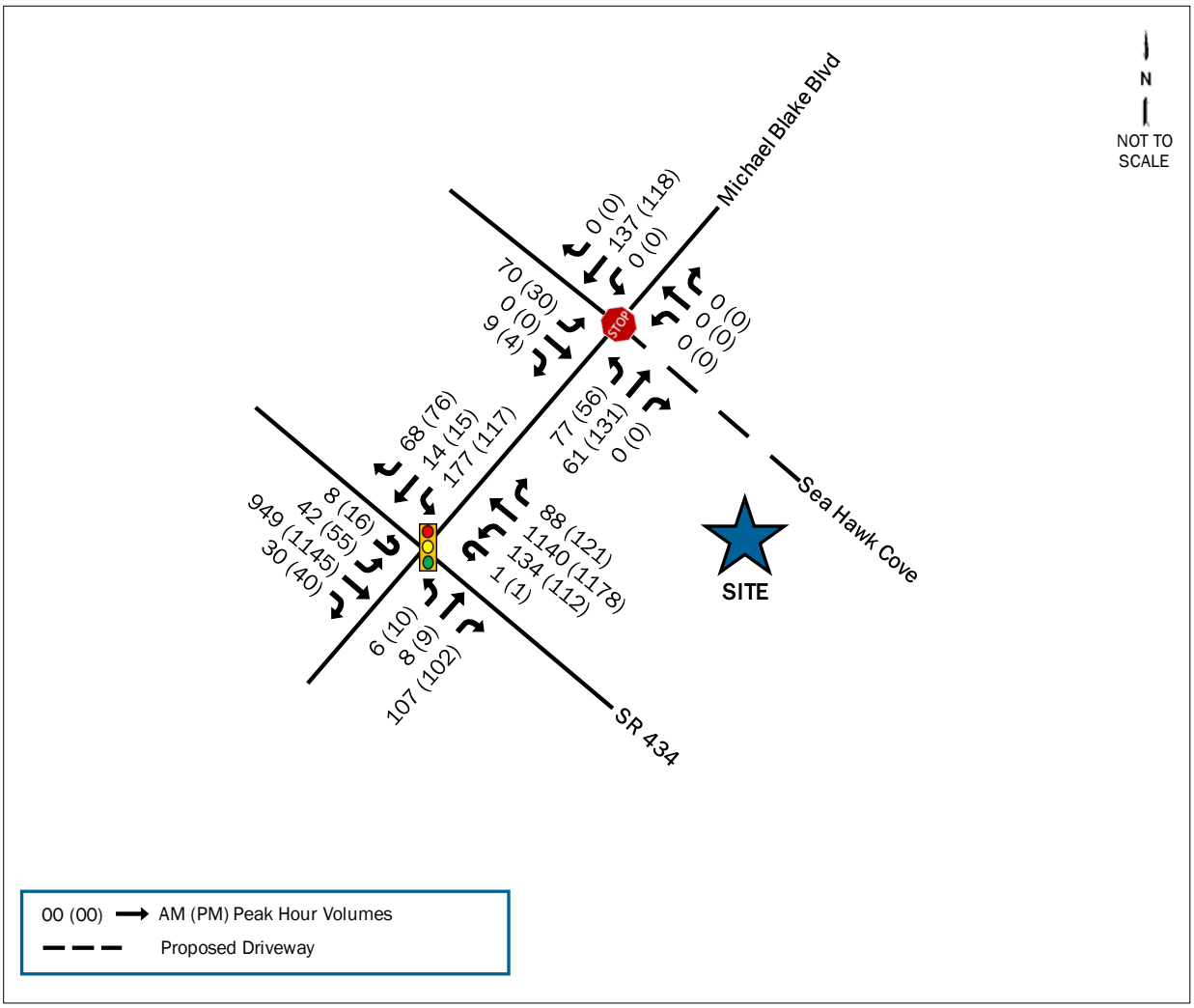
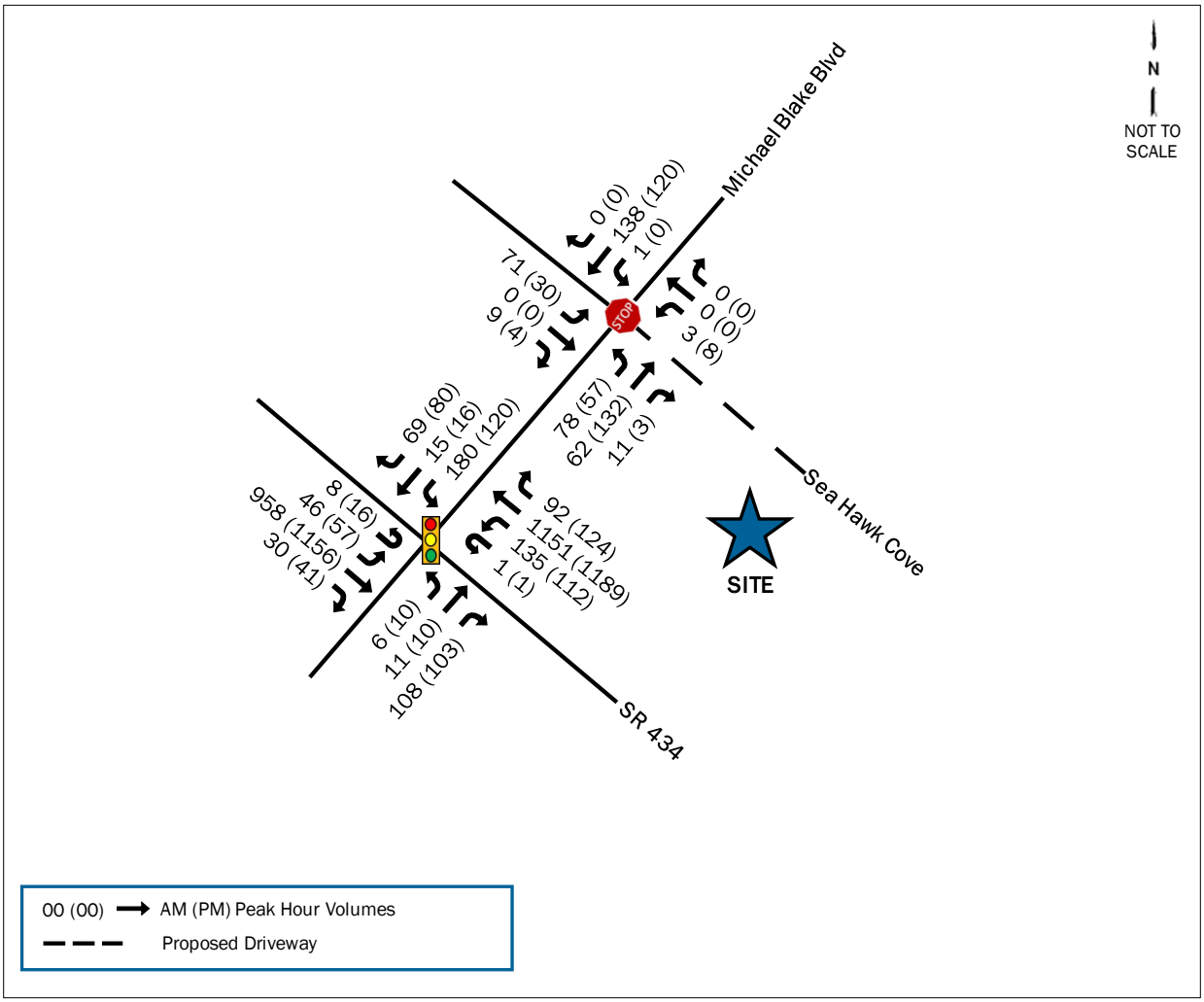


Figure 7: 2028 Phase 2 No-Build Volumes



C.3. Project Trip Generation

Project trip generation was calculated using the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 12th Edition, 2025. Trip generation for the proposed dental office was estimated using ITE Land Use Code (LUC) 720 – Medical-Dental Office Building. **Table 1** presents the estimated trips that will be generated by the proposed Winter Springs Dentistry development under Phase 1 (2027) and Phase 2 (2028) conditions. Phase 1 consists of a 4,648 square foot dental office, while Phase 2 includes an additional 3,240 square feet, resulting in a total of 7,888 square feet at full buildout. No adjustments were made for non-auto trips.

Table 1: Trip Generation

PHASE	LAND USE	PERIOD	TOTAL	IN	OUT
1	**Medical-Dental Office Building, LUC 720** (4,648 SF)	Daily	114	57	57
		AM Peak Hr	15	12	3
		PM Peak Hr	11	3	8
2	**Medical-Dental Office Building, LUC 720** (7,888 SF)	Daily	245	123	122
		AM Peak Hr	24	19	5
		PM Peak Hr	23	7	16

The dental office development will generate a total of 15 new trips (12 entering and 3 exiting) during the AM peak hour, and a total of 11 new trips (3 entering and 8 exiting) during the PM peak hour under Phase 1 (2027) conditions. Under Phase 2 (2028) conditions, the full development will generate a total of 24 new trips (19 entering and 5 exiting) during the AM peak hour, and a total of 23 new trips (7 entering and 16 exiting) during the PM peak hour.

C.4. Trip Distribution and Assignment

Project trip distribution for the proposed development was developed using observed traffic patterns within the study area, with directional splits based on the turning movement counts collected at the study intersections. Due to the site's location within the Winter Springs Town Center and its connection to Michael Blake Blvd, project generated traffic is expected to follow general traffic patterns consistent with existing traffic movements. Traffic flow patterns along SR 434 and Michael Blake Blvd were used to establish the distribution of project generated trips. The directional percentages were applied to the project trip generation for each peak period and development phase and assigned to the study intersections.

Trip distribution is shown in **Figure 8** and the 2027 Phase 1 and 2028 Phase 2 development trips are shown in **Figures 9** and **10**, respectively.

Figure 8: Trip Distribution

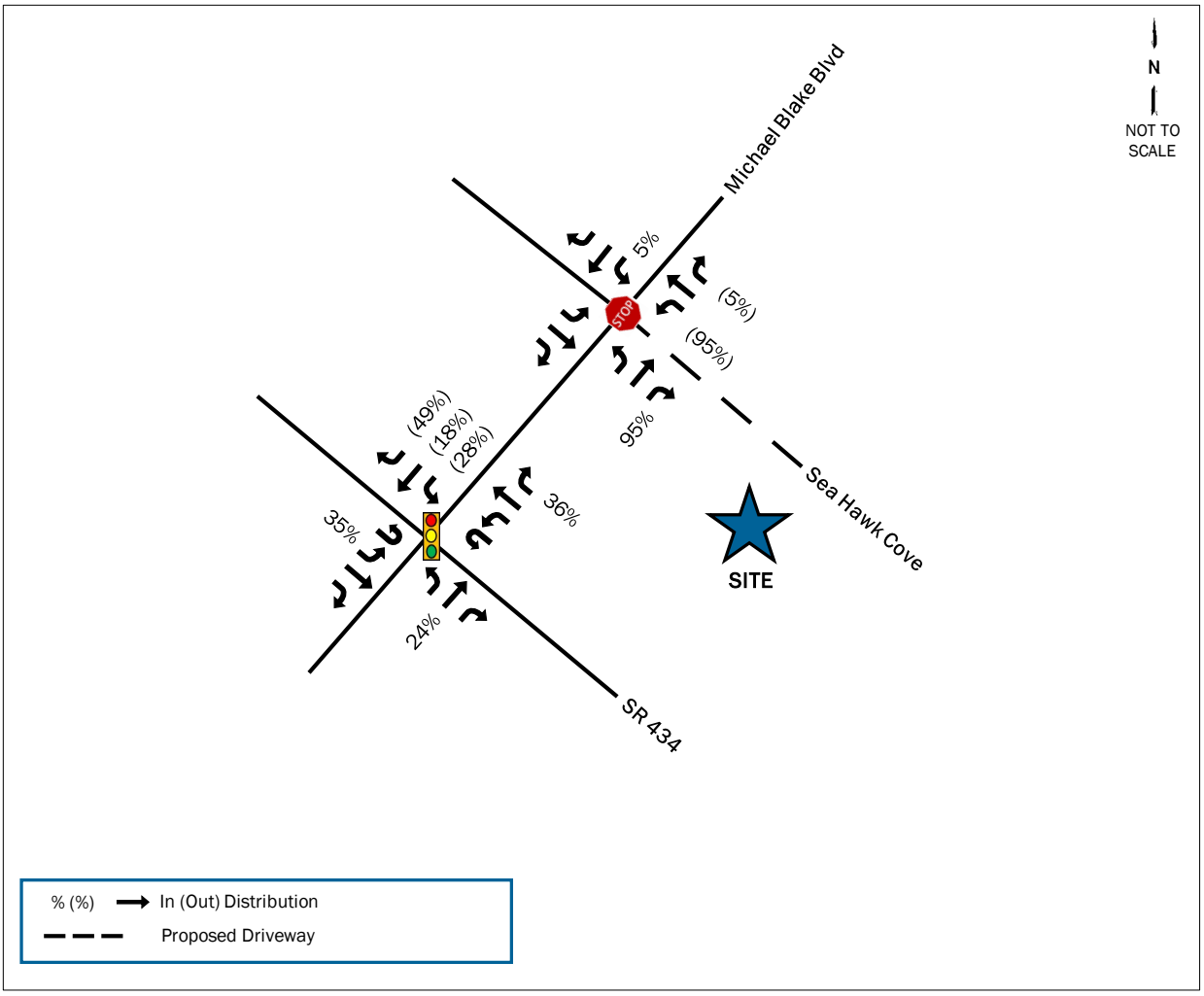


Figure 9: 2027 Phase 1 Development Trips

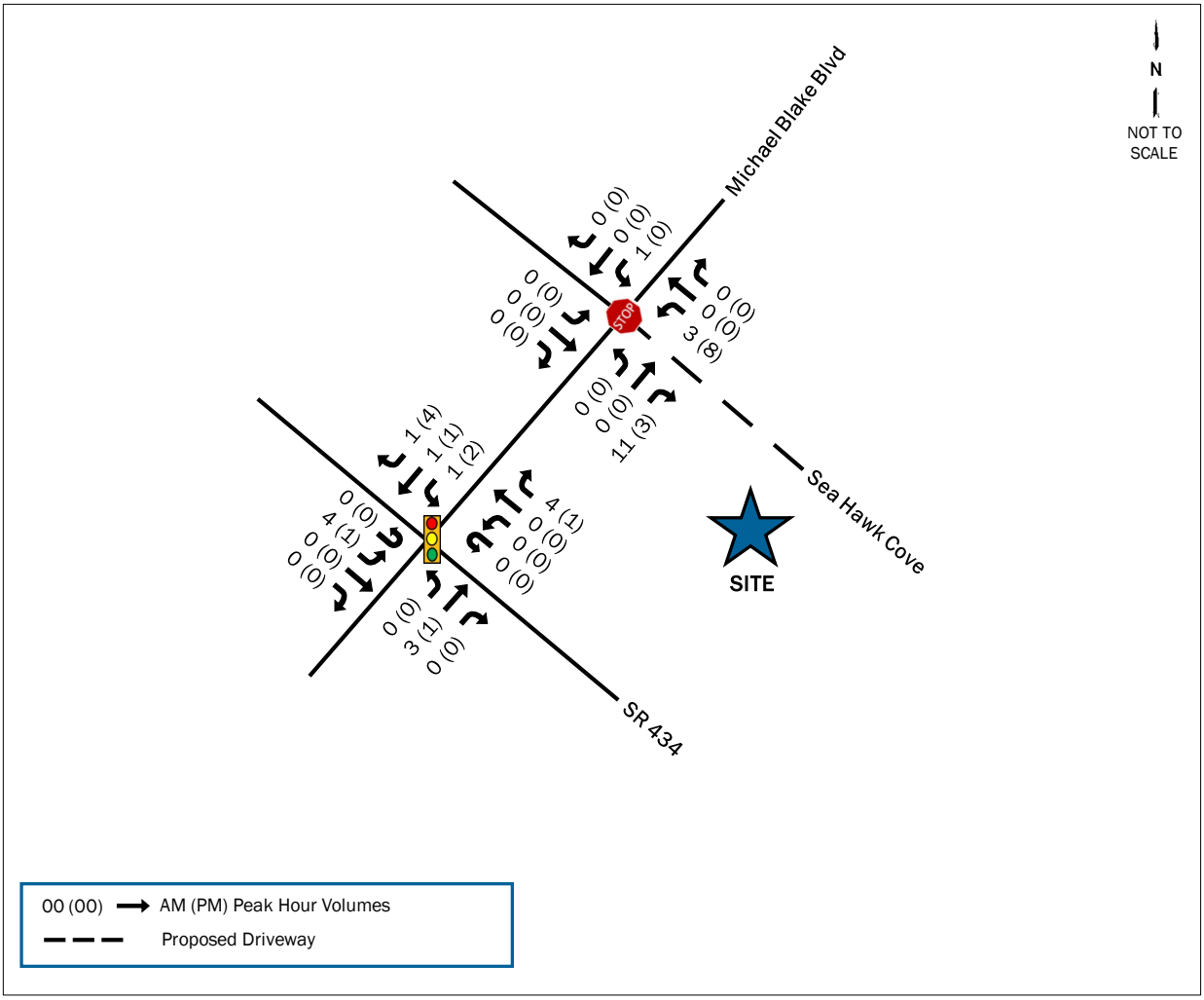


Figure 10: 2028 Phase 2 Development Trips

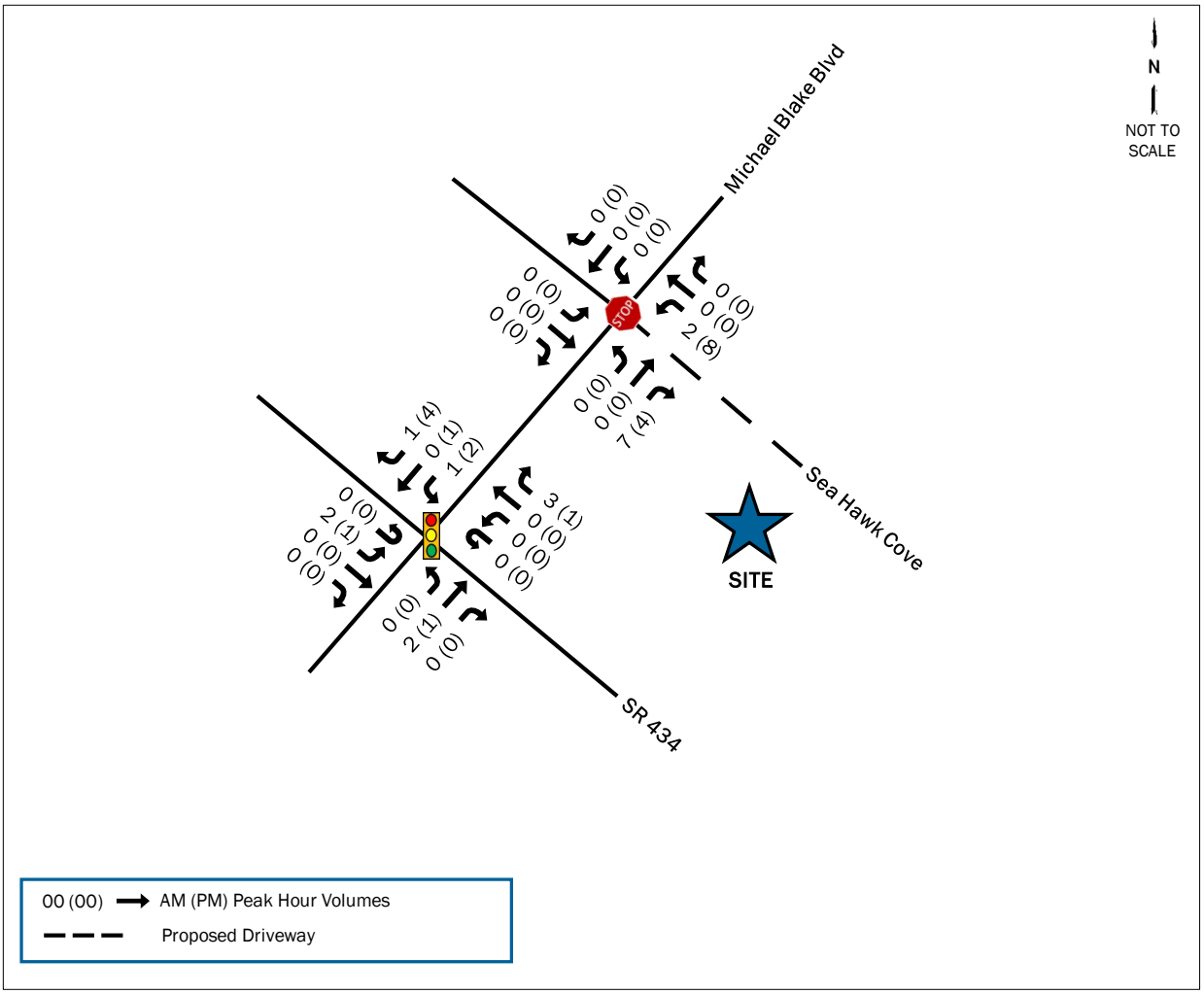


Figure 11: 2027 Phase 1 Build Traffic Volumes

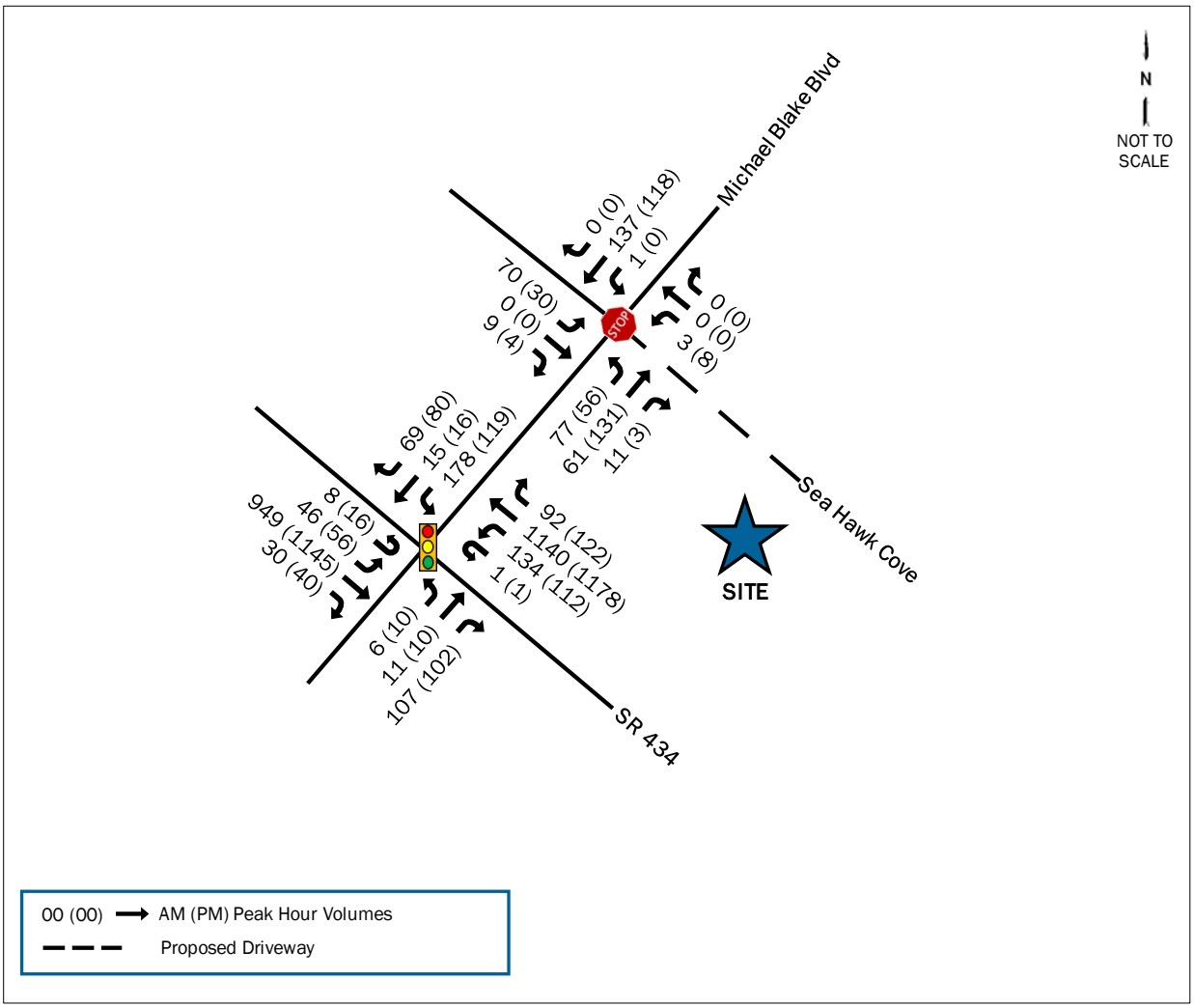
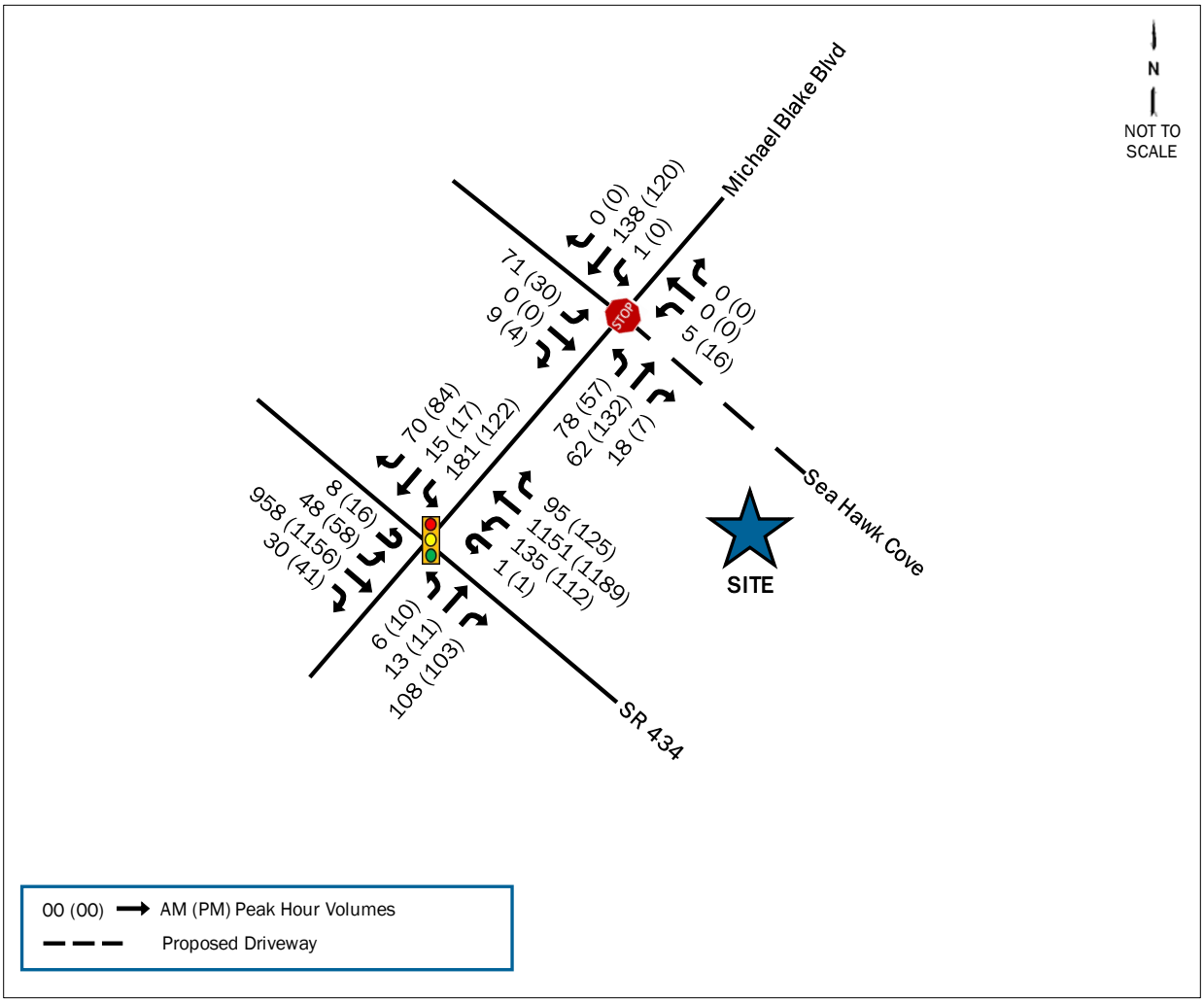


Figure 12: 2028 Phase 2 Build Traffic Volumes



D. Traffic Impact Analyses

The operational analysis in each of the scenarios for the study was performed using the Synchro® 12 traffic analysis software. Average vehicular delays are calculated and reported as Levels of Service (LOS) as defined by the Highway Capacity Manual (HCM 7th Edition). HCM uses a grading system A through F, where A is the best (little to no delay), and F is the worst (very heavy delay). HCM LOS standards and Synchro® output reports are included in **Appendices D** and **E**. The intersection of Michael Blake Blvd and Sea Hawk Cove was evaluated using Two-Way-Stop-Controlled (TWSC) methodology, while the intersection of SR 434 and Michael Blake Blvd was evaluated using signalized intersection methodology. Signal timing information was obtained from Seminole County and is provided in **Appendix C**.

D.1. 2025 Existing Conditions Analysis

The results of the 2025 Existing conditions capacity analysis are summarized in **Table 2** and reflect the traffic volumes presented in **Figure 3**.

Table 2: 2025 Existing Conditions Capacity Analysis

ID	Intersection	Control	Movement	AM		PM	
				LOS	Delay	LOS	Delay
1	SR 434 & Michael Blake Blvd	Signal	**Overall**	**C**	**29.6**	**C**	**25.8**
			NB	F	100.3	F	114.5
			SB	F	103.0	F	111.0
			EB	B	19.4	B	17.3
			WB	B	19.4	B	16.5
2	Michael Blake Blvd & Sea Hawk Cove	Stop-Control	NBL	A	7.6	A	7.6
			EBL	B	11.7	B	11.5

As shown in **Table 2**, the study intersections operate overall at acceptable levels of service during the AM and PM peak hours with strategic timing delays on the signalized side street approaches. The signalized intersection of SR 434 and Michael Blake Blvd is operating at LOS C during the AM and PM peak hours. The northbound and southbound side street approaches, highlighted in red in **Table 2**, are projected to experience higher delays during both peak periods as a result of signal coordination that prioritizes progression along SR 434, providing a longer green band for the heavier traffic volumes along SR 434. The SR 434 eastbound and westbound approaches operate at LOS B during both peak periods. At Michael Blake Blvd and Sea Hawk Cove, the stop-controlled intersection operates at LOS A or B for all analyzed movements during the AM and PM peak hours.

D.2. 2027 Phase 1 No-Build Conditions Analysis

The results of the 2027 No-Build conditions capacity analysis are shown in **Table 3** and include analysis of the traffic volumes presented in **Figure 6**.

Table 3: 2027 Phase 1 No-Build Conditions Capacity Analysis

ID	Intersection	Control	Movement	AM		PM	
				LOS	Delay	LOS	Delay
1	SR 434 & Michael Blake Blvd	Signal	**Overall**	**C**	**34.4**	**C**	**31.0**
			NB	F	102.5	F	116.4
			SB	F	104.5	F	114.1
			EB	C	24.1	C	21.7
			WB	C	22.9	B	19.8
2	Michael Blake Blvd & Sea Hawk Cove	Stop-Control	NBL	A	7.7	A	7.6
			EBL	B	11.9	B	11.0

As shown in **Table 3**, the study intersections are projected to operate in the 2027 No-Build scenario similar to the Existing conditions, with the SR 434 and Michael Blake Blvd intersection continuing to operate at an overall LOS C during both peak hours. The northbound and southbound approaches are anticipated to experience higher delays during both peak periods due to signal coordination favoring the heavier traffic volumes along SR 434. However, the eastbound and westbound approaches continue to operate at LOS C or better during both peak periods. At Michael Blake Blvd and Sea Hawk Cove, the stop-controlled intersection continues to operate at LOS A or B for all analyzed movements during the AM and PM peak hours.

D.3. 2028 Phase 2 No-Build Conditions Analysis

The results of the 2028 No-Build conditions capacity analysis are shown in **Table 4** and include analysis of the traffic volumes presented in **Figure 7**.

Table 4: 2028 Phase 2 No-Build Conditions Capacity Analysis

ID	Intersection	Control	Movement	AM		PM	
				LOS	Delay	LOS	Delay
1	SR 434 & Michael Blake Blvd	Signal	**Overall**	**D**	**35.3**	**C**	**31.8**
			NB	F	103.5	F	116.9
			SB	F	105.2	F	114.6
			EB	C	24.9	C	22.4
			WB	C	23.7	C	20.3
2	Michael Blake Blvd & Sea Hawk Cove	Stop-Control	NBL	A	7.7	A	7.6
			SBL	A	7.4	A	0.0
			EBL	B	12.6	B	11.8
			WBL	B	11.9	B	11.9

As shown in **Table 4**, the study intersections are projected to operate in the 2028 No-Build scenario similar to the 2027 No-Build conditions, with slight increases in delay. The SR 434 and Michael Blake Blvd intersection is projected to operate overall at LOS D during the AM peak hour and LOS C during the PM peak hour. The northbound and southbound approaches are expected to continue operating at LOS F during both peak periods, while the eastbound and westbound approaches are projected to

operate at LOS C or better. At Michael Blake Blvd and Sea Hawk Cove, the stop-controlled intersection is projected to operate at LOS B or better for all analyzed movements during the AM and PM peak hours.

D.4. 2027 Phase 1 Build Conditions Capacity Analysis

The results of the 2027 Build conditions intersection capacity analysis are shown in **Table 5** for 2027 future volumes with added trips from the proposed development as presented in **Figure 11**.

Table 5: 2027 Phase 1 Build Capacity Analysis

ID	Intersection	Control	Movement	AM		PM	
				LOS	Delay	LOS	Delay
1	SR 434 & Michael Blake Blvd	Signal	**Overall**	**C**	**35.0**	**C**	**31.6**
			NB	F	103.2	F	116.7
			SB	F	104.9	F	114.5
			EB	C	24.5	C	22.0
			WB	C	23.3	C	20.1
2	Michael Blake Blvd & Sea Hawk Cove	Stop-Control	NBL	A	7.7	A	7.6
			SBL	A	7.4	A	0.0
			EBL	B	12.5	B	11.5
			WBL	B	11.9	B	11.9

As shown in **Table 5**, the study intersections are projected to operate in the 2027 Build scenario similar to the 2027 No-Build conditions following the addition of Phase 1 project traffic. At SR 434 and Michael Blake Blvd, the intersection continues to operate at LOS C during the AM and PM peak hours. The northbound and southbound approaches continue to experience higher delays during both peak periods due to signal coordination favoring the heavier traffic volumes along SR 434. However, the eastbound and westbound approaches operate at LOS C during the AM and PM peak hours. At Michael Blake Blvd and Sea Hawk Cove, the intersection operates at LOS A or B for all analyzed movements during the AM and PM peak hours. The addition of project generated traffic results in only minor increases in delay and does not result in a change in LOS at the study intersections.

D.5. 2028 Phase 2 Build Conditions Capacity Analysis

The results of the 2028 Build conditions intersection capacity analysis are shown in **Table 6** for 2028 future volumes with added trips from the proposed development as presented in **Figure 12**.

Table 6: 2028 Phase 2 Build Capacity Analysis

ID	Intersection	Control	Movement	AM		PM	
				LOS	Delay	LOS	Delay
1	SR 434 & Michael Blake Blvd	Signal	**Overall**	**D**	**35.6**	**C**	**32.3**
			NB	F	103.9	F	117.2
			SB	F	105.3	F	114.9
			EB	C	25.1	C	22.6
			WB	C	23.8	C	20.6
2	Michael Blake Blvd & Sea Hawk Cove	Stop-Control	NBL	A	7.7	A	7.6
			SBL	A	7.4	A	0.0
			EBL	B	12.6	B	11.8
			WBL	B	12.0	B	12.0

As shown in **Table 6**, the study intersections are projected to operate in the 2028 Build scenario similar to the 2028 No-Build conditions following the addition of Phase 2 project traffic. At SR 434 and Michael Blake Blvd, the intersection continues to operate overall at LOS D during the AM peak hour and LOS C during the PM peak hour. The northbound and southbound approaches continue to operate at LOS F during both peak periods, while the eastbound and westbound approaches operate at LOS C during the AM and PM peak hours. At Michael Blake Blvd and Sea Hawk Cove, the stop-controlled intersection continues to operate at LOS A or B for all analyzed movements during both peak periods. The addition of Phase 2 project traffic results in minor increases in delay, with no change in overall intersection LOS compared to the 2028 No-Build conditions.

E. Conclusions

Based on the results of the traffic impact analysis, the study intersections are expected to continue operating overall at LOS D or better. Under Existing, 2027 Phase 1, and 2028 Phase 2 No-Build and Build conditions, the intersection of SR 434 and Michael Blake Blvd is projected to operate overall at acceptable overall levels of service during both the AM and PM peak hours. The northbound and southbound approaches experience elevated delays during the peak periods due to the traffic signal coordinated timing plan favoring the heavier traffic volumes along SR 434 with longer green bands. These conditions are present under Existing conditions and continue through the No-Build and Build scenarios.

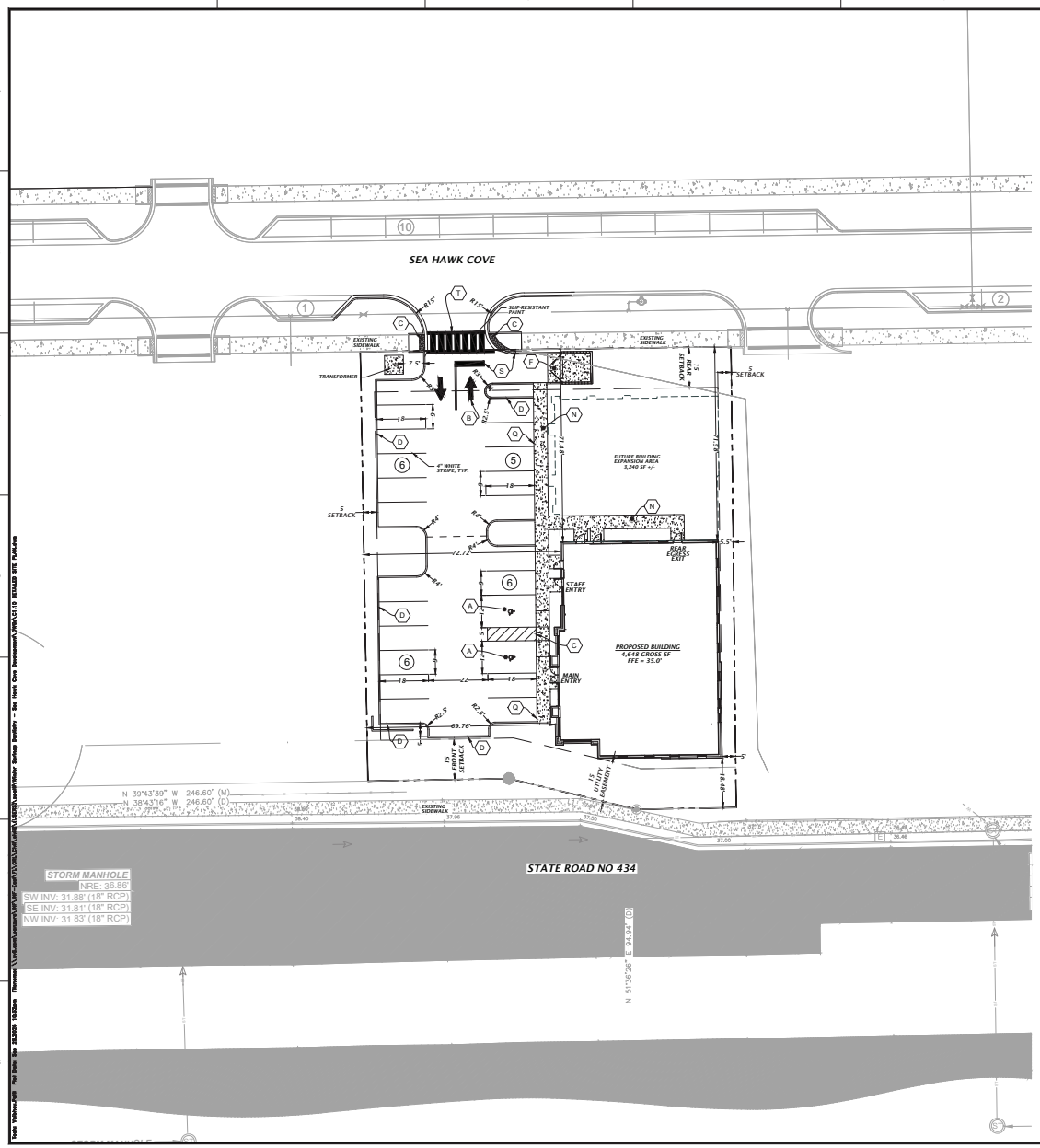
The intersection of Michael Blake Blvd and Sea Hawk Cove is projected to operate at acceptable levels of service under Existing, 2027 Phase 1, and 2028 Phase 2 No-Build and Build conditions. The addition of project related traffic results in only minor increases in delay and does not adversely impact intersection operations.

Overall, the proposed Winter Springs Dentistry development is not expected to produce any noticeable influence on the traffic operations of the area roadway network. While delays on the minor street approaches at SR 434 and Michael Blake Blvd are projected to increase slightly, these conditions are associated with the signal timing plan favoring the heavier traffic volumes along SR 434 and are present under the Existing and No-Build conditions. The addition of project traffic does not change the overall intersection LOS in either the 2027 Phase 1 or 2028 Phase 2 Build scenarios. Based on the results of the analysis, the surrounding roadway network is expected to continue operating in an acceptable manner overall with the addition of traffic generated by the proposed development.

APPENDIX A:

DEVELOPMENT

CONCEPT PLAN



SITE ADDRESS
SEA HAWK COVE, WINTER SPRINGS, FL 32708

SITE JURISDICTION
CITY OF WINTER SPRINGS

ZONING
EXIST. TOWN CENTER DISTRICT (T5-URBAN CENTER)
PROP. TOWN CENTER DISTRICT (T5-URBAN CENTER)

FUTURE LAND USE
TOWN CENTER DISTRICT (T5-URBAN CENTER)

SITE DATA

TOTAL AREA:	0.52 AC
IMPERVIOUS AREA:	0.33 AC
PERVIOUS AREA:	0.19 AC

SITE FEMA
CITY OF WINTER SPRINGS 120295: ZONE X

BUILDING SETBACKS

	REQUIRED	PROVIDED
FRONT	25'-50'	15'
REAR	15' MIN	71.5'
SIDE	5'-100'	5'
SR 434 CORRIDOR*	25'	15'

*A WAIVER FROM WINTER SPRINGS CITY CODE SEC. 20-325 TO ALLOW A 15 FOOT SR 434 CORRIDOR SETBACK FOR THE PROPOSED BUILDING IN LIEU OF A REQUIRED SR 434 CORRIDOR SETBACK OF 25 FEET.

BUILDING SETBACKS PER CITY OF WINTER SPRINGS CODE SEC. 20-325. - TRANSECT STANDARDS

BUILDING HEIGHT

	REQUIRED	PROPOSED
PRINCIPAL	2 STORIES**	2 STORIES

**SECOND STORY CAN BE FAUX

BUILDING HEIGHT REQUIREMENTS PER CITY OF WINTER SPRINGS CODE SEC. 20-325. - TRANSECT STANDARDS

SITE LEGEND

(A) ACCESSIBLE PARKING SPACE (TYP). SEE DETAIL FOR ACCESSIBLE PARKING SPACE, SIGN AND SYMBOL (SEE SHEET C5.10 - GENERAL DETAILS)
(B) PAVEMENT MARKINGS (TYP). PER FDOT INDEX 17346
(C) FDOT ADA RAMP WITH DETECTABLE WARNING SURFACE (TYP). (SEE SHEETC5.10 - GENERAL DETAILS)
(D) TYPE D CURB . PER FDOT INDEX 520-001
(E) EXISTING CONCRETE SIDEWALK
(F) DUMPSTER ENCLOSURE
(N) PROPOSED 5' WIDE CONCRETE SIDEWALK (SEE SHEET C5.10 - GENERAL DETAILS)
(P) TYPE F CURB AND GUTTER (SEE SHEET C5.10 - GENERAL DETAILS)
(Q) THICKENED CURB (SEE SHEET C5.10 - GENERAL DETAILS)
(R) 6' X 6' TRANSFORMER CONCRETE PAD
(S) STOP BAR AND "STOP" SIGN (SEE SHEET C5.10 - GENERAL DETAILS)
(T) FDOT CROSSWALK DETAIL (SEE SHEET C5.11 - GENERAL DETAILS)

MAINTENANCE OF TRAFFIC NOTE:
ALL WORK WITHIN S.R. 434 RIGHT-OF-WAY SHALL CONFORM TO FDOT STANDARD PLANS, INDEX 102-601, 102-602, AND 102-660e, FOR MAINTENANCE OF TRAFFIC (MOT) REQUIREMENTS.

STRIPING LEGEND
NOTE: ALL STRIPING TO BE NON-SLIP PAINT

SYSL/4"	SINGLE YELLOW SOLID LINE / 4" WIDE
SYSL/6"	SINGLE YELLOW SOLID LINE / 6" WIDE
SWSL/4"	SINGLE WHITE SOLID LINE / 4" WIDE
SWSL/6"	SINGLE WHITE SOLID LINE / 6" WIDE
SWSL/24"	SINGLE WHITE SOLID LINE / 24" WIDE
(7)	PARKING COUNT

PAVEMENT LEGEND
STANDARD DUTY ASPHALT (SEE SHEET C09.0, DETAIL 5)
CONCRETE SIDEWALK (SEE SHEET C10.0, DETAIL 1)

NIV5
11801 Research Drive
Alachua, Florida 32615
(352)331-1976
www.niv5.com

REVISIONS

SEAL/SIGNATURE
JASON P. MAHONEY
FL PE No. 65183

CLIENT: MCCREE ARCHITECTS & ENGINEERS, INC
PROJECT: WINTER SPRINGS DENTISTRY
SHEET TITLE: DETAILED SITE PLAN
SCALE: 1" = 20'
VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING. 0 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.
PROJECT NUMBER: 26-0385
TECHNICIAN: # PRADNYA P. PATIL
DESIGNER: #
QUALITY CONTROL: # FRANKLIN A. PORTER
SHEET NO.: C1.10

APPENDIX B:

TRAFFIC COUNTS

Peak Hour Turning Movement Count

Winter Springs, FL

Click here for Map

Marr Traffic DATA COLLECTION

www.marrtraffic.com

Thursday, October 16, 2025		
	Fair	74°F
Period	0700 - 0900	APPLY
Peak Hour	0730 - 0830	APPLY
Global PH	0730 - 0830	APPLY

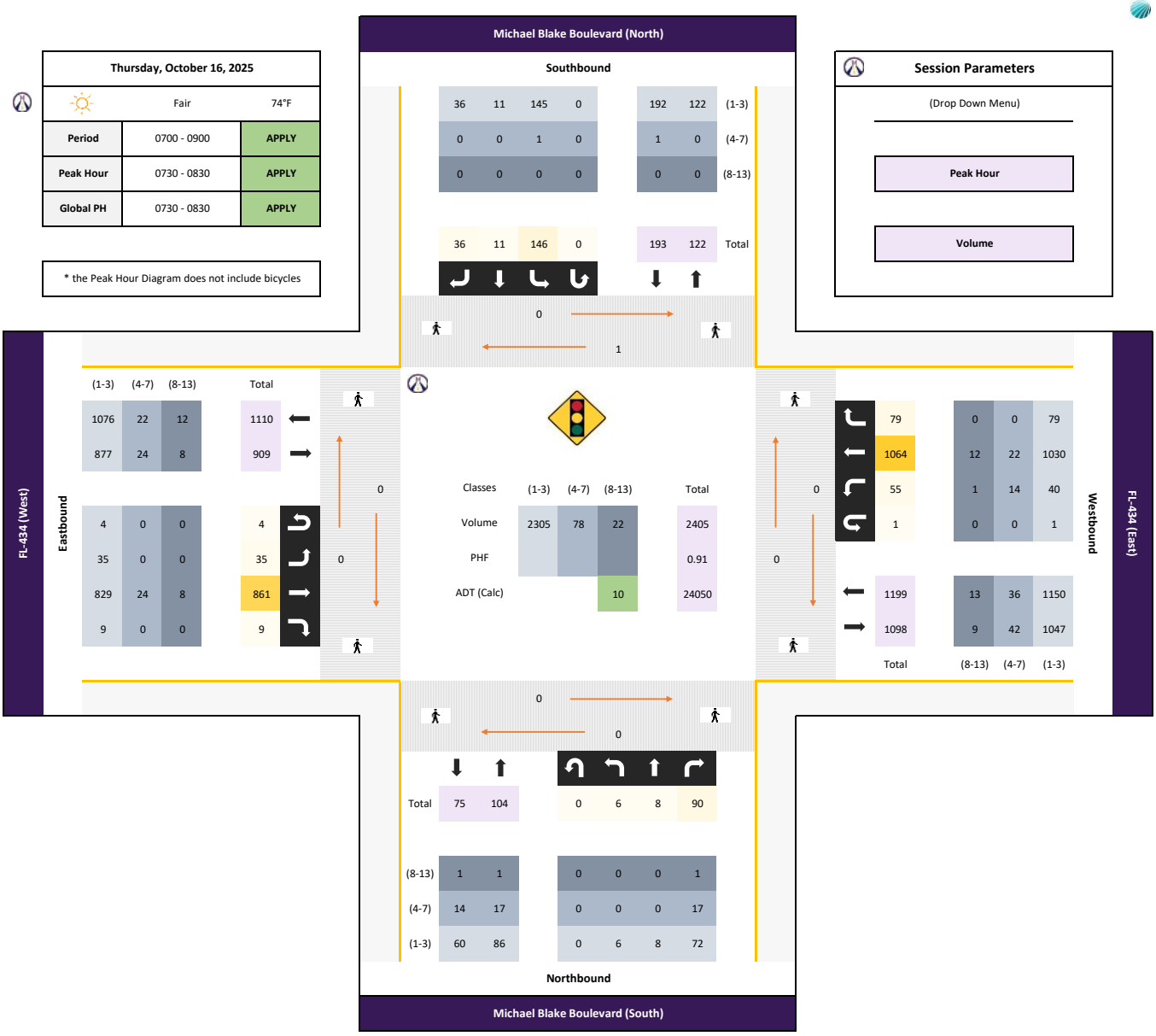
* the Peak Hour Diagram does not include bicycles

Session Parameters

(Drop Down Menu)

Peak Hour

Volume



All vehicles

	Northbound						Southbound						Eastbound						Westbound						
	Michael Blake Boulevard (South)						Michael Blake Boulevard (North)						FL-434 (West)						FL-434 (East)						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	2.1	2.2	2.3		2.4	Total	2.5	2.6	2.7		2.8	Total	2.9	2.10	2.11		2.12	Total	2.13	2.14	2.15		2.16	Total	Total
0730 - 0745	1	0	28	-	0	29	37	0	9	-	0	46	8	216	2	-	1	227	10	284	20	-	1	315	617
0745 - 0800	0	4	32	-	0	36	44	4	12	-	0	60	8	185	2	-	0	195	13	256	20	-	0	289	580
0800 - 0815	2	4	18	-	0	24	33	3	11	-	0	47	5	201	1	-	1	208	17	234	19	-	0	270	549
0815 - 0830	3	0	12	-	0	15	32	4	4	-	0	40	14	259	4	-	2	279	15	290	20	-	0	325	659
Total	6	8	90	0	0	104	146	11	36	0	0	193	35	861	9	0	4	909	55	1064	79	0	1	1199	2405
Approach %	5.77	7.69	86.54	0.00	0.00	-	75.65	5.70	18.65	0.00	0.00	-	3.85	94.72	0.99	0.00	0.44	-	4.59	88.74	6.59	0.00	0.08	-	
PHF	0.50	0.50	0.70	0.00	0.00	**0.72**	0.83	0.69	0.75	0.00	0.00	**0.80**	0.63	0.83	0.56	0.00	0.50	**0.81**	0.81	0.92	0.99	0.00	0.25	**0.92**	**0.91**

Passenger Vehicles (1-3)

	Northbound						Southbound						Eastbound						Westbound						
	Michael Blake Boulevard (South)						Michael Blake Boulevard (North)						FL-434 (West)						FL-434 (East)						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	2.1	2.2	2.3		2.4	Total	2.5	2.6	2.7		2.8	Total	2.9	2.10	2.11		2.12	Total	2.13	2.14	2.15		2.16	Total	Total
0730 - 0745	1	0	25	-	0	26	36	0	9	-	0	45	8	209	2	-	1	220	7	276	20	-	1	304	595
0745 - 0800	0	4	28	-	0	32	44	4	12	-	0	60	8	176	2	-	0	186	9	249	20	-	0	278	556
0800 - 0815	2	4	11	-	0	17	33	3	11	-	0	47	5	192	1	-	1	199	13	226	19	-	0	258	521
0815 - 0830	3	0	8	-	0	11	32	4	4	-	0	40	14	252	4	-	2	272	11	279	20	-	0	310	633
Total	6	8	72	0	0	86	145	11	36	0	0	192	35	829	9	0	4	877	40	1030	79	0	1	1150	2305
Approach %	6.98	9.30	83.72	0.00	0.00	-	75.52	5.73	18.75	0.00	0.00	-	3.99	94.53	1.03	0.00	0.46	-	3.48	89.57	6.87	0.00	0.09	-	
PHF	0.50	0.50	0.64	0.00	0.00	**0.67**	0.82	0.69	0.75	0.00	0.00	**0.80**	0.63	0.82	0.56	0.00	0.50	**0.81**	0.77	0.92	0.99	0.00	0.25	**0.93**	**0.91**

Single Unit Trucks (4-7)

	Northbound						Southbound						Eastbound						Westbound						
	Michael Blake Boulevard (South)						Michael Blake Boulevard (North)						FL-434 (West)						FL-434 (East)						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	2.1	2.2	2.3		2.4	Total	2.5	2.6	2.7		2.8	Total	2.9	2.10	2.11		2.12	Total	2.13	2.14	2.15		2.16	Total	Total
0730 - 0745	0	0	2	-	0	2	1	0	0	-	0	1	0	5	0	-	0	5	3	5	0	-	0	8	16
0745 - 0800	0	0	4	-	0	4	0	0	0	-	0	0	0	7	0	-	0	7	4	6	0	-	0	10	21
0800 - 0815	0	0	7	-	0	7	0	0	0	-	0	0	0	8	0	-	0	8	3	3	0	-	0	6	21
0815 - 0830	0	0	4	-	0	4	0	0	0	-	0	0	0	4	0	-	0	4	4	8	0	-	0	12	20
Total	0	0	17	0	0	17	1	0	0	0	0	1	0	24	0	0	0	24	14	22	0	0	0	36	78
Approach %	0.00	0.00	100.00	0.00	0.00	-	100.00	0.00	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	38.89	61.11	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.61	0.00	0.00	**0.61**	0.25	0.00	0.00	0.00	0.00	**0.25**	0.00	0.75	0.00	0.00	0.00	**0.75**	0.88	0.69	0.00	0.00	0.00	**0.75**	**0.93**

Combination Trucks (8-13)

	Northbound						Southbound						Eastbound						Westbound						
	Michael Blake Boulevard (South)						Michael Blake Boulevard (North)						FL-434 (West)						FL-434 (East)						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	2.1	2.2	2.3		2.4	Total	2.5	2.6	2.7		2.8	Total	2.9	2.10	2.11		2.12	Total	2.13	2.14	2.15		2.16	Total	Total
0730 - 0745	0	0	1	-	0	1	0	0	0	-	0	0	0	2	0	-	0	2	0	3	0	-	0	3	6
0745 - 0800	0	0	0	-	0	0	0	0	0	-	0	0	0	2	0	-	0	2	0	1	0	-	0	1	3
0800 - 0815	0	0	0	-	0	0	0	0	0	-	0	0	0	1	0	-	0	1	1	5	0	-	0	6	7
0815 - 0830	0	0	0	-	0	0	0	0	0	-	0	0	0	3	0	-	0	3	0	3	0	-	0	3	6
Total	0	0	1	0	0	1	0	0	0	0	0	0	0	8	0	0	0	8	1	12	0	0	0	13	22
Approach %	0.00	0.00	100.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	7.69	92.31	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.25	0.00	0.00	**0.25**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.67	0.00	0.00	0.00	**0.67**	0.25	0.60	0.00	0.00	0.00	**0.54**	**0.79**

Bicycles

	Northbound						Southbound						Eastbound						Westbound						
	Michael Blake Boulevard (South)						Michael Blake Boulevard (North)						FL-434 (West)						FL-434 (East)						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	2.1	2.2	2.3		2.4	Total	2.5	2.6	2.7		2.8	Total	2.9	2.10	2.11		2.12	Total	2.13	2.14	2.15		2.16	Total	Total
0730 - 0745	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0745 - 0800	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0800 - 0815	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0815 - 0830	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**

Peak Hour Turning Movement Count

Winter Springs, FL

Click here for Map

Marr Traffic DATA COLLECTION

www.marrtraffic.com



All vehicles

	Northbound						Southbound						Eastbound						Westbound						
	Michael Blake Boulevard (South)						Michael Blake Boulevard (North)						FL-434 (West)						FL-434 (East)						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	2.1	2.2	2.3		2.4	Total	2.5	2.6	2.7		2.8	Total	2.9	2.10	2.11		2.12	Total	2.13	2.14	2.15		2.16	Total	Total
1700 - 1715	4	4	27	-	0	35	26	3	14	-	0	43	8	265	5	-	4	282	7	257	25	-	0	289	649
1715 - 1730	1	5	22	-	0	28	22	4	8	-	0	34	14	287	4	-	0	305	7	302	30	-	0	339	706
1730 - 1745	2	0	18	-	0	20	16	1	8	-	0	25	21	260	8	-	1	290	12	281	24	-	0	317	652
1745 - 1800	3	1	18	-	0	22	25	7	8	-	0	40	8	235	4	-	7	254	11	261	36	-	1	309	625
Total	10	10	85	0	0	105	89	15	38	0	0	142	51	1047	21	0	12	1131	37	1101	115	0	1	1254	2632
Approach %	9.52	9.52	80.95	0.00	0.00	-	62.68	10.56	26.76	0.00	0.00	-	4.51	92.57	1.86	0.00	1.06	-	2.95	87.80	9.17	0.00	0.08	-	
PHF	0.63	0.50	0.79	0.00	0.00	**0.75**	0.86	0.54	0.68	0.00	0.00	**0.83**	0.61	0.91	0.66	0.00	0.43	**0.93**	0.77	0.91	0.80	0.00	0.25	**0.92**	**0.93**

Passenger Vehicles (1-3)

	Northbound						Southbound						Eastbound						Westbound						
	Michael Blake Boulevard (South)						Michael Blake Boulevard (North)						FL-434 (West)						FL-434 (East)						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	2.1	2.2	2.3		2.4	Total	2.5	2.6	2.7		2.8	Total	2.9	2.10	2.11		2.12	Total	2.13	2.14	2.15		2.16	Total	Total
1700 - 1715	4	3	26	-	0	33	26	3	14	-	0	43	8	261	4	-	4	277	7	247	25	-	0	279	632
1715 - 1730	1	5	22	-	0	28	22	4	8	-	0	34	14	282	4	-	0	300	7	294	29	-	0	330	692
1730 - 1745	2	0	18	-	0	20	15	1	8	-	0	24	21	257	8	-	1	287	12	278	24	-	0	314	645
1745 - 1800	2	1	18	-	0	21	25	7	8	-	0	40	8	233	4	-	7	252	11	258	36	-	1	306	619
Total	9	9	84	0	0	102	88	15	38	0	0	141	51	1033	20	0	12	1116	37	1077	114	0	1	1229	2588
Approach %	8.82	8.82	82.35	0.00	0.00	-	62.41	10.64	26.95	0.00	0.00	-	4.57	92.56	1.79	0.00	1.08	-	3.01	87.63	9.28	0.00	0.08	-	
PHF	0.56	0.45	0.81	0.00	0.00	**0.77**	0.85	0.54	0.68	0.00	0.00	**0.82**	0.61	0.92	0.63	0.00	0.43	**0.93**	0.77	0.92	0.79	0.00	0.25	**0.93**	**0.93**

Single Unit Trucks (4-7)

	Northbound						Southbound						Eastbound						Westbound						
	Michael Blake Boulevard (South)						Michael Blake Boulevard (North)						FL-434 (West)						FL-434 (East)						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	2.1	2.2	2.3		2.4	Total	2.5	2.6	2.7		2.8	Total	2.9	2.10	2.11		2.12	Total	2.13	2.14	2.15		2.16	Total	Total
1700 - 1715	0	0	1	-	0	1	0	0	0	-	0	0	0	3	1	-	0	4	0	10	0	-	0	10	15
1715 - 1730	0	0	0	-	0	0	0	0	0	-	0	0	0	2	0	-	0	2	0	7	1	-	0	8	10
1730 - 1745	0	0	0	-	0	0	1	0	0	-	0	1	0	2	0	-	0	2	0	3	0	-	0	3	6
1745 - 1800	1	0	0	-	0	1	0	0	0	-	0	0	0	2	0	-	0	2	0	3	0	-	0	3	6
Total	1	0	1	0	0	2	1	0	0	0	0	1	0	9	1	0	0	10	0	23	1	0	0	24	37
Approach %	50.00	0.00	50.00	0.00	0.00	-	100.00	0.00	0.00	0.00	0.00	-	0.00	90.00	10.00	0.00	0.00	-	0.00	95.83	4.17	0.00	0.00	-	
PHF	0.25	0.00	0.25	0.00	0.00	**0.50**	0.25	0.00	0.00	0.00	0.00	**0.25**	0.00	0.75	0.25	0.00	0.00	**0.63**	0.00	0.58	0.25	0.00	0.00	**0.60**	**0.62**

Combination Trucks (8-13)

	Northbound						Southbound						Eastbound						Westbound						
	Michael Blake Boulevard (South)						Michael Blake Boulevard (North)						FL-434 (West)						FL-434 (East)						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	2.1	2.2	2.3		2.4	Total	2.5	2.6	2.7		2.8	Total	2.9	2.10	2.11		2.12	Total	2.13	2.14	2.15		2.16	Total	Total
1700 - 1715	0	0	0	-	0	0	0	0	0	-	0	0	0	1	0	-	0	1	0	0	0	-	0	0	1
1715 - 1730	0	0	0	-	0	0	0	0	0	-	0	0	0	3	0	-	0	3	0	1	0	-	0	1	4
1730 - 1745	0	0	0	-	0	0	0	0	0	-	0	0	0	1	0	-	0	1	0	0	0	-	0	0	1
1745 - 1800	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	5	0	1	0	0	0	1	6
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.42	0.00	0.00	0.00	**0.42**	0.00	0.25	0.00	0.00	0.00	**0.25**	**0.38**

Bicycles

	Northbound						Southbound						Eastbound						Westbound						
	Michael Blake Boulevard (South)						Michael Blake Boulevard (North)						FL-434 (West)						FL-434 (East)						
	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Left	Thru	Right		U-Turn	App	Int
Time	2.1	2.2	2.3		2.4	Total	2.5	2.6	2.7		2.8	Total	2.9	2.10	2.11		2.12	Total	2.13	2.14	2.15		2.16	Total	Total
1700 - 1715	0	1	0	-	0	1	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	1
1715 - 1730	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1730 - 1745	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
1745 - 1800	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
Total	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Approach %	0.00	100.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.00	0.25	0.00	0.00	0.00	**0.25**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.25**

Classified Turn Movement Count || All vehicles

Marr Traffic DATA COLLECTION

Winter Springs, FL

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Site 2
Michael Blake Boulevard (South)
Michael Blake Boulevard (North)
FL-434 (West)
FL-434 (East)

Date
Thursday, October 16, 2025

Lat/Long
28.694716°, -81.260520°
Click here for Map

Weather
Fair
74°F
Click here for Detailed Weather

0700 - 0900 (Weekday 2h Session) (10-16-2025)
All vehicles

	Northbound					Southbound					Eastbound					Westbound					
	Michael Blake Boulevard (South)					Michael Blake Boulevard (North)					FL-434 (West)					FL-434 (East)					
TIME	Left 2.1	Thru 2.2	Right 2.3	U-Turn 2.4	App Total	Left 2.5	Thru 2.6	Right 2.7	U-Turn 2.8	App Total	Left 2.9	Thru 2.10	Right 2.11	U-Turn 2.12	App Total	Left 2.13	Thru 2.14	Right 2.15	U-Turn 2.16	App Total	Int Total
0700 - 0715	1	5	16	0	22	37	0	14	0	51	16	189	1	0	206	8	196	31	0	235	514
0715 - 0730	2	2	19	0	23	35	0	12	0	47	7	228	2	2	239	9	221	11	0	241	550
0730 - 0745	1	0	28	0	29	37	0	9	0	46	8	216	2	1	227	10	284	20	1	315	617
0745 - 0800	0	4	32	0	36	44	4	12	0	60	8	185	2	0	195	13	256	20	0	289	580
Hourly Total	4	11	95	0	**110**	153	4	47	0	**204**	39	818	7	3	**867**	40	957	82	1	**1080**	**2261**
0800 - 0815	2	4	18	0	24	33	3	11	0	47	5	201	1	1	208	17	234	19	0	270	549
0815 - 0830	3	0	12	0	15	32	4	4	0	40	14	259	4	2	279	15	290	20	0	325	659
0830 - 0845	2	5	11	0	18	22	5	6	0	33	15	220	4	0	239	18	242	26	0	286	576
0845 - 0900	2	2	22	0	26	24	3	11	0	38	13	193	3	2	211	12	213	33	0	258	533
Hourly Total	9	11	63	0	**83**	111	15	32	0	**158**	47	873	12	5	**937**	62	979	98	0	**1139**	**2317**
Grand Total	13	22	158	0	**193**	264	19	79	0	**362**	86	1691	19	8	**1804**	102	1936	180	1	**2219**	**4578**
Approach %	6.74	11.40	81.87	0.00	-	72.93	5.25	21.82	0.00	-	4.77	93.74	1.05	0.44	-	4.60	87.25	8.11	0.06	-	
Intersection %	0.28	0.48	3.45	0.00	4.22	5.77	0.42	1.73	0.00	7.91	1.88	36.94	0.42	0.17	39.41	2.23	42.29	3.93	0.02	48.47	
Heavy Vehicle %	23	0	18	-	**17**	1	0	1	-	**1**	2	4	0	0	**4**	26	3	1	0	**4**	**4**
PHF	0.50	0.50	0.70	0.00	**0.72**	0.83	0.69	0.75	0.00	**0.80**	0.63	0.83	0.56	0.50	**0.81**	0.81	0.92	0.99	0.25	**0.92**	**0.91**
Peak Hour Total	6	8	90	0	**104**	146	11	36	0	**193**	35	861	9	4	**909**	55	1064	79	1	**1199**	**2405**
Peak Hour HV %	0	0	20	0	**17**	1	0	0	0	**1**	0	4	0	0	**4**	27	3	0	0	**4**	**4**

1600 - 1800 (Weekday 2h Session) (10-16-2025)
All vehicles

	Northbound					Southbound					Eastbound					Westbound					
	Michael Blake Boulevard (South)					Michael Blake Boulevard (North)					FL-434 (West)					FL-434 (East)					
TIME	Left 2.1	Thru 2.2	Right 2.3	U-Turn 2.4	App Total	Left 2.5	Thru 2.6	Right 2.7	U-Turn 2.8	App Total	Left 2.9	Thru 2.10	Right 2.11	U-Turn 2.12	App Total	Left 2.13	Thru 2.14	Right 2.15	U-Turn 2.16	App Total	Int Total
1600 - 1615	2	4	20	0	26	14	2	7	0	23	14	213	4	8	239	12	220	32	1	265	553
1615 - 1630	7	11	36	0	54	23	4	8	0	35	11	207	3	5	226	7	192	20	0	219	534
1630 - 1645	3	0	23	0	26	20	1	8	0	29	11	236	2	6	255	11	245	17	1	274	584
1645 - 1700	6	2	14	0	22	25	1	6	0	32	17	220	1	1	239	8	259	29	0	296	589
Hourly Total	18	17	93	0	**128**	82	8	29	0	**119**	53	876	10	20	**959**	38	916	98	2	**1054**	**2260**
1700 - 1715	4	4	27	0	35	26	3	14	0	43	8	265	5	4	282	7	257	25	0	289	649
1715 - 1730	1	5	22	0	28	22	4	8	0	34	14	287	4	0	305	7	302	30	0	339	706
1730 - 1745	2	0	18	0	20	16	1	8	0	25	21	260	8	1	290	12	281	24	0	317	652
1745 - 1800	3	1	18	0	22	25	7	8	0	40	8	235	4	7	254	11	261	36	1	309	625
Hourly Total	10	10	85	0	**105**	89	15	38	0	**142**	51	1047	21	12	**1131**	37	1101	115	1	**1254**	**2632**
Grand Total	28	27	178	0	**233**	171	23	67	0	**261**	104	1923	31	32	**2090**	75	2017	213	3	**2308**	**4892**
Approach %	12.02	11.59	76.39	0.00	-	65.52	8.81	25.67	0.00	-	4.98	92.01	1.48	1.53	-	3.25	87.39	9.23	0.13	-	
Intersection %	0.57	0.55	3.64	0.00	4.76	3.50	0.47	1.37	0.00	5.34	2.13	39.31	0.63	0.65	42.72	1.53	41.23	4.35	0.06	47.18	
Heavy Vehicle %	7	0	3	-	**3**	1	0	0	-	**1**	0	2	3	0	**2**	1	3	1	0	**3**	**2**
PHF	0.63	0.50	0.79	0.00	**0.75**	0.86	0.54	0.68	0.00	**0.83**	0.61	0.91	0.66	0.43	**0.93**	0.77	0.91	0.80	0.25	**0.92**	**0.93**
Peak Hour Total	10	10	85	0	**105**	89	15	38	0	**142**	51	1047	21	12	**1131**	37	1101	115	1	**1254**	**2632**
Peak Hour HV %	10	0	1	0	**2**	1	0	0	0	**1**	0	1	5	0	**1**	0	2	1	0	**2**	**2**

Classified Turn Movement Count || Passenger Vehicles (1-3)

Marr Traffic DATA COLLECTION

Winter Springs, FL

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Michael Blake Boulevard (North)
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0700 - 0900 (Weekday 2h Session) (10-16-2025)
Passenger Vehicles (1-3)

	Northbound					Southbound					Eastbound					Westbound					
	Michael Blake Boulevard (South)					Michael Blake Boulevard (North)					FL-434 (West)					FL-434 (East)					
	Left	Thru	Right	U-Turn	App	Left	Thru	Right	U-Turn	App	Left	Thru	Right	U-Turn	App	Left	Thru	Right	U-Turn	App	Int
TIME	2.1	2.2	2.3	2.4	Total	2.5	2.6	2.7	2.8	Total	2.9	2.10	2.11	2.12	Total	2.13	2.14	2.15	2.16	Total	Total
0700 - 0715	1	5	15	0	21	37	0	14	0	51	15	183	1	0	199	7	189	31	0	227	498
0715 - 0730	1	2	18	0	21	35	0	12	0	47	7	219	2	2	230	8	216	11	0	235	533
0730 - 0745	1	0	25	0	26	36	0	9	0	45	8	209	2	1	220	7	276	20	1	304	595
0745 - 0800	0	4	28	0	32	44	4	12	0	60	8	176	2	0	186	9	249	20	0	278	556
Hourly Total	3	11	86	0	**100**	152	4	47	0	**203**	38	787	7	3	**835**	31	930	82	1	**1044**	**2182**
0800 - 0815	2	4	11	0	17	33	3	11	0	47	5	192	1	1	199	13	226	19	0	258	521
0815 - 0830	3	0	8	0	11	32	4	4	0	40	14	252	4	2	272	11	279	20	0	310	633
0830 - 0845	1	5	9	0	15	22	5	6	0	33	14	215	4	0	233	13	234	26	0	273	554
0845 - 0900	1	2	15	0	18	23	3	10	0	36	13	183	3	2	201	7	206	31	0	244	499
Hourly Total	7	11	43	0	**61**	110	15	31	0	**156**	46	842	12	5	**905**	44	945	96	0	**1085**	**2207**
Grand Total	10	22	129	0	**161**	262	19	78	0	**359**	84	1629	19	8	**1740**	75	1875	178	1	**2129**	**4389**
Approach %	6.21	13.66	80.12	0.00	-	72.98	5.29	21.73	0.00	-	4.83	93.62	1.09	0.46	-	3.52	88.07	8.36	0.06	-	
Intersection %	0.23	0.50	2.94	0.00	3.67	5.97	0.43	1.78	0.00	8.18	1.91	37.12	0.43	0.18	39.64	1.71	42.72	4.06	0.02	48.51	

1600 - 1800 (Weekday 2h Session) (10-16-2025)
Passenger Vehicles (1-3)

	Northbound					Southbound					Eastbound					Westbound					
	Michael Blake Boulevard (South)					Michael Blake Boulevard (North)					FL-434 (West)					FL-434 (East)					
	Left	Thru	Right	U-Turn	App	Left	Thru	Right	U-Turn	App	Left	Thru	Right	U-Turn	App	Left	Thru	Right	U-Turn	App	Int
TIME	2.1	2.2	2.3	2.4	Total	2.5	2.6	2.7	2.8	Total	2.9	2.10	2.11	2.12	Total	2.13	2.14	2.15	2.16	Total	Total
1600 - 1615	2	4	20	0	26	14	2	7	0	23	14	202	4	8	228	12	213	31	1	257	534
1615 - 1630	7	11	32	0	50	23	4	8	0	35	11	204	3	5	223	7	187	20	0	214	522
1630 - 1645	3	0	23	0	26	20	1	8	0	29	11	232	2	6	251	10	239	17	1	267	573
1645 - 1700	5	2	14	0	21	24	1	6	0	31	17	219	1	1	238	8	243	29	0	280	570
Hourly Total	17	17	89	0	**123**	81	8	29	0	**118**	53	857	10	20	**940**	37	882	97	2	**1018**	**2199**
1700 - 1715	4	3	26	0	33	26	3	14	0	43	8	261	4	4	277	7	247	25	0	279	632
1715 - 1730	1	5	22	0	28	22	4	8	0	34	14	282	4	0	300	7	294	29	0	330	692
1730 - 1745	2	0	18	0	20	15	1	8	0	24	21	257	8	1	287	12	278	24	0	314	645
1745 - 1800	2	1	18	0	21	25	7	8	0	40	8	233	4	7	252	11	258	36	1	306	619
Hourly Total	9	9	84	0	**102**	88	15	38	0	**141**	51	1033	20	12	**1116**	37	1077	114	1	**1229**	**2588**
Grand Total	26	26	173	0	**225**	169	23	67	0	**259**	104	1890	30	32	**2056**	74	1959	211	3	**2247**	**4787**
Approach %	11.56	11.56	76.89	0.00	-	65.25	8.88	25.87	0.00	-	5.06	91.93	1.46	1.56	-	3.29	87.18	9.39	0.13	-	
Intersection %	0.54	0.54	3.61	0.00	4.70	3.53	0.48	1.40	0.00	5.41	2.17	39.48	0.63	0.67	42.95	1.55	40.92	4.41	0.06	46.94	

Classified Turn Movement Count || Single Unit Trucks (4-7)

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Single Unit Trucks (4-7)

	Northbound					Southbound					Eastbound					Westbound					
	Michael Blake Boulevard (South)					Michael Blake Boulevard (North)					FL-434 (West)					FL-434 (East)					
TIME	Left 2.1	Thru 2.2	Right 2.3	U-Turn 2.4	App Total	Left 2.5	Thru 2.6	Right 2.7	U-Turn 2.8	App Total	Left 2.9	Thru 2.10	Right 2.11	U-Turn 2.12	App Total	Left 2.13	Thru 2.14	Right 2.15	U-Turn 2.16	App Total	Int Total
0700 - 0715	0	0	1	0	1	0	0	0	0	0	1	5	0	0	6	1	5	0	0	6	13
0715 - 0730	1	0	1	0	2	0	0	0	0	0	0	9	0	0	9	1	2	0	0	3	14
0730 - 0745	0	0	2	0	2	1	0	0	0	1	0	5	0	0	5	3	5	0	0	8	16
0745 - 0800	0	0	4	0	4	0	0	0	0	0	0	7	0	0	7	4	6	0	0	10	21
Hourly Total	1	0	8	0	**9**	1	0	0	0	**1**	1	26	0	0	**27**	9	18	0	0	**27**	**64**
0800 - 0815	0	0	7	0	7	0	0	0	0	0	0	8	0	0	8	3	3	0	0	6	21
0815 - 0830	0	0	4	0	4	0	0	0	0	0	0	4	0	0	4	4	8	0	0	12	20
0830 - 0845	1	0	2	0	3	0	0	0	0	0	1	4	0	0	5	5	7	0	0	12	20
0845 - 0900	1	0	7	0	8	1	0	1	0	2	0	9	0	0	9	5	6	2	0	13	32
Hourly Total	2	0	20	0	**22**	1	0	1	0	**2**	1	25	0	0	**26**	17	24	2	0	**43**	**93**
Grand Total	3	0	28	0	**31**	2	0	1	0	**3**	2	51	0	0	**53**	26	42	2	0	**70**	**157**
Approach %	9.68	0.00	90.32	0.00	-	66.67	0.00	33.33	0.00	-	3.77	96.23	0.00	0.00	-	37.14	60.00	2.86	0.00	-	
Intersection %	1.91	0.00	17.83	0.00	19.75	1.27	0.00	0.64	0.00	1.91	1.27	32.48	0.00	0.00	33.76	16.56	26.75	1.27	0.00	44.59	

1600 - 1800 (Weekday 2h Session) (10-16-2025)

Single Unit Trucks (4-7)

	Northbound					Southbound					Eastbound					Westbound					
	Michael Blake Boulevard (South)					Michael Blake Boulevard (North)					FL-434 (West)					FL-434 (East)					
TIME	Left 2.1	Thru 2.2	Right 2.3	U-Turn 2.4	App Total	Left 2.5	Thru 2.6	Right 2.7	U-Turn 2.8	App Total	Left 2.9	Thru 2.10	Right 2.11	U-Turn 2.12	App Total	Left 2.13	Thru 2.14	Right 2.15	U-Turn 2.16	App Total	Int Total
1600 - 1615	0	0	0	0	0	0	0	0	0	0	0	5	0	0	5	0	6	1	0	7	12
1615 - 1630	0	0	2	0	2	0	0	0	0	0	0	2	0	0	2	0	5	0	0	5	9
1630 - 1645	0	0	0	0	0	0	0	0	0	0	0	3	0	0	3	1	5	0	0	6	9
1645 - 1700	1	0	0	0	1	1	0	0	0	1	0	1	0	0	1	0	15	0	0	15	18
Hourly Total	1	0	2	0	**3**	1	0	0	0	**1**	0	11	0	0	**11**	1	31	1	0	**33**	**48**
1700 - 1715	0	0	1	0	1	0	0	0	0	0	0	3	1	0	4	0	10	0	0	10	15
1715 - 1730	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	0	7	1	0	8	10
1730 - 1745	0	0	0	0	0	1	0	0	0	1	0	2	0	0	2	0	3	0	0	3	6
1745 - 1800	1	0	0	0	1	0	0	0	0	0	0	2	0	0	2	0	3	0	0	3	6
Hourly Total	1	0	1	0	**2**	1	0	0	0	**1**	0	9	1	0	**10**	0	23	1	0	**24**	**37**
Grand Total	2	0	3	0	**5**	2	0	0	0	**2**	0	20	1	0	**21**	1	54	2	0	**57**	**85**
Approach %	40.00	0.00	60.00	0.00	-	100.00	0.00	0.00	0.00	-	0.00	95.24	4.76	0.00	-	1.75	94.74	3.51	0.00	-	
Intersection %	2.35	0.00	3.53	0.00	5.88	2.35	0.00	0.00	0.00	2.35	0.00	23.53	1.18	0.00	24.71	1.18	63.53	2.35	0.00	67.06	

Classified Turn Movement Count || Combination Trucks (8-13)

Marr Traffic DATA COLLECTION

Winter Springs, FL

www.marrtraffic.com

Site 2
Michael Blake Boulevard (South)
Michael Blake Boulevard (North)
FL-434 (West)
FL-434 (East)

Date
Thursday, October 16, 2025

Lat/Long
28.694716°, -81.260520°
Click here for Map

Weather
Fair
74°F
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0700 - 0900 (Weekday 2h Session) (10-16-2025)

Combination Trucks (8-13)

	Northbound					Southbound					Eastbound					Westbound					
	Michael Blake Boulevard (South)					Michael Blake Boulevard (North)					FL-434 (West)					FL-434 (East)					
TIME	Left 2.1	Thru 2.2	Right 2.3	U-Turn 2.4	App Total	Left 2.5	Thru 2.6	Right 2.7	U-Turn 2.8	App Total	Left 2.9	Thru 2.10	Right 2.11	U-Turn 2.12	App Total	Left 2.13	Thru 2.14	Right 2.15	U-Turn 2.16	App Total	Int Total
0700 - 0715	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	2	0	0	2	3
0715 - 0730	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	3	3
0730 - 0745	0	0	1	0	1	0	0	0	0	0	0	2	0	0	2	0	3	0	0	3	6
0745 - 0800	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	0	1	0	0	1	3
Hourly Total	0	0	1	0	**1**	0	0	0	0	**0**	0	5	0	0	**5**	0	9	0	0	**9**	**15**
0800 - 0815	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	1	5	0	0	6	7
0815 - 0830	0	0	0	0	0	0	0	0	0	0	0	3	0	0	3	0	3	0	0	3	6
0830 - 0845	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	1	0	0	1	2
0845 - 0900	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	1
Hourly Total	0	0	0	0	**0**	0	0	0	0	**0**	0	6	0	0	**6**	1	9	0	0	**10**	**16**
Grand Total	0	0	1	0	**1**	0	0	0	0	**0**	0	11	0	0	**11**	1	18	0	0	**19**	**31**
Approach %	0.00	0.00	100.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	-	5.26	94.74	0.00	0.00	-	
Intersection %	0.00	0.00	3.23	0.00	3.23	0.00	0.00	0.00	0.00	0.00	0.00	35.48	0.00	0.00	35.48	3.23	58.06	0.00	0.00	61.29	

1600 - 1800 (Weekday 2h Session) (10-16-2025)

Combination Trucks (8-13)

	Northbound					Southbound					Eastbound					Westbound					
	Michael Blake Boulevard (South)					Michael Blake Boulevard (North)					FL-434 (West)					FL-434 (East)					
TIME	Left 2.1	Thru 2.2	Right 2.3	U-Turn 2.4	App Total	Left 2.5	Thru 2.6	Right 2.7	U-Turn 2.8	App Total	Left 2.9	Thru 2.10	Right 2.11	U-Turn 2.12	App Total	Left 2.13	Thru 2.14	Right 2.15	U-Turn 2.16	App Total	Int Total
1600 - 1615	0	0	0	0	0	0	0	0	0	0	0	6	0	0	6	0	1	0	0	1	7
1615 - 1630	0	0	2	0	2	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	3
1630 - 1645	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	1	0	0	1	2
1645 - 1700	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	1
Hourly Total	0	0	2	0	**2**	0	0	0	0	**0**	0	8	0	0	**8**	0	3	0	0	**3**	**13**
1700 - 1715	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	1
1715 - 1730	0	0	0	0	0	0	0	0	0	0	0	3	0	0	3	0	1	0	0	1	4
1730 - 1745	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	1
1745 - 1800	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	**0**	0	0	0	0	**0**	0	5	0	0	**5**	0	1	0	0	**1**	**6**
Grand Total	0	0	2	0	**2**	0	0	0	0	**0**	0	13	0	0	**13**	0	4	0	0	**4**	**19**
Approach %	0.00	0.00	100.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	-	0.00	100.00	0.00	0.00	-	
Intersection %	0.00	0.00	10.53	0.00	10.53	0.00	0.00	0.00	0.00	0.00	0.00	68.42	0.00	0.00	68.42	0.00	21.05	0.00	0.00	21.05	

Classified Turn Movement Count || Bicycles

Marr Traffic DATA COLLECTION

Winter Springs, FL

www.marrtraffic.com

Site 2
Michael Blake Boulevard (South)
Michael Blake Boulevard (North)
FL-434 (West)
FL-434 (East)

Date
Thursday, October 16, 2025

Lat/Long
28.694716°, -81.260520°
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Weather
Fair
74°F
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0700 - 0900 (Weekday 2h Session) (10-16-2025)

Bicycles

	Northbound					Southbound					Eastbound					Westbound					
	Michael Blake Boulevard (South)					Michael Blake Boulevard (North)					FL-434 (West)					FL-434 (East)					
	Left	Thru	Right	U-Turn	App	Left	Thru	Right	U-Turn	App	Left	Thru	Right	U-Turn	App	Left	Thru	Right	U-Turn	App	Int
TIME	2.1	2.2	2.3	2.4	Total	2.5	2.6	2.7	2.8	Total	2.9	2.10	2.11	2.12	Total	2.13	2.14	2.15	2.16	Total	Total
0700 - 0715	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0715 - 0730	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0730 - 0745	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0745 - 0800	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**
0800 - 0815	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0815 - 0830	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0830 - 0845	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0845 - 0900	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	1
Hourly Total	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0	1	0	0	**1**	**1**
Grand Total	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0	1	0	0	**1**	**1**
Approach %	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	-	
Intersection %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	100.00	

1600 - 1800 (Weekday 2h Session) (10-16-2025)

Bicycles

	Northbound					Southbound					Eastbound					Westbound					
	Michael Blake Boulevard (South)					Michael Blake Boulevard (North)					FL-434 (West)					FL-434 (East)					
	Left	Thru	Right	U-Turn	App	Left	Thru	Right	U-Turn	App	Left	Thru	Right	U-Turn	App	Left	Thru	Right	U-Turn	App	Int
TIME	2.1	2.2	2.3	2.4	Total	2.5	2.6	2.7	2.8	Total	2.9	2.10	2.11	2.12	Total	2.13	2.14	2.15	2.16	Total	Total
1600 - 1615	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1615 - 1630	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1630 - 1645	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1645 - 1700	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**
1700 - 1715	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
1715 - 1730	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1730 - 1745	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1745 - 1800	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	1	0	0	**1**	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**1**
Grand Total	0	1	0	0	**1**	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**1**
Approach %	0.00	100.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	
Intersection %	0.00	100.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Classified Turn Movement Count || All Trucks (4-13)

Marr Traffic DATA COLLECTION

Winter Springs, FL

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Site 2
Michael Blake Boulevard (South)
Michael Blake Boulevard (North)
FL-434 (West)
FL-434 (East)

Date
Thursday, October 16, 2025

Lat/Long
28.694716°, -81.260520°
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Fair
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0700 - 0900 (Weekday 2h Session) (10-16-2025)
All Trucks (4-13)

	Northbound (Michael Blake Boulevard (South))					Southbound (Michael Blake Boulevard (North))					Eastbound (FL-434 (West))					Westbound (FL-434 (East))					
TIME	Left 2.1	Thru 2.2	Right 2.3	U-Turn 2.4	App Total	Left 2.5	Thru 2.6	Right 2.7	U-Turn 2.8	App Total	Left 2.9	Thru 2.10	Right 2.11	U-Turn 2.12	App Total	Left 2.13	Thru 2.14	Right 2.15	U-Turn 2.16	App Total	Int Total
0700 - 0715	0	0	1	0	1	0	0	0	0	0	1	6	0	0	7	1	7	0	0	8	16
0715 - 0730	1	0	1	0	2	0	0	0	0	0	0	9	0	0	9	1	5	0	0	6	17
0730 - 0745	0	0	3	0	3	1	0	0	0	1	0	7	0	0	7	3	8	0	0	11	22
0745 - 0800	0	0	4	0	4	0	0	0	0	0	0	9	0	0	9	4	7	0	0	11	24
Hourly Total	1	0	9	0	**10**	1	0	0	0	**1**	1	31	0	0	**32**	9	27	0	0	**36**	**79**
0800 - 0815	0	0	7	0	7	0	0	0	0	0	0	9	0	0	9	4	8	0	0	12	28
0815 - 0830	0	0	4	0	4	0	0	0	0	0	0	7	0	0	7	4	11	0	0	15	26
0830 - 0845	1	0	2	0	3	0	0	0	0	0	1	5	0	0	6	5	8	0	0	13	22
0845 - 0900	1	0	7	0	8	1	0	1	0	2	0	10	0	0	10	5	6	2	0	13	33
Hourly Total	2	0	20	0	**22**	1	0	1	0	**2**	1	31	0	0	**32**	18	33	2	0	**53**	**109**
Grand Total	3	0	29	0	**32**	2	0	1	0	**3**	2	62	0	0	**64**	27	60	2	0	**89**	**188**
Approach %	9.38	0.00	90.63	0.00	-	66.67	0.00	33.33	0.00	-	3.13	96.88	0.00	0.00	-	30.34	67.42	2.25	0.00	-	
Intersection %	1.60	0.00	15.43	0.00	17.02	1.06	0.00	0.53	0.00	1.60	1.06	32.98	0.00	0.00	34.04	14.36	31.91	1.06	0.00	47.34	

1600 - 1800 (Weekday 2h Session) (10-16-2025)
All Trucks (4-13)

	Northbound (Michael Blake Boulevard (South))					Southbound (Michael Blake Boulevard (North))					Eastbound (FL-434 (West))					Westbound (FL-434 (East))					
TIME	Left 2.1	Thru 2.2	Right 2.3	U-Turn 2.4	App Total	Left 2.5	Thru 2.6	Right 2.7	U-Turn 2.8	App Total	Left 2.9	Thru 2.10	Right 2.11	U-Turn 2.12	App Total	Left 2.13	Thru 2.14	Right 2.15	U-Turn 2.16	App Total	Int Total
1600 - 1615	0	0	0	0	0	0	0	0	0	0	0	11	0	0	11	0	7	1	0	8	19
1615 - 1630	0	0	4	0	4	0	0	0	0	0	0	3	0	0	3	0	5	0	0	5	12
1630 - 1645	0	0	0	0	0	0	0	0	0	0	0	4	0	0	4	1	6	0	0	7	11
1645 - 1700	1	0	0	0	1	1	0	0	0	1	0	1	0	0	1	0	16	0	0	16	19
Hourly Total	1	0	4	0	**5**	1	0	0	0	**1**	0	19	0	0	**19**	1	34	1	0	**36**	**61**
1700 - 1715	0	0	1	0	1	0	0	0	0	0	0	4	1	0	5	0	10	0	0	10	16
1715 - 1730	0	0	0	0	0	0	0	0	0	0	0	5	0	0	5	0	8	1	0	9	14
1730 - 1745	0	0	0	0	0	1	0	0	0	1	0	3	0	0	3	0	3	0	0	3	7
1745 - 1800	1	0	0	0	1	0	0	0	0	0	0	2	0	0	2	0	3	0	0	3	6
Hourly Total	1	0	1	0	**2**	1	0	0	0	**1**	0	14	1	0	**15**	0	24	1	0	**25**	**43**
Grand Total	2	0	5	0	**7**	2	0	0	0	**2**	0	33	1	0	**34**	1	58	2	0	**61**	**104**
Approach %	28.57	0.00	71.43	0.00	-	100.00	0.00	0.00	0.00	-	0.00	97.06	2.94	0.00	-	1.64	95.08	3.28	0.00	-	
Intersection %	1.92	0.00	4.81	0.00	6.73	1.92	0.00	0.00	0.00	1.92	0.00	31.73	0.96	0.00	32.69	0.96	55.77	1.92	0.00	58.65	

Crosswalk Counts || Pedestrians

Marr Traffic DATA COLLECTION

Winter Springs, FL

www.marrtraffic.com

Site 2
Michael Blake Boulevard (South)
Michael Blake Boulevard (North)
FL-434 (West)
FL-434 (East)

Date
Thursday, October 16, 2025

Lat/Long
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0700 - 0900 (Weekday 2h Session) (10-16-2025)
Pedestrians

	Northbound			Southbound			Eastbound			Westbound			
	Michael Blake Boulevard (South)			Michael Blake Boulevard (North)			FL-434 (West)			FL-434 (East)			
TIME	EB 2a	WB 2b	App Total	EB 2c	WB 2d	App Total	NB 2e	SB 2f	App Total	NB 2g	SB 2h	App Total	Int Total
0700 - 0715	0	0	0	0	0	0	0	0	0	0	0	0	0
0715 - 0730	0	0	0	0	0	0	0	0	0	0	0	0	0
0730 - 0745	0	0	0	0	0	0	0	0	0	0	0	0	0
0745 - 0800	0	0	0	0	1	1	0	0	0	0	0	0	1
Hourly Total	0	0	**0**	0	1	**1**	0	0	**0**	0	0	**0**	**1**
0800 - 0815	0	0	0	0	0	0	0	0	0	0	0	0	0
0815 - 0830	0	0	0	0	0	0	0	0	0	0	0	0	0
0830 - 0845	0	0	0	0	0	0	0	0	0	0	0	0	0
0845 - 0900	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**	**0**
Grand Total	0	0	**0**	0	1	**1**	0	0	**0**	0	0	**0**	**1**
Approach %	0.00	0.00	-	0.00	100.00	-	0.00	0.00	-	0.00	0.00	-	
Intersection %	0.00	0.00	0.00	0.00	100.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	

1600 - 1800 (Weekday 2h Session) (10-16-2025)
Pedestrians

	Northbound			Southbound			Eastbound			Westbound			
	Michael Blake Boulevard (South)			Michael Blake Boulevard (North)			FL-434 (West)			FL-434 (East)			
TIME	EB 2a	WB 2b	App Total	EB 2c	WB 2d	App Total	NB 2e	SB 2f	App Total	NB 2g	SB 2h	App Total	Int Total
1600 - 1615	0	0	0	0	0	0	0	0	0	0	0	0	0
1615 - 1630	0	0	0	0	0	0	0	0	0	0	0	0	0
1630 - 1645	0	0	0	0	0	0	0	0	0	0	0	0	0
1645 - 1700	0	1	1	0	0	0	1	0	1	0	0	0	2
Hourly Total	0	1	**1**	0	0	**0**	1	0	**1**	0	0	**0**	**2**
1700 - 1715	0	0	0	0	0	0	0	0	0	0	0	0	0
1715 - 1730	0	0	0	0	0	0	0	0	0	0	0	0	0
1730 - 1745	0	0	0	0	0	0	0	0	0	0	0	0	0
1745 - 1800	0	0	0	1	0	1	0	0	0	0	0	0	1
Hourly Total	0	0	**0**	1	0	**1**	0	0	**0**	0	0	**0**	**1**
Grand Total	0	1	**1**	1	0	**1**	1	0	**1**	0	0	**0**	**3**
Approach %	0.00	100.00	-	100.00	0.00	-	100.00	0.00	-	0.00	0.00	-	
Intersection %	0.00	33.33	33.33	33.33	0.00	33.33	33.33	0.00	33.33	0.00	0.00	0.00	

Crosswalk Counts || Bicycles

Marr Traffic DATA COLLECTION

Winter Springs, FL

www.marrtraffic.com

Site 2
Michael Blake Boulevard (South)
Michael Blake Boulevard (North)
FL-434 (West)
FL-434 (East)

Date
Thursday, October 16, 2025

Lat/Long
28.694716°, -81.260520°
Click here for Map

Weather
Fair
74°F
Click here for Detailed Weather

0700 - 0900 (Weekday 2h Session) (10-16-2025)
Bicycles

	Northbound			Southbound			Eastbound			Westbound			
	Michael Blake Boulevard (South)			Michael Blake Boulevard (North)			FL-434 (West)			FL-434 (East)			
TIME	EB 2a	WB 2b	App Total	EB 2c	WB 2d	App Total	NB 2e	SB 2f	App Total	NB 2g	SB 2h	App Total	Int Total
0700 - 0715	0	0	0	0	0	0	0	0	0	1	0	1	1
0715 - 0730	0	0	0	0	0	0	0	0	0	0	0	0	0
0730 - 0745	0	0	0	0	0	0	0	0	0	0	0	0	0
0745 - 0800	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	**0**	0	0	**0**	0	0	**0**	1	0	**1**	**1**
0800 - 0815	0	0	0	0	0	0	0	0	0	0	0	0	0
0815 - 0830	0	0	0	0	0	0	0	0	0	0	0	0	0
0830 - 0845	0	0	0	0	0	0	0	0	0	0	0	0	0
0845 - 0900	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**	**0**
Grand Total	0	0	**0**	0	0	**0**	0	0	**0**	1	0	**1**	**1**
Approach %	0.00	0.00	-	0.00	0.00	-	0.00	0.00	-	100.00	0.00	-	
Intersection %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	100.00	

1600 - 1800 (Weekday 2h Session) (10-16-2025)
Bicycles

	Northbound			Southbound			Eastbound			Westbound			
	Michael Blake Boulevard (South)			Michael Blake Boulevard (North)			FL-434 (West)			FL-434 (East)			
TIME	EB 2a	WB 2b	App Total	EB 2c	WB 2d	App Total	NB 2e	SB 2f	App Total	NB 2g	SB 2h	App Total	Int Total
1600 - 1615	0	0	0	0	0	0	0	0	0	0	0	0	0
1615 - 1630	0	1	1	0	0	0	0	0	0	0	0	0	1
1630 - 1645	0	0	0	1	0	1	0	0	0	0	0	0	1
1645 - 1700	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	1	**1**	1	0	**1**	0	0	**0**	0	0	**0**	**2**
1700 - 1715	0	0	0	0	0	0	0	0	0	0	0	0	0
1715 - 1730	0	0	0	0	0	0	0	0	0	1	0	1	1
1730 - 1745	0	0	0	0	0	0	0	0	0	0	0	0	0
1745 - 1800	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	**0**	0	0	**0**	0	0	**0**	1	0	**1**	**1**
Grand Total	0	1	**1**	1	0	**1**	0	0	**0**	1	0	**1**	**3**
Approach %	0.00	100.00	-	100.00	0.00	-	0.00	0.00	-	100.00	0.00	-	
Intersection %	0.00	33.33	33.33	33.33	0.00	33.33	0.00	0.00	0.00	33.33	0.00	33.33	

Crosswalk Counts || Motorized Vehicles

Marr Traffic DATA COLLECTION

Winter Springs, FL

www.marrtraffic.com

Site 2
Michael Blake Boulevard (South)
Michael Blake Boulevard (North)
FL-434 (West)
FL-434 (East)

Date
Thursday, October 16, 2025

Lat/Long
28.694716°, -81.260520°
Click here for Map

Weather
Fair
74°F
Click here for Detailed Weather

0700 - 0900 (Weekday 2h Session) (10-16-2025)
Motorized Vehicles

	Northbound			Southbound			Eastbound			Westbound			
	Michael Blake Boulevard (South)			Michael Blake Boulevard (North)			FL-434 (West)			FL-434 (East)			
TIME	EB 2a	WB 2b	App Total	EB 2c	WB 2d	App Total	NB 2e	SB 2f	App Total	NB 2g	SB 2h	App Total	Int Total
0700 - 0715	0	0	0	0	0	0	0	0	0	0	0	0	0
0715 - 0730	0	0	0	0	0	0	0	0	0	0	0	0	0
0730 - 0745	0	0	0	0	0	0	0	0	0	0	0	0	0
0745 - 0800	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**	**0**
0800 - 0815	0	0	0	0	0	0	0	0	0	0	0	0	0
0815 - 0830	0	0	0	0	0	0	0	0	0	0	0	0	0
0830 - 0845	0	0	0	0	0	0	0	0	0	0	0	0	0
0845 - 0900	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**	**0**
Grand Total	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**	**0**
Approach %	0.00	0.00	-	0.00	0.00	-	0.00	0.00	-	0.00	0.00	-	
Intersection %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

1600 - 1800 (Weekday 2h Session) (10-16-2025)
Motorized Vehicles

	Northbound			Southbound			Eastbound			Westbound			
	Michael Blake Boulevard (South)			Michael Blake Boulevard (North)			FL-434 (West)			FL-434 (East)			
TIME	EB 2a	WB 2b	App Total	EB 2c	WB 2d	App Total	NB 2e	SB 2f	App Total	NB 2g	SB 2h	App Total	Int Total
1600 - 1615	0	0	0	0	0	0	0	0	0	0	0	0	0
1615 - 1630	0	0	0	0	0	0	0	0	0	0	0	0	0
1630 - 1645	0	0	0	0	0	0	0	0	0	0	0	0	0
1645 - 1700	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**	**0**
1700 - 1715	0	0	0	0	0	0	0	0	0	0	0	0	0
1715 - 1730	0	0	0	0	0	0	0	0	0	0	0	0	0
1730 - 1745	0	0	0	0	0	0	0	0	0	0	0	0	0
1745 - 1800	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**	**0**
Grand Total	0	0	**0**	0	0	**0**	0	0	**0**	0	0	**0**	**0**
Approach %	0.00	0.00	-	0.00	0.00	-	0.00	0.00	-	0.00	0.00	-	
Intersection %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Start Date: 10/16/2025	FL-434 (West) Eastbound			FL-434 (East) Westbound			Michael Blake Boulevard (South) Northbound			Michael Blake Boulevard (North) Southbound			
Time	**EBL**	**EBT**	**EBR**	**WBL**	**WBT**	**WBR**	**NBL**	**NBT**	**NBR**	**SBL**	**SBT**	**SBR**	**Total**
15 Minute Totals													
12:00 AM - 12:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 AM - 12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 AM - 12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 AM - 01:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 AM - 01:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 AM - 01:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 AM - 01:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 AM - 02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 AM - 02:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15 AM - 02:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 AM - 02:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45 AM - 03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 AM - 03:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:15 AM - 03:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30 AM - 03:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:45 AM - 04:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 AM - 04:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:15 AM - 04:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30 AM - 04:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:45 AM - 05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00 AM - 05:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:15 AM - 05:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:30 AM - 05:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:45 AM - 06:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00 AM - 06:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:15 AM - 06:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:30 AM - 06:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:45 AM - 07:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00 AM - 07:15 AM	16	189	1	8	196	31	1	5	16	37	0	14	514
07:15 AM - 07:30 AM	7	228	2	9	221	11	2	2	19	35	0	12	548
07:30 AM - 07:45 AM	8	216	2	10	284	20	1	0	28	37	0	9	615
07:45 AM - 08:00 AM	8	185	2	13	256	20	0	4	32	44	4	12	580
08:00 AM - 08:15 AM	5	201	1	17	234	19	2	4	18	33	3	11	548
08:15 AM - 08:30 AM	14	259	4	15	290	20	3	0	12	32	4	4	657
08:30 AM - 08:45 AM	15	220	4	18	242	26	2	5	11	22	5	6	576
08:45 AM - 09:00 AM	13	193	3	12	213	33	2	2	22	24	3	11	531
09:00 AM - 09:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 AM - 09:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 AM - 09:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 AM - 10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM - 10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 AM - 10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 AM - 10:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 AM - 11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM - 11:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 AM - 11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 AM - 11:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 AM - 12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM - 12:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 PM - 12:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 PM - 12:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 PM - 01:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 PM - 01:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 PM - 01:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 PM - 01:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 PM - 02:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 PM - 02:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15 PM - 02:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30 PM - 02:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45 PM - 03:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 PM - 03:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:15 PM - 03:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30 PM - 03:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
03:45 PM - 04:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 PM - 04:15 PM	14	213	4	12	220	32	2	4	20	14	2	7	544
04:15 PM - 04:30 PM	11	207	3	7	192	20	7	11	36	23	4	8	529
04:30 PM - 04:45 PM	11	236	2	11	245	17	3	0	23	20	1	8	577
04:45 PM - 05:00 PM	17	220	1	8	259	29	6	2	14	25	1	6	588
05:00 PM - 05:15 PM	8	265	5	7	257	25	4	4	27	26	3	14	645
05:15 PM - 05:30 PM	14	287	4	7	302	30	1	5	22	22	4	8	706
05:30 PM - 05:45 PM	21	260	8	12	281	24	2	0	18	16	1	8	651
05:45 PM - 06:00 PM	8	235	4	11	261	36	3	1	18	25	7	8	617
06:00 PM - 06:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:15 PM - 06:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:30 PM - 06:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:45 PM - 07:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00 PM - 07:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15 PM - 07:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30 PM - 07:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45 PM - 08:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00 PM - 08:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15 PM - 08:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30 PM - 08:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
08:45 PM - 09:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:00 PM - 09:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 PM - 09:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 PM - 09:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 PM - 10:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM - 10:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 PM - 10:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 PM - 10:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 PM - 11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM - 11:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 PM - 11:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 PM - 11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 PM - 12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0

APPENDIX C:

SEMINOLE COUNTY SIGNAL TIMING PLANS

Seminole County Traffic Engineering Timing Sheet
Intersection: SR 434 @ (37) Michael Blake Blvd

Name	SR 434		Mch Blake		SR 434		Mch Blake									
Direction	WL	ET	NL	SR	EL	WT	ST	NT								
Channel	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Phase/OL	1	2	3	4	5	6	7	8	9	10	11	12	2	4	6	8
Type	OLP	VEH	VEH	VEH	OLP	VEH	VEH	VEH	OLP	OLP	OLP	OLP	PED	PED	PED	PED

Phase Mode	QSeq	Free Action	254
Free Seq	1	Syn Green	
InSync		P2P Pattern	
Comm ID	1366	Node #	23404
Date	February 10, 2025	Done By	SCTE\KMartin

Phase Times

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Min Green	7	15		6	7	15		6								
Passage	3	4		3	3	4		3								
Max 1	30	80		45	30	80		45								
Max 2	30	80		45	30	80		45								
Yellow Clr	5.2	5.2		4.4	5.2	5.2		4.4								
Red Clr	2.6	2.6		3.2	2.6	2.6		3.2								
Walk		7		7		7		7								
Ped Clear		18		30		18		32								
Red Revert	3	3		3	3	3		3								
Added Init																
Max Initial																
Max 3 Limit																
Max 3 Step																
Time B-4																
Cars B-4																
Time to																
Reduce By																
Min Gap																

Alt Phase Times 1

Phase								
Min Green								
Passage								
Max 1								
Max 2								
Yel Clr								
Red Clr								
Walk								
Ped Clr								

Alt Phase Times 2

Phase								
Min Green								
Passage								
Max 1								
Max 2								
Yel Clr								
Red Clr								
Walk								
Ped Clr								

Phase Options

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Enable	✓	✓		✓	✓	✓		✓								
Min Recall		✓				✓										
Max Recall																
Ped Recall																
Soft Recall																
Lock Call		✓				✓										
Flash Ent								✓								
Flash Exit		✓				✓										
Dual Entry		✓				✓										
Sim Gap		✓				✓										
Cond Serv																
Reservice																
Cnf Phase																

Alt Phase Opt 1

Phase	1	2		4	5	6		8
Max 2								
Max Inhibit	✓	✓		✓	✓	✓		✓
Cnf Phase								

Alt Phase Opt 2

Phase	1	2		4	5	6		8
Max 2								
Max Inhibit		✓				✓		
Cnf Phase								

Alt Phase Opt 3

Phase								
Max2								
Max Inhibit								
Cnf Phase								

	Type	Included Phase	Modifier Phase	FYA	Grn	Yel	Red
Overlap - A	FYA-4	1	2	3		5.2	2.6
Overlap - B							
Overlap - C							
Overlap - D							
Overlap - E	FYA-4	5	6	3		5.2	2.6
Overlap - F							
Overlap - G							
Overlap - H							
Overlap - I							
Overlap - J							
Overlap - K							
Overlap - L							
Overlap - M							
Overlap - N							
Overlap - O							
Overlap - P							

Coordination Splits 1-16																	
Split 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Cycle =190	25	97		34	25	97		34									
Seq =2		✓															
Mode		MAX				MAX											
Split 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Cycle =_																	
Seq =_																	
Mode																	
Split 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Cycle =150	20	62		34	20	62		34									
Seq =2		✓															
Mode		MAX				MAX											
Split 4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Cycle =190	25	97		34	25	97		34									
Seq =2		✓															
Mode		MAX				MAX											
Split 5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Cycle =140	18	69		26	18	69		27									
Seq =2		✓															
Mode		MAX				MAX											
Split 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Cycle =120	18	57		22	18	57		23									
Seq =3						✓											
Mode		MAX				MAX											
Split 7	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Cycle =120	18	54		24	18	54		24									
Seq =2		✓															
Mode		MAX				MAX											
Split 8	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Cycle =120	18	57		22	18	57		23									
Seq =3						✓											
Mode		MAX				MAX											
Split 9	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Cycle =120	18	54		24	18	54		24									
Seq =2		✓															
Mode		MAX				MAX											
Split 10	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Cycle =_																	
Seq =_																	
Mode																	
Split 11	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Cycle =_																	
Seq =_																	
Mode																	
Split 12	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Cycle =_																	
Seq =_																	
Mode																	
Split 13	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Cycle =_																	
Seq =_																	
Mode																	
Split 14	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Cycle =_																	
Seq =_																	
Mode																	
Split 15	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Cycle =_																	
Seq =_																	
Mode																	
Split 16	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Cycle =140	18	64		29	18	64		29									
Seq =2		✓															
Mode		MAX				MAX											

Day Plans 1-8									
Sunday	1	2	3	4	5				
Hour		9	11	17	20				
P Min		30			30				
L Action	254	8	18	9	254				
A									
N Hour									
Min									
1 Action									
Monday	1	2	3	4	5	6	7	8	
Hour		6	10	15	16	18	19	21	
P Min		30	30		45			30	
L Action	254	1	3	4	25	4	5	254	
A									
N Hour									
Min									
2 Action									
Tuesday	1	2	3	4	5	6	7	8	
Hour		6	10	15	16	18	19	21	
P Min		30	30		45			30	
L Action	254	1	3	4	25	4	5	254	
A									
N Hour									
Min									
3 Action									
Wednesday	1	2	3	4	5	6	7	8	
Hour		6	10	15	16	18	19	21	
P Min		30	30		45			30	
L Action	254	1	3	4	25	4	5	254	
A									
N Hour									
Min									
4 Action									
Thursday	1	2	3	4	5	6	7	8	
Hour		6	10	15	16	18	19	21	
P Min		30	30		45			30	
L Action	254	1	3	4	25	4	5	254	
A									
N Hour									
Min									
5 Action									
Friday	1	2	3	4	5	6	7	8	
Hour		6	10	15	16	18	19	21	
P Min		30	30		45			30	
L Action	254	1	3	4	25	4	5	254	
A									
N Hour									
Min									
6 Action									
Saturday	1	2	3	4	5				
Hour		8	9	18	21				
P Min			30						
L Action	254	6	16	7	254				
A									
N Hour									
Min									
7 Action									
Hour									
P Min									
L Action									
A									
N Hour									
Min									
8 Action									

Coordination Splits 17-32																	Day Plans 9-16	
Split 17	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		
Cycle =_																		Hour
Seq =_																	P	Min
Mode																	L	Action
Split 18	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	A	
Cycle =140	18	64		29	18	64		29									N	Hour
Seq =2		✓																Min
Mode		MAX				MAX											9	Action
Split 19	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		
Cycle =_																		Hour
Seq =_																	P	Min
Mode																	L	Action
Split 20	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	A	
Cycle =_																	N	Hour
Seq =_																		Min
Mode																	10	Action
Split 21	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		
Cycle =_																		Hour
Seq =_																	P	Min
Mode																	L	Action
Split 22	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	A	
Cycle =_																	N	Hour
Seq =_																		Min
Mode																	11	Action
Split 23	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		
Cycle =_																		Hour
Seq =_																	P	Min
Mode																	L	Action
Split 24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	A	
Cycle =_																	N	Hour
Seq =_																		Min
Mode																	12	Action
Split 25	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		
Cycle =220	30	117		35	30	117		38										Hour
Seq =2		✓															P	Min
Mode		MAX				MAX											L	Action
Split 26	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	A	
Cycle =_																	N	Hour
Seq =_																		Min
Mode																	13	Action
Split 27	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		
Cycle =_																		Hour
Seq =_																	P	Min
Mode																	L	Action
Split 28	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	A	
Cycle =_																	N	Hour
Seq =_																		Min
Mode																	14	Action
Split 29	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		
Cycle =_																		Hour
Seq =_																	P	Min
Mode																	L	Action
Split 30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	A	
Cycle =_																	N	Hour
Seq =_																		Min
Mode																	15	Action
Split 31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		
Cycle =_																		Hour
Seq =_																	P	Min
Mode																	L	Action
Split 32	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	A	
Cycle =_																	N	Hour
Seq =_																		Min
Mode																	16	Action

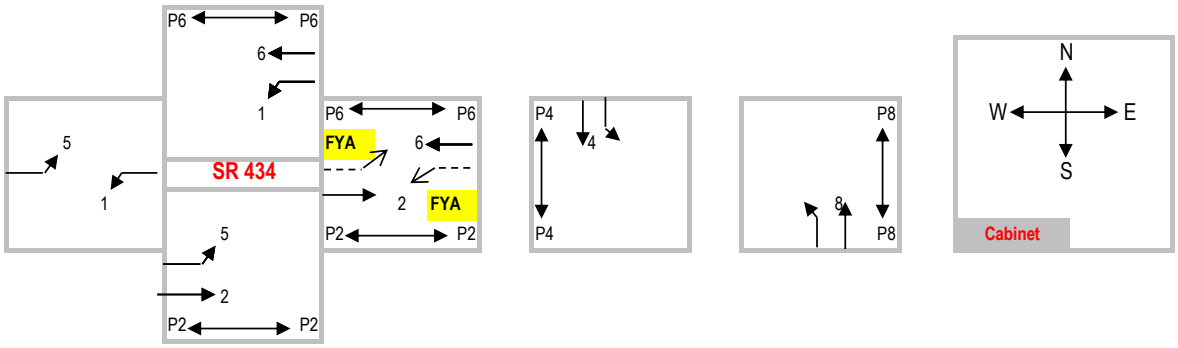
	Cycle	Offset	Split	Seq	Coord	Time	Opt	Det	CIR	Short	Long	No S	No S	Yield	Max 2	Float	R-Hld	Y-Inh	Off-1	Off-2	Off-3	Off-4	Off-5	Off-6	Off-7	Off-8
Pattern - 1	190	35	1	2	2		1			12	22						✓	✓								
Pattern - 2																										
Pattern - 3	150	16	3	2	2		1			12	22						✓	✓								
Pattern - 4	190	105	4	2	2		1			12	22						✓	✓								
Pattern - 5	140	18	5	2	2		1			12	22						✓	✓								
Pattern - 6	120	67	6	3	6		1			12	22						✓	✓								
Pattern - 7	120	104	7	2	2		1			12	22						✓	✓								
Pattern - 8	120	67	8	3	6		1			12	22						✓	✓								
Pattern - 9	120	104	9	2	2		1			12	22						✓	✓								
Pattern - 10																										
Pattern - 11																										
Pattern - 12																										
Pattern - 13																										
Pattern - 14																										
Pattern - 15																										
Pattern - 16	140	6	16	2	2		1			12	22						✓	✓								
Pattern - 17																										
Pattern - 18	140	6	18	2	2		1			12	22						✓	✓								
Pattern - 19																										
Pattern - 20																										
Pattern - 21																										
Pattern - 22																										
Pattern - 23																										
Pattern - 24																										
Pattern - 25	220	32	25	2	2		1			12	22						✓	✓								
Pattern - 26																										
Pattern - 27																										
Pattern - 28																										
Pattern - 29																										
Pattern - 30																										
Pattern - 31																										
Pattern - 32																										

	Cycle	Offset	Split	Seq	Coord	Time	Opt	Det	CIR	Short	Long	No S	No S	Yield	Max 2	Float	R-Hld	Y-Inh	Off-1	Off-2	Off-3	Off-4	Off-5	Off-6	Off-7	Off-8
Pattern - 33																										
Pattern - 34																										
Pattern - 35																										
Pattern - 36																										
Pattern - 37																										
Pattern - 38																										
Pattern - 39																										
Pattern - 40																										
Pattern - 41																										
Pattern - 42																										
Pattern - 43																										
Pattern - 44																										
Pattern - 45																										
Pattern - 46																										
Pattern - 47																										
Pattern - 48																										

BIU-1	Call	Swt	Dly	Lck	Src	BIU-2	Call	Swt	Dly	Lck	Src	BIU-3	Call	Swt	Dly	Lck	Src	BIU-4	Call	Swt	Dly	Lck	Src
Detector 1	1		12			17						33						49					
Detector 2	2					18						34						50					
Detector 3	2					19						35						51					
Detector 4	2					20						36						52					
Detector 5	2					21						37						53					
Detector 6	8					22						38						54					
Detector 7	4		12			23						39						55					
Detector 8	5		12			24						40						56					
Detector 9	6					25						41						57					
Detector 10	6					26						42						58					
Detector 11	6					27						43						59					
Detector 12	6					28						44						60					
Detector 13	4					29						45						61					
Detector 14	8		12			30						46						62					
Detector 15						31						47						63					
Detector 16						32						48						64					

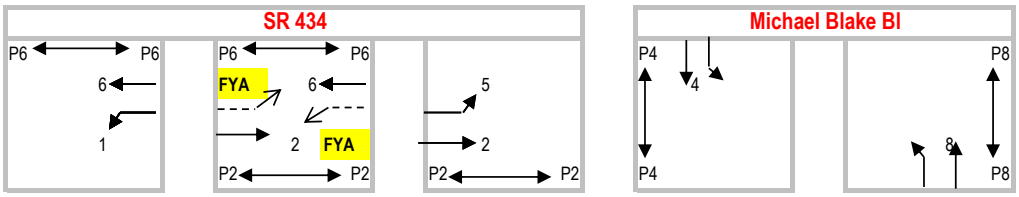
	Enbl	Track Phase				Grn	Track Overlap			Dwell Phase								Dwl	Dwell Overlap				Exit Phase			
Pre Run 1																										
Pre Run 2																										
Pre Run 3	ON									8								8					2	6		
Pre Run 4	ON									4								8					2	6		
Pre Run 5	ON									2	5							8	1	5			2	6		
Pre Run 6	ON									1	6							8	1	5			2	6		

Intersection Notes	T.O.D Notes
Intersection setup with split sides. Phases 1 and 5 are Flashing Yellow Arrows.	Intersection coordination added by FDOT. Pattern 25 used during PM rush to help manage the amount of veh/ped traffic. Signal turned on 8/22/2024.



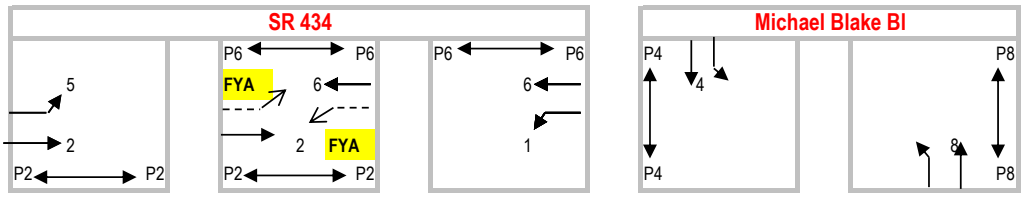
Seq 1

Ring 1	1	2	3	4	7	8	
Ring 2	5	6					



Seq 2

Ring 1	1	2	3	4	7	8	
Ring 2	6	5					



Seq 3

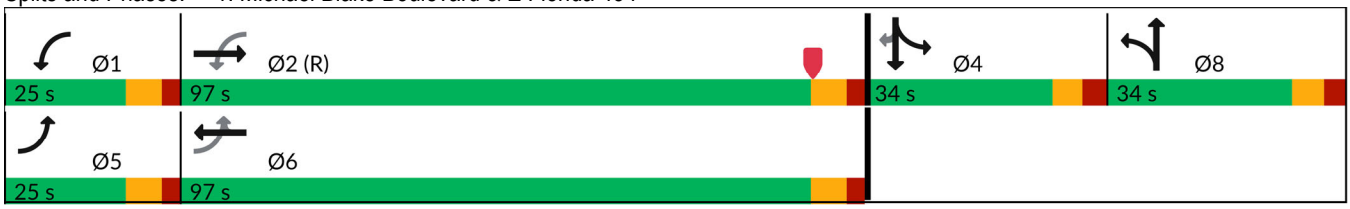
Ring 1	2	1	3	4	7	8	
Ring 2	5	6					

APPENDIX D:
SYNCHRO TIMING REPORTS

Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBT	SBR
Lane Configurations									
Traffic Volume (vph)	40	878	57	1085	81	6	8	11	37
Future Volume (vph)	40	878	57	1085	81	6	8	11	37
Turn Type	D.P+P	NA	D.P+P	NA	Perm	Split	NA	NA	Perm
Protected Phases	5	2	1	6		8	8	4	
Permitted Phases	6		2		6				4
Detector Phase	5	2	1	6	6	8	8	4	4
Switch Phase									
Minimum Initial (s)	7.0	15.0	7.0	15.0	15.0	6.0	6.0	6.0	6.0
Minimum Split (s)	14.8	25.8	14.8	22.8	22.8	15.0	15.0	25.6	25.6
Total Split (s)	25.0	97.0	25.0	97.0	97.0	34.0	34.0	34.0	34.0
Total Split (%)	13.2%	51.1%	13.2%	51.1%	51.1%	17.9%	17.9%	17.9%	17.9%
Yellow Time (s)	5.2	5.2	5.2	5.2	5.2	4.4	4.4	4.4	4.4
All-Red Time (s)	2.6	2.6	2.6	2.6	2.6	3.2	3.2	3.2	3.2
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.8	7.8	7.8	7.8	7.8	7.6	7.6	7.6	7.6
Lead/Lag	Lead	Lag	Lead	Lag	Lag				
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes				
Recall Mode	None	C-Max	None	None	None	None	None	None	None
Act Effct Green (s)	130.1	120.8	128.6	124.2	124.2	8.3	8.3	22.3	22.3
Actuated g/C Ratio	0.68	0.64	0.68	0.65	0.65	0.04	0.04	0.12	0.12
v/c Ratio	0.13	0.41	0.15	0.49	0.08	0.08	0.65	0.81	0.13
Control Delay (s/veh)	10.2	18.6	10.1	19.2	1.0	86.8	36.0	109.3	1.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	10.2	18.6	10.1	19.2	1.0	86.8	36.0	109.3	1.0
LOS	B	B	B	B	A	F	D	F	A
Approach Delay (s/veh)		18.3		17.6			38.8	89.0	
Approach LOS		B		B			D	F	

Intersection Summary	
Cycle Length: 190	
Actuated Cycle Length: 190	
Offset: 35 (18%), Referenced to phase 2:EBWB, Start of Yellow	
Natural Cycle: 85	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.81	
Intersection Signal Delay (s/veh): 24.5	Intersection LOS: C
Intersection Capacity Utilization 70.7%	ICU Level of Service C
Analysis Period (min) 15	

Splits and Phases: 1: Michael Blake Boulevard & E Florida 434



Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBT	SBR
Lane Configurations									
Traffic Volume (vph)	64	1068	39	1123	117	10	9	15	39
Future Volume (vph)	64	1068	39	1123	117	10	9	15	39
Turn Type	D.P+P	NA	D.P+P	NA	Perm	Split	NA	NA	Perm
Protected Phases	5	2	1	6		8	8	4	
Permitted Phases	6		2		6				4
Detector Phase	5	2	1	6	6	8	8	4	4
Switch Phase									
Minimum Initial (s)	7.0	15.0	7.0	15.0	15.0	6.0	6.0	6.0	6.0
Minimum Split (s)	14.8	25.8	14.8	25.8	25.8	25.6	25.6	25.6	25.6
Total Split (s)	30.0	117.0	30.0	117.0	117.0	38.0	38.0	35.0	35.0
Total Split (%)	13.6%	53.2%	13.6%	53.2%	53.2%	17.3%	17.3%	15.9%	15.9%
Yellow Time (s)	5.2	5.2	5.2	5.2	5.2	4.4	4.4	4.4	4.4
All-Red Time (s)	2.6	2.6	2.6	2.6	2.6	3.2	3.2	3.2	3.2
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.8	7.8	7.8	7.8	7.8	7.6	7.6	7.6	7.6
Lead/Lag	Lead	Lag	Lead	Lag	Lag				
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes				
Recall Mode	None	C-Max	None	None	None	None	None	None	None
Act Effct Green (s)	161.3	157.0	162.9	153.4	153.4	8.7	8.7	19.2	19.2
Actuated g/C Ratio	0.73	0.71	0.74	0.70	0.70	0.04	0.04	0.09	0.09
v/c Ratio	0.22	0.46	0.13	0.48	0.11	0.16	0.67	0.73	0.18
Control Delay (s/veh)	8.9	15.4	8.2	16.9	3.6	105.0	42.0	122.6	1.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	8.9	15.4	8.2	16.9	3.6	105.0	42.0	122.6	1.7
LOS	A	B	A	B	A	F	D	F	A
Approach Delay (s/veh)		15.1		15.4			48.1	90.4	
Approach LOS		B		B			D	F	

Intersection Summary	
Cycle Length: 220	
Actuated Cycle Length: 220	
Offset: 32 (15%), Referenced to phase 2:EBWB, Start of Yellow	
Natural Cycle: 105	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.73	
Intersection Signal Delay (s/veh): 20.6	Intersection LOS: C
Intersection Capacity Utilization 68.7%	ICU Level of Service C
Analysis Period (min) 15	

Splits and Phases: 1: Michael Blake Boulevard & E Florida 434



Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBT	SBR
Lane Configurations									
Traffic Volume (vph)	50	949	135	1140	88	6	8	14	68
Future Volume (vph)	50	949	135	1140	88	6	8	14	68
Turn Type	D.P+P	NA	D.P+P	NA	Perm	Split	NA	NA	Perm
Protected Phases	5	2	1	6		8	8	4	
Permitted Phases	6		2		6				4
Detector Phase	5	2	1	6	6	8	8	4	4
Switch Phase									
Minimum Initial (s)	7.0	15.0	7.0	15.0	15.0	6.0	6.0	6.0	6.0
Minimum Split (s)	14.8	25.8	14.8	22.8	22.8	15.0	15.0	25.6	25.6
Total Split (s)	25.0	97.0	25.0	97.0	97.0	34.0	34.0	34.0	34.0
Total Split (%)	13.2%	51.1%	13.2%	51.1%	51.1%	17.9%	17.9%	17.9%	17.9%
Yellow Time (s)	5.2	5.2	5.2	5.2	5.2	4.4	4.4	4.4	4.4
All-Red Time (s)	2.6	2.6	2.6	2.6	2.6	3.2	3.2	3.2	3.2
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.8	7.8	7.8	7.8	7.8	7.6	7.6	7.6	7.6
Lead/Lag	Lead	Lag	Lead	Lag	Lag				
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes				
Recall Mode	None	C-Max	None	None	None	None	None	None	None
Act Effct Green (s)	127.8	115.7	126.3	121.6	121.6	8.5	8.5	24.4	24.4
Actuated g/C Ratio	0.67	0.61	0.66	0.64	0.64	0.04	0.04	0.13	0.13
v/c Ratio	0.19	0.48	0.40	0.53	0.09	0.08	0.67	0.88	0.23
Control Delay (s/veh)	11.2	22.3	13.4	21.1	1.3	86.3	35.0	115.1	2.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	11.2	22.3	13.4	21.1	1.3	86.3	35.0	115.1	2.0
LOS	B	C	B	C	A	F	D	F	A
Approach Delay (s/veh)		21.8		19.0			37.5	85.3	
Approach LOS		C		B			D	F	

Intersection Summary	
Cycle Length: 190	
Actuated Cycle Length: 190	
Offset: 98.2 (52%), Referenced to phase 2:EBWB, Start of Yellow	
Natural Cycle: 95	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.88	
Intersection Signal Delay (s/veh): 27.0	Intersection LOS: C
Intersection Capacity Utilization 73.9%	ICU Level of Service D
Analysis Period (min) 15	

Splits and Phases: 1: Michael Blake Boulevard & E Florida 434



Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBT	SBR
Lane Configurations									
Traffic Volume (vph)	71	1145	113	1178	121	10	9	15	76
Future Volume (vph)	71	1145	113	1178	121	10	9	15	76
Turn Type	D.P+P	NA	D.P+P	NA	Perm	Split	NA	NA	Perm
Protected Phases	5	2	1	6		8	8	4	
Permitted Phases	6		2		6				4
Detector Phase	5	2	1	6	6	8	8	4	4
Switch Phase									
Minimum Initial (s)	7.0	15.0	7.0	15.0	15.0	6.0	6.0	6.0	6.0
Minimum Split (s)	14.8	25.8	14.8	25.8	25.8	25.6	25.6	15.0	15.0
Total Split (s)	30.0	117.0	30.0	117.0	117.0	38.0	38.0	35.0	35.0
Total Split (%)	13.6%	53.2%	13.6%	53.2%	53.2%	17.3%	17.3%	15.9%	15.9%
Yellow Time (s)	5.2	5.2	5.2	5.2	5.2	4.4	4.4	4.4	4.4
All-Red Time (s)	2.6	2.6	2.6	2.6	2.6	3.2	3.2	3.2	3.2
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.8	7.8	7.8	7.8	7.8	7.6	7.6	7.6	7.6
Lead/Lag	Lead	Lag	Lead	Lag	Lag				
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes				
Recall Mode	None	C-Max	None	None	None	None	None	None	None
Act Effct Green (s)	158.3	148.2	158.3	150.1	150.1	8.9	8.9	22.0	22.0
Actuated g/C Ratio	0.72	0.67	0.72	0.68	0.68	0.04	0.04	0.10	0.10
v/c Ratio	0.27	0.53	0.41	0.52	0.12	0.15	0.70	0.79	0.33
Control Delay (s/veh)	10.4	20.4	12.3	19.1	4.3	104.4	40.5	124.8	9.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	10.4	20.4	12.3	19.1	4.3	104.4	40.5	124.8	9.4
LOS	B	C	B	B	A	F	D	F	A
Approach Delay (s/veh)		19.9		17.3			45.9	82.5	
Approach LOS		B		B			D	F	

Intersection Summary	
Cycle Length: 220	
Actuated Cycle Length: 220	
Offset: 32 (15%), Referenced to phase 2:EBWB, Start of Yellow	
Natural Cycle: 95	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.79	
Intersection Signal Delay (s/veh): 24.0	Intersection LOS: C
Intersection Capacity Utilization 72.5%	ICU Level of Service C
Analysis Period (min) 15	

Splits and Phases: 1: Michael Blake Boulevard & E Florida 434



Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBT	SBR
Lane Configurations									
Traffic Volume (vph)	54	958	136	1151	92	6	11	15	69
Future Volume (vph)	54	958	136	1151	92	6	11	15	69
Turn Type	D.P+P	NA	D.P+P	NA	Perm	Split	NA	NA	Perm
Protected Phases	5	2	1	6		8	8	4	
Permitted Phases	6		2		6				4
Detector Phase	5	2	1	6	6	8	8	4	4
Switch Phase									
Minimum Initial (s)	7.0	15.0	7.0	15.0	15.0	6.0	6.0	6.0	6.0
Minimum Split (s)	14.8	25.8	14.8	22.8	22.8	15.0	15.0	25.6	25.6
Total Split (s)	25.0	97.0	25.0	97.0	97.0	34.0	34.0	34.0	34.0
Total Split (%)	13.2%	51.1%	13.2%	51.1%	51.1%	17.9%	17.9%	17.9%	17.9%
Yellow Time (s)	5.2	5.2	5.2	5.2	5.2	4.4	4.4	4.4	4.4
All-Red Time (s)	2.6	2.6	2.6	2.6	2.6	3.2	3.2	3.2	3.2
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.8	7.8	7.8	7.8	7.8	7.6	7.6	7.6	7.6
Lead/Lag	Lead	Lag	Lead	Lag	Lag				
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes				
Recall Mode	None	C-Max	None	None	None	None	None	None	None
Act Effct Green (s)	125.8	115.1	125.8	118.0	118.0	8.8	8.8	24.7	24.7
Actuated g/C Ratio	0.66	0.61	0.66	0.62	0.62	0.05	0.05	0.13	0.13
v/c Ratio	0.21	0.49	0.41	0.55	0.09	0.08	0.69	0.89	0.24
Control Delay (s/veh)	11.6	22.8	13.7	22.7	1.5	85.8	36.2	116.6	2.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	11.6	22.8	13.7	22.7	1.5	85.8	36.2	116.6	2.2
LOS	B	C	B	C	A	F	D	F	A
Approach Delay (s/veh)		22.2		20.4			38.6	86.7	
Approach LOS		C		C			D	F	

Intersection Summary	
Cycle Length: 190	
Actuated Cycle Length: 190	
Offset: 35 (18%), Referenced to phase 2:EBWB, Start of Yellow	
Natural Cycle: 95	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.89	
Intersection Signal Delay (s/veh): 28.1	Intersection LOS: C
Intersection Capacity Utilization 74.4%	ICU Level of Service D
Analysis Period (min) 15	

Splits and Phases: 1: Michael Blake Boulevard & E Florida 434



Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBT	SBR
Lane Configurations									
Traffic Volume (vph)	73	1156	113	1189	124	10	10	16	80
Future Volume (vph)	73	1156	113	1189	124	10	10	16	80
Turn Type	D.P+P	NA	D.P+P	NA	Perm	Split	NA	NA	Perm
Protected Phases	5	2	1	6		8	8	4	
Permitted Phases	6		2		6				4
Detector Phase	5	2	1	6	6	8	8	4	4
Switch Phase									
Minimum Initial (s)	7.0	15.0	7.0	15.0	15.0	6.0	6.0	6.0	6.0
Minimum Split (s)	14.8	25.8	14.8	25.8	25.8	25.6	25.6	15.0	15.0
Total Split (s)	30.0	117.0	30.0	117.0	117.0	38.0	38.0	35.0	35.0
Total Split (%)	13.6%	53.2%	13.6%	53.2%	53.2%	17.3%	17.3%	15.9%	15.9%
Yellow Time (s)	5.2	5.2	5.2	5.2	5.2	4.4	4.4	4.4	4.4
All-Red Time (s)	2.6	2.6	2.6	2.6	2.6	3.2	3.2	3.2	3.2
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.8	7.8	7.8	7.8	7.8	7.6	7.6	7.6	7.6
Lead/Lag	Lead	Lag	Lead	Lag	Lag				
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes				
Recall Mode	None	C-Max	None	None	None	None	None	None	None
Act Effct Green (s)	157.8	147.5	157.8	149.5	149.5	8.9	8.9	22.5	22.5
Actuated g/C Ratio	0.72	0.67	0.72	0.68	0.68	0.04	0.04	0.10	0.10
v/c Ratio	0.28	0.54	0.41	0.53	0.12	0.15	0.71	0.80	0.34
Control Delay (s/veh)	10.7	21.0	12.7	19.5	4.5	104.2	41.1	125.4	11.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	10.7	21.0	12.7	19.5	4.5	104.2	41.1	125.4	11.3
LOS	B	C	B	B	A	F	D	F	B
Approach Delay (s/veh)		20.4		17.7			46.3	83.2	
Approach LOS		C		B			D	F	

Intersection Summary	
Cycle Length: 220	
Actuated Cycle Length: 220	
Offset: 32 (15%), Referenced to phase 2:EBWB, Start of Yellow	
Natural Cycle: 95	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.80	
Intersection Signal Delay (s/veh): 24.6	Intersection LOS: C
Intersection Capacity Utilization 73.0%	ICU Level of Service D
Analysis Period (min) 15	

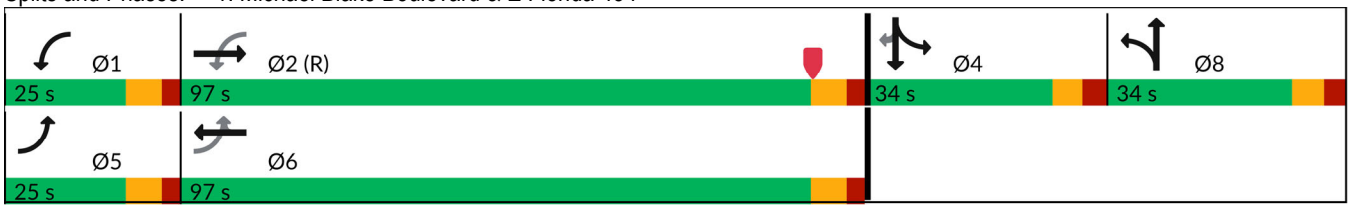
Splits and Phases: 1: Michael Blake Boulevard & E Florida 434



Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBT	SBR
Lane Configurations									
Traffic Volume (vph)	54	949	135	1140	92	6	11	15	69
Future Volume (vph)	54	949	135	1140	92	6	11	15	69
Turn Type	D.P+P	NA	D.P+P	NA	Perm	Split	NA	NA	Perm
Protected Phases	5	2	1	6		8	8	4	
Permitted Phases	6		2		6				4
Detector Phase	5	2	1	6	6	8	8	4	4
Switch Phase									
Minimum Initial (s)	7.0	15.0	7.0	15.0	15.0	6.0	6.0	6.0	6.0
Minimum Split (s)	14.8	25.8	14.8	22.8	22.8	15.0	15.0	25.6	25.6
Total Split (s)	25.0	97.0	25.0	97.0	97.0	34.0	34.0	34.0	34.0
Total Split (%)	13.2%	51.1%	13.2%	51.1%	51.1%	17.9%	17.9%	17.9%	17.9%
Yellow Time (s)	5.2	5.2	5.2	5.2	5.2	4.4	4.4	4.4	4.4
All-Red Time (s)	2.6	2.6	2.6	2.6	2.6	3.2	3.2	3.2	3.2
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.8	7.8	7.8	7.8	7.8	7.6	7.6	7.6	7.6
Lead/Lag	Lead	Lag	Lead	Lag	Lag				
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes				
Recall Mode	None	C-Max	None	None	None	None	None	None	None
Act Effct Green (s)	125.9	115.4	125.9	118.2	118.2	8.7	8.7	24.6	24.6
Actuated g/C Ratio	0.66	0.61	0.66	0.62	0.62	0.05	0.05	0.13	0.13
v/c Ratio	0.20	0.48	0.40	0.54	0.09	0.08	0.68	0.88	0.24
Control Delay (s/veh)	11.5	22.5	13.5	22.5	1.5	86.0	36.3	116.1	2.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	11.5	22.5	13.5	22.5	1.5	86.0	36.3	116.1	2.2
LOS	B	C	B	C	A	F	D	F	A
Approach Delay (s/veh)		22.0		20.2			38.6	86.2	
Approach LOS		C		C			D	F	

Intersection Summary	
Cycle Length: 190	
Actuated Cycle Length: 190	
Offset: 35 (18%), Referenced to phase 2:EBWB, Start of Yellow	
Natural Cycle: 95	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.88	
Intersection Signal Delay (s/veh): 27.9	Intersection LOS: C
Intersection Capacity Utilization 74.0%	ICU Level of Service D
Analysis Period (min) 15	

Splits and Phases: 1: Michael Blake Boulevard & E Florida 434



Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBT	SBR
Lane Configurations									
Traffic Volume (vph)	72	1145	113	1178	122	10	10	16	80
Future Volume (vph)	72	1145	113	1178	122	10	10	16	80
Turn Type	D.P+P	NA	D.P+P	NA	Perm	Split	NA	NA	Perm
Protected Phases	5	2	1	6		8	8	4	
Permitted Phases	6		2		6				4
Detector Phase	5	2	1	6	6	8	8	4	4
Switch Phase									
Minimum Initial (s)	7.0	15.0	7.0	15.0	15.0	6.0	6.0	6.0	6.0
Minimum Split (s)	14.8	25.8	14.8	25.8	25.8	25.6	25.6	15.0	15.0
Total Split (s)	30.0	117.0	30.0	117.0	117.0	38.0	38.0	35.0	35.0
Total Split (%)	13.6%	53.2%	13.6%	53.2%	53.2%	17.3%	17.3%	15.9%	15.9%
Yellow Time (s)	5.2	5.2	5.2	5.2	5.2	4.4	4.4	4.4	4.4
All-Red Time (s)	2.6	2.6	2.6	2.6	2.6	3.2	3.2	3.2	3.2
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.8	7.8	7.8	7.8	7.8	7.6	7.6	7.6	7.6
Lead/Lag	Lead	Lag	Lead	Lag	Lag				
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes				
Recall Mode	None	C-Max	None	None	None	None	None	None	None
Act Effct Green (s)	157.9	147.7	157.9	149.6	149.6	8.9	8.9	22.4	22.4
Actuated g/C Ratio	0.72	0.67	0.72	0.68	0.68	0.04	0.04	0.10	0.10
v/c Ratio	0.27	0.53	0.41	0.52	0.12	0.15	0.71	0.80	0.34
Control Delay (s/veh)	10.5	20.7	12.5	19.3	4.4	104.2	41.2	125.4	11.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	10.5	20.7	12.5	19.3	4.4	104.2	41.2	125.4	11.4
LOS	B	C	B	B	A	F	D	F	B
Approach Delay (s/veh)		20.1		17.5			46.5	83.1	
Approach LOS		C		B			D	F	

Intersection Summary	
Cycle Length: 220	
Actuated Cycle Length: 220	
Offset: 32 (15%), Referenced to phase 2:EBWB, Start of Yellow	
Natural Cycle: 95	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.80	
Intersection Signal Delay (s/veh): 24.5	Intersection LOS: C
Intersection Capacity Utilization 72.6%	ICU Level of Service C
Analysis Period (min) 15	

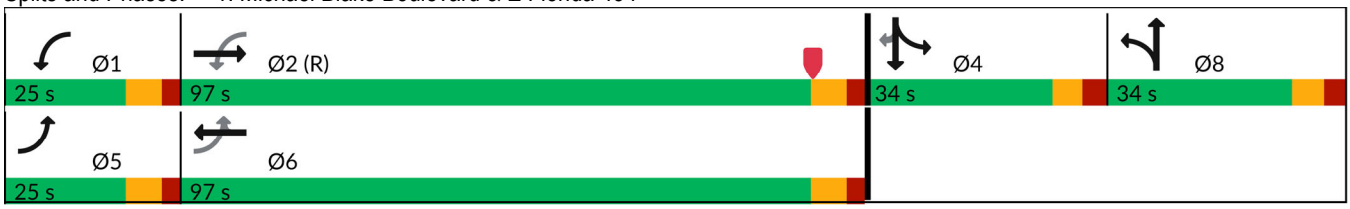
Splits and Phases: 1: Michael Blake Boulevard & E Florida 434



Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBT	SBR
Lane Configurations									
Traffic Volume (vph)	54	958	136	1151	95	6	13	15	70
Future Volume (vph)	54	958	136	1151	95	6	13	15	70
Turn Type	D.P+P	NA	D.P+P	NA	Perm	Split	NA	NA	Perm
Protected Phases	5	2	1	6		8	8	4	
Permitted Phases	6		2		6				4
Detector Phase	5	2	1	6	6	8	8	4	4
Switch Phase									
Minimum Initial (s)	7.0	15.0	7.0	15.0	15.0	6.0	6.0	6.0	6.0
Minimum Split (s)	14.8	25.8	14.8	22.8	22.8	15.0	15.0	25.6	25.6
Total Split (s)	25.0	97.0	25.0	97.0	97.0	34.0	34.0	34.0	34.0
Total Split (%)	13.2%	51.1%	13.2%	51.1%	51.1%	17.9%	17.9%	17.9%	17.9%
Yellow Time (s)	5.2	5.2	5.2	5.2	5.2	4.4	4.4	4.4	4.4
All-Red Time (s)	2.6	2.6	2.6	2.6	2.6	3.2	3.2	3.2	3.2
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.8	7.8	7.8	7.8	7.8	7.6	7.6	7.6	7.6
Lead/Lag	Lead	Lag	Lead	Lag	Lag				
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes				
Recall Mode	None	C-Max	None	None	None	None	None	None	None
Act Effct Green (s)	125.6	114.9	125.6	117.8	117.8	8.9	8.9	24.8	24.8
Actuated g/C Ratio	0.66	0.60	0.66	0.62	0.62	0.05	0.05	0.13	0.13
v/c Ratio	0.21	0.49	0.41	0.55	0.10	0.07	0.69	0.89	0.24
Control Delay (s/veh)	11.7	22.9	13.8	22.8	1.8	85.7	37.2	116.7	2.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	11.7	22.9	13.8	22.8	1.8	85.7	37.2	116.7	2.4
LOS	B	C	B	C	A	F	D	F	A
Approach Delay (s/veh)		22.3		20.5			39.5	86.7	
Approach LOS		C		C			D	F	

Intersection Summary	
Cycle Length: 190	
Actuated Cycle Length: 190	
Offset: 35 (18%), Referenced to phase 2:EBWB, Start of Yellow	
Natural Cycle: 95	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.89	
Intersection Signal Delay (s/veh): 28.2	Intersection LOS: C
Intersection Capacity Utilization 81.5%	ICU Level of Service D
Analysis Period (min) 15	

Splits and Phases: 1: Michael Blake Boulevard & E Florida 434



Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBT	SBR
Lane Configurations									
Traffic Volume (vph)	74	1156	113	1189	125	10	11	17	84
Future Volume (vph)	74	1156	113	1189	125	10	11	17	84
Turn Type	D.P+P	NA	D.P+P	NA	Perm	Split	NA	NA	Perm
Protected Phases	5	2	1	6		8	8	4	
Permitted Phases	6		2		6				4
Detector Phase	5	2	1	6	6	8	8	4	4
Switch Phase									
Minimum Initial (s)	7.0	15.0	7.0	15.0	15.0	6.0	6.0	6.0	6.0
Minimum Split (s)	14.8	25.8	14.8	25.8	25.8	25.6	25.6	15.0	15.0
Total Split (s)	30.0	117.0	30.0	117.0	117.0	38.0	38.0	35.0	35.0
Total Split (%)	13.6%	53.2%	13.6%	53.2%	53.2%	17.3%	17.3%	15.9%	15.9%
Yellow Time (s)	5.2	5.2	5.2	5.2	5.2	4.4	4.4	4.4	4.4
All-Red Time (s)	2.6	2.6	2.6	2.6	2.6	3.2	3.2	3.2	3.2
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.8	7.8	7.8	7.8	7.8	7.6	7.6	7.6	7.6
Lead/Lag	Lead	Lag	Lead	Lag	Lag				
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes				
Recall Mode	None	C-Max	None	None	None	None	None	None	None
Act Effct Green (s)	157.4	147.1	157.4	149.1	149.1	9.0	9.0	22.7	22.7
Actuated g/C Ratio	0.72	0.67	0.72	0.68	0.68	0.04	0.04	0.10	0.10
v/c Ratio	0.28	0.54	0.42	0.53	0.12	0.15	0.71	0.80	0.35
Control Delay (s/veh)	10.8	21.2	12.9	19.7	4.6	104.0	41.5	126.1	12.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	10.8	21.2	12.9	19.7	4.6	104.0	41.5	126.1	12.9
LOS	B	C	B	B	A	F	D	F	B
Approach Delay (s/veh)		20.6		17.9			46.7	83.6	
Approach LOS		C		B			D	F	

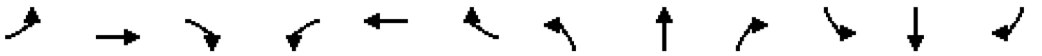
Intersection Summary	
Cycle Length: 220	
Actuated Cycle Length: 220	
Offset: 32 (15%), Referenced to phase 2:EBWB, Start of Yellow	
Natural Cycle: 95	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.80	
Intersection Signal Delay (s/veh): 25.0	Intersection LOS: C
Intersection Capacity Utilization 73.2%	ICU Level of Service D
Analysis Period (min) 15	

Splits and Phases: 1: Michael Blake Boulevard & E Florida 434



APPENDIX E:
SYNCHRO HCM 7TH EDITION INTERSECTION SUMMARY

EXISTING CONDITIONS



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	40	878	9	57	1085	81	6	8	92	149	11	37
Future Volume (veh/h)	40	878	9	57	1085	81	6	8	92	149	11	37
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	41	905	9	59	1119	84	6	8	95	154	11	38
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	299	2199	22	394	2177	971	135	9	112	174	12	165
Arrive On Green	0.03	0.62	0.62	0.04	0.62	0.62	0.08	0.08	0.08	0.11	0.11	0.11
Sat Flow, veh/h	1753	3548	35	1753	3497	1560	1753	123	1456	1641	117	1560
Grp Volume(v), veh/h	41	446	468	59	1119	84	6	0	103	165	0	38
Grp Sat Flow(s),veh/h/ln	1753	1749	1834	1753	1749	1560	1753	0	1579	1759	0	1560
Q Serve(g_s), s	1.6	24.7	24.7	2.3	33.7	4.1	0.6	0.0	12.2	17.6	0.0	4.2
Cycle Q Clear(g_c), s	1.6	24.7	24.7	2.3	33.7	4.1	0.6	0.0	12.2	17.6	0.0	4.2
Prop In Lane	1.00		0.02	1.00		1.00	1.00		0.92	0.93		1.00
Lane Grp Cap(c), veh/h	299	1084	1137	394	2177	971	135	0	121	186	0	165
V/C Ratio(X)	0.14	0.41	0.41	0.15	0.51	0.09	0.04	0.00	0.85	0.89	0.00	0.23
Avail Cap(c_a), veh/h	400	1084	1137	491	2177	971	244	0	219	244	0	217
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	14.9	18.4	18.4	13.5	19.9	14.3	81.2	0.0	86.6	83.8	0.0	77.8
Incr Delay (d2), s/veh	0.2	1.2	1.1	0.2	0.2	0.0	0.1	0.0	14.8	24.8	0.0	0.7
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	10.1	10.6	0.9	13.3	1.4	0.3	0.0	5.6	9.4	0.0	1.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	15.1	19.6	19.5	13.7	20.1	14.3	81.4	0.0	101.4	108.6	0.0	78.5
LnGrp LOS	B	B	B	B	C	B	F		F	F		E
Approach Vol, veh/h		955			1262			109			203	
Approach Delay, s/veh		19.4			19.4			100.3			103.0	
Approach LOS		B			B			F			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	14.5	125.6		27.7	14.0	126.1		22.2				
Change Period (Y+Rc), s	7.8	7.8		7.6	7.8	7.8		7.6				
Max Green Setting (Gmax), s	17.2	89.2		26.4	17.2	89.2		26.4				
Max Q Clear Time (g_c+I1), s	4.3	26.7		19.6	3.6	35.7		14.2				
Green Ext Time (p_c), s	0.1	5.9		0.5	0.0	9.6		0.4				

Intersection Summary												
HCM 7th Control Delay, s/veh			29.6									
HCM 7th LOS			C									

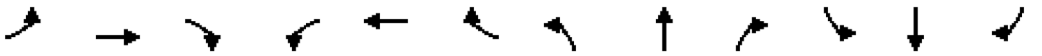
Intersection	
Int Delay, s/veh	4

Movement	SEL	SER	NEL	NET	SWT	SWR
Lane Configurations						
Traffic Vol, veh/h	69	0	64	60	134	0
Future Vol, veh/h	69	0	64	60	134	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	75	0	70	65	146	0

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	350	146	146	0	-	0
Stage 1	146	-	-	-	-	-
Stage 2	204	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	647	901	1436	-	-	-
Stage 1	882	-	-	-	-	-
Stage 2	830	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	615	901	1436	-	-	-
Mov Cap-2 Maneuver	615	-	-	-	-	-
Stage 1	837	-	-	-	-	-
Stage 2	830	-	-	-	-	-

Approach	SE	NE	SW
HCM Ctrl Dly, s/v	11.67	3.94	0
HCM LOS	B		

Minor Lane/Major Mvmt	NEL	NET	SELn1	SWT	SWR
Capacity (veh/h)	929	-	615	-	-
HCM Lane V/C Ratio	0.048	-	0.122	-	-
HCM Ctrl Dly (s/v)	7.6	0	11.7	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.2	-	0.4	-	-



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	64	1068	21	39	1123	117	10	9	87	91	15	39
Future Volume (veh/h)	64	1068	21	39	1123	117	10	9	87	91	15	39
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	68	1136	22	41	1195	124	11	10	93	97	16	41
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	304	2434	47	344	2418	1079	133	12	108	113	19	117
Arrive On Green	0.03	0.68	0.68	0.03	0.68	0.68	0.07	0.07	0.07	0.07	0.07	0.07
Sat Flow, veh/h	1781	3566	69	1781	3554	1585	1781	156	1453	1539	254	1585
Grp Volume(v), veh/h	68	566	592	41	1195	124	11	0	103	113	0	41
Grp Sat Flow(s),veh/h/ln	1781	1777	1858	1781	1777	1585	1781	0	1609	1793	0	1585
Q Serve(g_s), s	2.5	32.6	32.7	1.5	35.6	6.0	1.3	0.0	13.9	13.7	0.0	5.4
Cycle Q Clear(g_c), s	2.5	32.6	32.7	1.5	35.6	6.0	1.3	0.0	13.9	13.7	0.0	5.4
Prop In Lane	1.00		0.04	1.00		1.00	1.00		0.90	0.86		1.00
Lane Grp Cap(c), veh/h	304	1213	1268	344	2418	1079	133	0	120	132	0	117
V/C Ratio(X)	0.22	0.47	0.47	0.12	0.49	0.11	0.08	0.00	0.86	0.85	0.00	0.35
Avail Cap(c_a), veh/h	428	1213	1268	472	2418	1079	246	0	222	223	0	197
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	12.9	16.3	16.3	12.0	16.9	12.2	94.8	0.0	100.7	100.7	0.0	96.9
Incr Delay (d2), s/veh	0.4	1.3	1.2	0.2	0.2	0.0	0.3	0.0	15.9	14.7	0.0	1.8
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	13.4	14.0	0.6	14.2	2.1	0.6	0.0	6.5	7.0	0.0	2.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	13.3	17.6	17.5	12.1	17.1	12.2	95.1	0.0	116.6	115.4	0.0	98.7
LnGrp LOS	B	B	B	B	B	B	F		F	F		F
Approach Vol, veh/h		1226			1360			114			154	
Approach Delay, s/veh		17.3			16.5			114.5			111.0	
Approach LOS		B			B			F			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	14.2	158.0		23.8	14.7	157.5		24.0				
Change Period (Y+Rc), s	7.8	7.8		7.6	7.8	7.8		7.6				
Max Green Setting (Gmax), s	22.2	109.2		27.4	22.2	109.2		30.4				
Max Q Clear Time (g_c+I1), s	3.5	34.7		15.7	4.5	37.6		15.9				
Green Ext Time (p_c), s	0.1	8.5		0.5	0.1	11.1		0.5				

Intersection Summary	
HCM 7th Control Delay, s/veh	25.8
HCM 7th LOS	C

Intersection	
Int Delay, s/veh	2.1

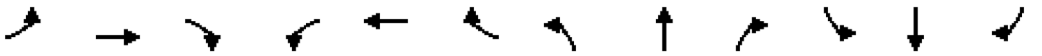
Movement	SEL	SER	NEL	NET	SWT	SWR
Lane Configurations						
Traffic Vol, veh/h	29	0	51	128	134	0
Future Vol, veh/h	29	0	51	128	134	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	32	0	55	139	146	0

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	396	146	146	0	-	0
Stage 1	146	-	-	-	-	-
Stage 2	250	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	609	901	1436	-	-	-
Stage 1	882	-	-	-	-	-
Stage 2	792	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	584	901	1436	-	-	-
Mov Cap-2 Maneuver	584	-	-	-	-	-
Stage 1	845	-	-	-	-	-
Stage 2	792	-	-	-	-	-

Approach	SE	NE	SW
HCM Ctrl Dly, s/v	11.52	2.17	0
HCM LOS	B		

Minor Lane/Major Mvmt	NEL	NET	SELn1	SWT	SWR
Capacity (veh/h)	513	-	584	-	-
HCM Lane V/C Ratio	0.039	-	0.054	-	-
HCM Ctrl Dly (s/v)	7.6	0	11.5	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.2	-	-

2027 PHASE 1 NO-BUILD CONDITIONS



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	50	949	30	135	1140	88	6	8	107	177	14	68
Future Volume (veh/h)	50	949	30	135	1140	88	6	8	107	177	14	68
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	52	978	31	139	1175	91	6	8	110	182	14	70
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	266	2024	64	346	2077	927	152	9	127	201	15	192
Arrive On Green	0.03	0.58	0.58	0.04	0.59	0.59	0.09	0.09	0.09	0.12	0.12	0.12
Sat Flow, veh/h	1753	3460	110	1753	3497	1560	1753	107	1469	1633	126	1560
Grp Volume(v), veh/h	52	494	515	139	1175	91	6	0	118	196	0	70
Grp Sat Flow(s),veh/h/ln	1753	1749	1821	1753	1749	1560	1753	0	1576	1759	0	1560
Q Serve(g_s), s	2.2	31.1	31.1	6.1	39.0	4.8	0.6	0.0	14.0	20.9	0.0	7.8
Cycle Q Clear(g_c), s	2.2	31.1	31.1	6.1	39.0	4.8	0.6	0.0	14.0	20.9	0.0	7.8
Prop In Lane	1.00		0.06	1.00		1.00	1.00		0.93	0.93		1.00
Lane Grp Cap(c), veh/h	266	1023	1065	346	2077	927	152	0	136	216	0	192
V/C Ratio(X)	0.20	0.48	0.48	0.40	0.57	0.10	0.04	0.00	0.86	0.91	0.00	0.37
Avail Cap(c_a), veh/h	364	1023	1065	428	2077	927	244	0	219	244	0	217
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	18.1	22.8	22.8	17.6	23.6	16.6	79.5	0.0	85.7	82.3	0.0	76.5
Incr Delay (d2), s/veh	0.4	1.6	1.6	0.8	0.4	0.0	0.1	0.0	18.0	31.8	0.0	1.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	12.9	13.5	2.5	15.7	1.7	0.3	0.0	6.5	11.5	0.0	3.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	18.4	24.5	24.4	18.4	23.9	16.7	79.6	0.0	103.7	114.1	0.0	77.7
LnGrp LOS	B	C	C	B	C	B	E		F	F		E
Approach Vol, veh/h		1061			1405			124			266	
Approach Delay, s/veh		24.1			22.9			102.5			104.5	
Approach LOS		C			C			F			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	16.1	118.9		30.9	14.4	120.7		24.1				
Change Period (Y+Rc), s	7.8	7.8		7.6	7.8	7.8		7.6				
Max Green Setting (Gmax), s	17.2	89.2		26.4	17.2	89.2		26.4				
Max Q Clear Time (g_c+I1), s	8.1	33.1		22.9	4.2	41.0		16.0				
Green Ext Time (p_c), s	0.2	6.8		0.4	0.1	10.3		0.4				

Intersection Summary												
HCM 7th Control Delay, s/veh			34.4									
HCM 7th LOS			C									

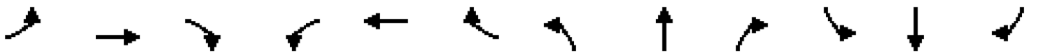
Intersection	
Int Delay, s/veh	4.3

Movement	SEL	SER	NEL	NET	SWT	SWR
Lane Configurations						
Traffic Vol, veh/h	70	9	77	61	137	0
Future Vol, veh/h	70	9	77	61	137	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	76	10	84	66	149	0

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	383	149	149	0	-	0
Stage 1	149	-	-	-	-	-
Stage 2	234	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	620	898	1433	-	-	-
Stage 1	879	-	-	-	-	-
Stage 2	805	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	582	898	1433	-	-	-
Mov Cap-2 Maneuver	582	-	-	-	-	-
Stage 1	825	-	-	-	-	-
Stage 2	805	-	-	-	-	-

Approach	SE	NE	SW
HCM Ctrl Dly, s/v	11.91	4.28	0
HCM LOS	B		

Minor Lane/Major Mvmt	NEL	NET	SELn1	SWT	SWR
Capacity (veh/h)	1004	-	607	-	-
HCM Lane V/C Ratio	0.058	-	0.142	-	-
HCM Ctrl Dly (s/v)	7.7	0	11.9	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.2	-	0.5	-	-



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	71	1145	40	113	1178	121	10	9	102	117	15	76
Future Volume (veh/h)	71	1145	40	113	1178	121	10	9	102	117	15	76
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	76	1218	43	120	1253	129	11	10	109	124	16	81
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	272	2288	81	297	2326	1038	151	11	124	142	18	141
Arrive On Green	0.03	0.65	0.65	0.03	0.65	0.65	0.08	0.08	0.08	0.09	0.09	0.09
Sat Flow, veh/h	1781	3501	124	1781	3554	1585	1781	135	1471	1586	205	1585
Grp Volume(v), veh/h	76	618	643	120	1253	129	11	0	119	140	0	81
Grp Sat Flow(s),veh/h/ln	1781	1777	1848	1781	1777	1585	1781	0	1606	1791	0	1585
Q Serve(g_s), s	3.1	40.6	40.7	5.0	41.4	6.7	1.3	0.0	16.1	17.0	0.0	10.8
Cycle Q Clear(g_c), s	3.1	40.6	40.7	5.0	41.4	6.7	1.3	0.0	16.1	17.0	0.0	10.8
Prop In Lane	1.00		0.07	1.00		1.00	1.00		0.92	0.89		1.00
Lane Grp Cap(c), veh/h	272	1161	1208	297	2326	1038	151	0	136	160	0	141
V/C Ratio(X)	0.28	0.53	0.53	0.40	0.54	0.12	0.07	0.00	0.88	0.88	0.00	0.57
Avail Cap(c_a), veh/h	395	1161	1208	419	2326	1038	246	0	222	223	0	197
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	16.1	20.3	20.3	16.8	20.3	14.3	92.7	0.0	99.6	99.0	0.0	96.2
Incr Delay (d2), s/veh	0.6	1.7	1.7	0.9	0.2	0.1	0.2	0.0	19.0	23.4	0.0	3.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.3	17.0	17.7	2.0	16.8	2.4	0.6	0.0	7.6	9.1	0.0	4.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	16.7	22.0	22.0	17.7	20.5	14.3	92.9	0.0	118.6	122.4	0.0	99.8
LnGrp LOS	B	C	C	B	C	B	F		F	F		F
Approach Vol, veh/h		1337			1502			130			221	
Approach Delay, s/veh		21.7			19.8			116.4			114.1	
Approach LOS		C			B			F			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	15.0	151.6		27.2	14.7	151.8		26.2				
Change Period (Y+Rc), s	7.8	7.8		7.6	7.8	7.8		7.6				
Max Green Setting (Gmax), s	22.2	109.2		27.4	22.2	109.2		30.4				
Max Q Clear Time (g_c+I1), s	7.0	42.7		19.0	5.1	43.4		18.1				
Green Ext Time (p_c), s	0.2	9.8		0.6	0.1	12.0		0.5				

Intersection Summary												
HCM 7th Control Delay, s/veh			31.0									
HCM 7th LOS			C									

Intersection	
Int Delay, s/veh	2.5

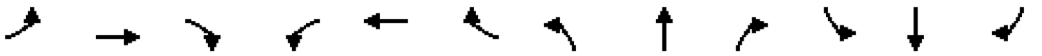
Movement	SEL	SER	NEL	NET	SWT	SWR
Lane Configurations						
Traffic Vol, veh/h	30	9	56	131	118	0
Future Vol, veh/h	30	9	56	131	118	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	33	10	61	142	128	0

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	392	128	128	0	-	0
Stage 1	128	-	-	-	-	-
Stage 2	264	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	612	922	1458	-	-	-
Stage 1	898	-	-	-	-	-
Stage 2	780	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	584	922	1458	-	-	-
Mov Cap-2 Maneuver	584	-	-	-	-	-
Stage 1	857	-	-	-	-	-
Stage 2	780	-	-	-	-	-

Approach	SE	NE	SW
HCM Ctrl Dly, s/v	11.04	2.27	0
HCM LOS	B		

Minor Lane/Major Mvmt	NEL	NET	SELn1	SWT	SWR
Capacity (veh/h)	539	-	638	-	-
HCM Lane V/C Ratio	0.042	-	0.066	-	-
HCM Ctrl Dly (s/v)	7.6	0	11	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.2	-	-

2028 PHASE 2 NO-BUILD CONDITIONS



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	54	958	30	136	1151	92	6	11	108	180	15	69
Future Volume (veh/h)	54	958	30	136	1151	92	6	11	108	180	15	69
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	56	988	31	140	1187	95	6	11	111	186	15	71
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	259	2005	63	339	2059	918	156	13	128	204	16	196
Arrive On Green	0.03	0.58	0.58	0.04	0.59	0.59	0.09	0.09	0.09	0.13	0.13	0.13
Sat Flow, veh/h	1753	3461	109	1753	3497	1560	1753	143	1439	1628	131	1560
Grp Volume(v), veh/h	56	499	520	140	1187	95	6	0	122	201	0	71
Grp Sat Flow(s),veh/h/ln	1753	1749	1821	1753	1749	1560	1753	0	1582	1759	0	1560
Q Serve(g_s), s	2.4	31.9	31.9	6.2	40.1	5.1	0.6	0.0	14.5	21.4	0.0	7.9
Cycle Q Clear(g_c), s	2.4	31.9	31.9	6.2	40.1	5.1	0.6	0.0	14.5	21.4	0.0	7.9
Prop In Lane	1.00		0.06	1.00		1.00	1.00		0.91	0.93		1.00
Lane Grp Cap(c), veh/h	259	1013	1055	339	2059	918	156	0	141	221	0	196
V/C Ratio(X)	0.22	0.49	0.49	0.41	0.58	0.10	0.04	0.00	0.87	0.91	0.00	0.36
Avail Cap(c_a), veh/h	357	1013	1055	421	2059	918	244	0	220	244	0	217
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	18.8	23.5	23.5	18.2	24.3	17.1	79.1	0.0	85.5	82.0	0.0	76.1
Incr Delay (d2), s/veh	0.4	1.7	1.6	0.8	0.4	0.0	0.1	0.0	19.2	33.0	0.0	1.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	13.3	13.9	2.5	16.2	1.8	0.3	0.0	6.8	11.9	0.0	3.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	19.2	25.2	25.2	19.0	24.7	17.2	79.2	0.0	104.7	115.1	0.0	77.3
LnGrp LOS	B	C	C	B	C	B	E		F	F		E
Approach Vol, veh/h		1075			1422			128			272	
Approach Delay, s/veh		24.9			23.7			103.5			105.2	
Approach LOS		C			C			F			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	16.2	117.9		31.4	14.4	119.7		24.5				
Change Period (Y+Rc), s	7.8	7.8		7.6	7.8	7.8		7.6				
Max Green Setting (Gmax), s	17.2	89.2		26.4	17.2	89.2		26.4				
Max Q Clear Time (g_c+I1), s	8.2	33.9		23.4	4.4	42.1		16.5				
Green Ext Time (p_c), s	0.2	6.9		0.4	0.1	10.5		0.4				

Intersection Summary												
HCM 7th Control Delay, s/veh			35.3									
HCM 7th LOS			D									

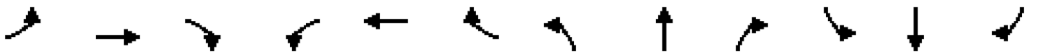
Intersection	
Int Delay, s/veh	4.4

Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	71	0	9	3	0	0	78	62	11	1	138	0
Future Vol, veh/h	71	0	9	3	0	0	78	62	11	1	138	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	77	0	10	3	0	0	85	67	12	1	150	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	389	401	150	395	395	73	150	0	0	79	0	0
Stage 1	152	152	-	243	243	-	-	-	-	-	-	-
Stage 2	237	249	-	152	152	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	570	538	896	565	542	988	1431	-	-	1519	-	-
Stage 1	850	771	-	761	705	-	-	-	-	-	-	-
Stage 2	766	701	-	850	771	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	534	504	896	523	508	988	1431	-	-	1519	-	-
Mov Cap-2 Maneuver	534	504	-	523	508	-	-	-	-	-	-	-
Stage 1	850	771	-	713	661	-	-	-	-	-	-	-
Stage 2	719	657	-	840	771	-	-	-	-	-	-	-

Approach	SE	NW	NE	SW
HCM Ctrl Dly, s/v	12.62	11.92	3.96	0.05
HCM LOS	B	B		

Minor Lane/Major Mvmt	NEL	NET	NER	NWLn1	SELn1	SWL	SWT	SWR
Capacity (veh/h)	903	-	-	523	559	13	-	-
HCM Lane V/C Ratio	0.059	-	-	0.006	0.155	0.001	-	-
HCM Ctrl Dly (s/v)	7.7	0	-	11.9	12.6	7.4	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0.2	-	-	0	0.5	0	-	-



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	73	1156	41	113	1189	124	10	10	103	120	16	80
Future Volume (veh/h)	73	1156	41	113	1189	124	10	10	103	120	16	80
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	78	1230	44	120	1265	132	11	11	110	128	17	85
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	266	2272	81	291	2312	1031	153	13	125	145	19	146
Arrive On Green	0.03	0.65	0.65	0.03	0.65	0.65	0.09	0.09	0.09	0.09	0.09	0.09
Sat Flow, veh/h	1781	3500	125	1781	3554	1585	1781	146	1461	1581	210	1585
Grp Volume(v), veh/h	78	624	650	120	1265	132	11	0	121	145	0	85
Grp Sat Flow(s),veh/h/ln	1781	1777	1848	1781	1777	1585	1781	0	1607	1791	0	1585
Q Serve(g_s), s	3.2	41.8	41.9	5.0	42.5	7.0	1.2	0.0	16.4	17.6	0.0	11.3
Cycle Q Clear(g_c), s	3.2	41.8	41.9	5.0	42.5	7.0	1.2	0.0	16.4	17.6	0.0	11.3
Prop In Lane	1.00		0.07	1.00		1.00	1.00		0.91	0.88		1.00
Lane Grp Cap(c), veh/h	266	1154	1200	291	2312	1031	153	0	138	165	0	146
V/C Ratio(X)	0.29	0.54	0.54	0.41	0.55	0.13	0.07	0.00	0.88	0.88	0.00	0.58
Avail Cap(c_a), veh/h	389	1154	1200	412	2312	1031	246	0	222	223	0	197
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	16.8	20.9	20.9	17.4	20.8	14.6	92.5	0.0	99.4	98.7	0.0	95.8
Incr Delay (d2), s/veh	0.6	1.8	1.8	0.9	0.3	0.1	0.2	0.0	19.7	24.8	0.0	3.7
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.3	17.6	18.3	2.1	17.3	2.5	0.6	0.0	7.7	9.5	0.0	4.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	17.4	22.7	22.6	18.3	21.1	14.7	92.7	0.0	119.1	123.5	0.0	99.5
LnGrp LOS	B	C	C	B	C	B	F		F	F		F
Approach Vol, veh/h		1352			1517			132			230	
Approach Delay, s/veh		22.4			20.3			116.9			114.6	
Approach LOS		C			C			F			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	15.1	150.6		27.8	14.7	151.0		26.5				
Change Period (Y+Rc), s	7.8	7.8		7.6	7.8	7.8		7.6				
Max Green Setting (Gmax), s	22.2	109.2		27.4	22.2	109.2		30.4				
Max Q Clear Time (g_c+I1), s	7.0	43.9		19.6	5.2	44.5		18.4				
Green Ext Time (p_c), s	0.2	10.0		0.6	0.1	12.2		0.5				

Intersection Summary			
HCM 7th Control Delay, s/veh		31.8	
HCM 7th LOS		C	

Intersection	
Int Delay, s/veh	2.6

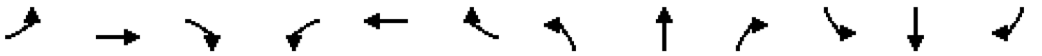
Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	30	0	4	8	0	0	57	132	3	0	120	0
Future Vol, veh/h	30	0	4	8	0	0	57	132	3	0	120	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	33	0	4	9	0	0	62	143	3	0	130	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	398	401	130	399	399	145	130	0	0	147	0	0
Stage 1	130	130	-	269	269	-	-	-	-	-	-	-
Stage 2	267	271	-	130	130	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	562	538	919	561	539	902	1455	-	-	1435	-	-
Stage 1	873	788	-	737	687	-	-	-	-	-	-	-
Stage 2	738	685	-	873	788	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	536	513	919	532	514	902	1455	-	-	1435	-	-
Mov Cap-2 Maneuver	536	513	-	532	514	-	-	-	-	-	-	-
Stage 1	873	788	-	702	655	-	-	-	-	-	-	-
Stage 2	704	654	-	869	788	-	-	-	-	-	-	-

Approach	SE	NW	NE	SW
HCM Ctrl Dly, s/v	11.83	11.87	2.25	0
HCM LOS	B	B		

Minor Lane/Major Mvmt	NEL	NET	NER	NWLn1	SELn1	SWL	SWT	SWR
Capacity (veh/h)	532	-	-	532	564	1435	-	-
HCM Lane V/C Ratio	0.043	-	-	0.016	0.066	-	-	-
HCM Ctrl Dly (s/v)	7.6	0	-	11.9	11.8	0	-	-
HCM Lane LOS	A	A	-	B	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0	0.2	0	-	-

2027 PHASE 1 BUILD CONDITIONS



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	54	949	30	135	1140	92	6	11	107	178	15	69
Future Volume (veh/h)	54	949	30	135	1140	92	6	11	107	178	15	69
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	56	978	31	139	1175	95	6	11	110	184	15	71
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	264	2012	64	344	2065	921	155	13	127	202	16	194
Arrive On Green	0.03	0.58	0.58	0.04	0.59	0.59	0.09	0.09	0.09	0.12	0.12	0.12
Sat Flow, veh/h	1753	3460	110	1753	3497	1560	1753	144	1438	1627	133	1560
Grp Volume(v), veh/h	56	494	515	139	1175	95	6	0	121	199	0	71
Grp Sat Flow(s),veh/h/ln	1753	1749	1821	1753	1749	1560	1753	0	1582	1759	0	1560
Q Serve(g_s), s	2.3	31.3	31.3	6.1	39.4	5.0	0.6	0.0	14.3	21.2	0.0	7.9
Cycle Q Clear(g_c), s	2.3	31.3	31.3	6.1	39.4	5.0	0.6	0.0	14.3	21.2	0.0	7.9
Prop In Lane	1.00		0.06	1.00		1.00	1.00		0.91	0.92		1.00
Lane Grp Cap(c), veh/h	264	1017	1059	344	2065	921	155	0	140	219	0	194
V/C Ratio(X)	0.21	0.49	0.49	0.40	0.57	0.10	0.04	0.00	0.87	0.91	0.00	0.37
Avail Cap(c_a), veh/h	361	1017	1059	426	2065	921	244	0	220	244	0	217
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	18.5	23.2	23.2	17.9	24.0	17.0	79.2	0.0	85.5	82.1	0.0	76.3
Incr Delay (d2), s/veh	0.4	1.7	1.6	0.8	0.4	0.0	0.1	0.0	18.9	32.5	0.0	1.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	13.1	13.6	2.5	15.9	1.8	0.3	0.0	6.7	11.7	0.0	3.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	18.9	24.9	24.8	18.7	24.4	17.0	79.3	0.0	104.4	114.7	0.0	77.5
LnGrp LOS	B	C	C	B	C	B	E		F	F		E
Approach Vol, veh/h		1065			1409			127			270	
Approach Delay, s/veh		24.5			23.3			103.2			104.9	
Approach LOS		C			C			F			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	16.1	118.3		31.2	14.4	120.0		24.4				
Change Period (Y+Rc), s	7.8	7.8		7.6	7.8	7.8		7.6				
Max Green Setting (Gmax), s	17.2	89.2		26.4	17.2	89.2		26.4				
Max Q Clear Time (g_c+I1), s	8.1	33.3		23.2	4.3	41.4		16.3				
Green Ext Time (p_c), s	0.2	6.8		0.4	0.1	10.3		0.4				

Intersection Summary												
HCM 7th Control Delay, s/veh			35.0									
HCM 7th LOS			C									

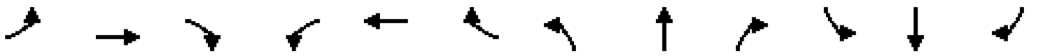
Intersection	
Int Delay, s/veh	4.4

Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	70	0	9	3	0	0	77	61	11	1	137	0
Future Vol, veh/h	70	0	9	3	0	0	77	61	11	1	137	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	76	0	10	3	0	0	84	66	12	1	149	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	385	397	149	391	391	72	149	0	0	78	0	0
Stage 1	151	151	-	240	240	-	-	-	-	-	-	-
Stage 2	234	246	-	151	151	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	574	541	898	568	545	990	1433	-	-	1520	-	-
Stage 1	851	772	-	764	707	-	-	-	-	-	-	-
Stage 2	769	703	-	851	772	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	538	507	898	527	511	990	1433	-	-	1520	-	-
Mov Cap-2 Maneuver	538	507	-	527	511	-	-	-	-	-	-	-
Stage 1	851	772	-	717	664	-	-	-	-	-	-	-
Stage 2	722	660	-	841	772	-	-	-	-	-	-	-

Approach	SE	NW	NE	SW
HCM Ctrl Dly, s/v	12.53	11.87	3.96	0.05
HCM LOS	B	B		

Minor Lane/Major Mvmt	NEL	NET	NER	NWLn1	SELn1	SWL	SWT	SWR
Capacity (veh/h)	903	-	-	527	564	13	-	-
HCM Lane V/C Ratio	0.058	-	-	0.006	0.152	0.001	-	-
HCM Ctrl Dly (s/v)	7.7	0	-	11.9	12.5	7.4	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0.2	-	-	0	0.5	0	-	-



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	72	1145	40	113	1178	122	10	10	102	119	16	80
Future Volume (veh/h)	72	1145	40	113	1178	122	10	10	102	119	16	80
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	77	1218	43	120	1253	130	11	11	109	127	17	85
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	270	2278	80	295	2317	1033	152	13	124	144	19	145
Arrive On Green	0.03	0.65	0.65	0.03	0.65	0.65	0.09	0.09	0.09	0.09	0.09	0.09
Sat Flow, veh/h	1781	3501	124	1781	3554	1585	1781	147	1460	1580	211	1585
Grp Volume(v), veh/h	77	618	643	120	1253	130	11	0	120	144	0	85
Grp Sat Flow(s),veh/h/ln	1781	1777	1848	1781	1777	1585	1781	0	1608	1791	0	1585
Q Serve(g_s), s	3.1	41.0	41.1	5.0	41.7	6.8	1.3	0.0	16.2	17.5	0.0	11.3
Cycle Q Clear(g_c), s	3.1	41.0	41.1	5.0	41.7	6.8	1.3	0.0	16.2	17.5	0.0	11.3
Prop In Lane	1.00		0.07	1.00		1.00	1.00		0.91	0.88		1.00
Lane Grp Cap(c), veh/h	270	1156	1202	295	2317	1033	152	0	137	164	0	145
V/C Ratio(X)	0.29	0.53	0.54	0.41	0.54	0.13	0.07	0.00	0.88	0.88	0.00	0.59
Avail Cap(c_a), veh/h	393	1156	1202	417	2317	1033	246	0	222	223	0	197
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	16.4	20.6	20.6	17.1	20.6	14.5	92.6	0.0	99.5	98.7	0.0	96.0
Incr Delay (d2), s/veh	0.6	1.8	1.7	0.9	0.3	0.1	0.2	0.0	19.3	24.5	0.0	3.7
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.3	17.2	17.9	2.1	17.0	2.5	0.6	0.0	7.6	9.4	0.0	4.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	17.0	22.4	22.3	18.0	20.8	14.6	92.8	0.0	118.8	123.3	0.0	99.7
LnGrp LOS	B	C	C	B	C	B	F		F	F		F
Approach Vol, veh/h		1338			1503			131			229	
Approach Delay, s/veh		22.0			20.1			116.7			114.5	
Approach LOS		C			C			F			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	15.0	150.9		27.7	14.7	151.2		26.3				
Change Period (Y+Rc), s	7.8	7.8		7.6	7.8	7.8		7.6				
Max Green Setting (Gmax), s	22.2	109.2		27.4	22.2	109.2		30.4				
Max Q Clear Time (g_c+I1), s	7.0	43.1		19.5	5.1	43.7		18.2				
Green Ext Time (p_c), s	0.2	9.8		0.6	0.1	12.0		0.5				

Intersection Summary												
HCM 7th Control Delay, s/veh			31.6									
HCM 7th LOS			C									

Intersection	
Int Delay, s/veh	2.7

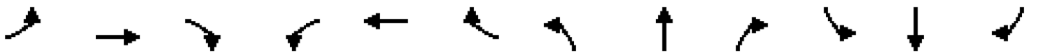
Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	30	0	9	8	0	0	56	131	3	0	118	0
Future Vol, veh/h	30	0	9	8	0	0	56	131	3	0	118	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	33	0	10	9	0	0	61	142	3	0	128	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	392	396	128	394	394	144	128	0	0	146	0	0
Stage 1	128	128	-	266	266	-	-	-	-	-	-	-
Stage 2	264	267	-	128	128	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	567	541	922	566	542	903	1458	-	-	1436	-	-
Stage 1	875	790	-	740	689	-	-	-	-	-	-	-
Stage 2	741	688	-	875	790	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	541	517	922	534	518	903	1458	-	-	1436	-	-
Mov Cap-2 Maneuver	541	517	-	534	518	-	-	-	-	-	-	-
Stage 1	875	790	-	706	658	-	-	-	-	-	-	-
Stage 2	707	656	-	866	790	-	-	-	-	-	-	-

Approach	SE	NW	NE	SW
HCM Ctrl Dly, s/v	11.48	11.85	2.23	0
HCM LOS	B	B		

Minor Lane/Major Mvmt	NEL	NET	NER	NWLn1	SELn1	SWL	SWT	SWR
Capacity (veh/h)	528	-	-	534	598	1436	-	-
HCM Lane V/C Ratio	0.042	-	-	0.016	0.071	-	-	-
HCM Ctrl Dly (s/v)	7.6	0	-	11.9	11.5	0	-	-
HCM Lane LOS	A	A	-	B	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0	0.2	0	-	-

2028 PHASE 2 BUILD CONDITIONS



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	54	958	30	136	1151	95	6	13	108	181	15	70
Future Volume (veh/h)	54	958	30	136	1151	95	6	13	108	181	15	70
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	56	988	31	140	1187	98	6	13	111	187	15	72
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	4	4	4	4	4	4	4	4	4	4	4	4
Cap, veh/h	258	1999	63	338	2053	916	158	15	128	205	16	196
Arrive On Green	0.03	0.58	0.58	0.04	0.59	0.59	0.09	0.09	0.09	0.13	0.13	0.13
Sat Flow, veh/h	1753	3461	109	1753	3497	1560	1753	166	1419	1629	131	1560
Grp Volume(v), veh/h	56	499	520	140	1187	98	6	0	124	202	0	72
Grp Sat Flow(s),veh/h/ln	1753	1749	1821	1753	1749	1560	1753	0	1585	1759	0	1560
Q Serve(g_s), s	2.4	32.1	32.1	6.2	40.3	5.3	0.6	0.0	14.7	21.5	0.0	8.0
Cycle Q Clear(g_c), s	2.4	32.1	32.1	6.2	40.3	5.3	0.6	0.0	14.7	21.5	0.0	8.0
Prop In Lane	1.00		0.06	1.00		1.00	1.00		0.90	0.93		1.00
Lane Grp Cap(c), veh/h	258	1010	1052	338	2053	916	158	0	143	222	0	196
V/C Ratio(X)	0.22	0.49	0.49	0.41	0.58	0.11	0.04	0.00	0.87	0.91	0.00	0.37
Avail Cap(c_a), veh/h	355	1010	1052	419	2053	916	244	0	220	244	0	217
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	18.9	23.7	23.7	18.4	24.5	17.3	78.9	0.0	85.4	82.0	0.0	76.1
Incr Delay (d2), s/veh	0.4	1.7	1.7	0.8	0.4	0.1	0.1	0.0	19.8	33.3	0.0	1.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	13.4	14.0	2.5	16.3	1.9	0.3	0.0	6.9	12.0	0.0	3.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	19.4	25.4	25.4	19.2	24.9	17.3	79.0	0.0	105.1	115.3	0.0	77.2
LnGrp LOS	B	C	C	B	C	B	E		F	F		E
Approach Vol, veh/h		1075			1425			130			274	
Approach Delay, s/veh		25.1			23.8			103.9			105.3	
Approach LOS		C			C			F			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	16.2	117.6		31.5	14.4	119.3		24.7				
Change Period (Y+Rc), s	7.8	7.8		7.6	7.8	7.8		7.6				
Max Green Setting (Gmax), s	17.2	89.2		26.4	17.2	89.2		26.4				
Max Q Clear Time (g_c+I1), s	8.2	34.1		23.5	4.4	42.3		16.7				
Green Ext Time (p_c), s	0.2	6.9		0.4	0.1	10.5		0.4				

Intersection Summary			
HCM 7th Control Delay, s/veh		35.6	
HCM 7th LOS		D	

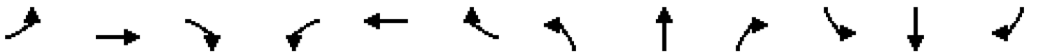
Intersection	
Int Delay, s/veh	4.4

Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	71	0	9	5	0	0	78	62	18	1	138	0
Future Vol, veh/h	71	0	9	5	0	0	78	62	18	1	138	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	77	0	10	5	0	0	85	67	20	1	150	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	389	409	150	399	399	77	150	0	0	87	0	0
Stage 1	152	152	-	247	247	-	-	-	-	-	-	-
Stage 2	237	257	-	152	152	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	570	532	896	561	539	984	1431	-	-	1509	-	-
Stage 1	850	771	-	757	702	-	-	-	-	-	-	-
Stage 2	766	695	-	850	771	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	534	499	896	520	505	984	1431	-	-	1509	-	-
Mov Cap-2 Maneuver	534	499	-	520	505	-	-	-	-	-	-	-
Stage 1	850	771	-	710	658	-	-	-	-	-	-	-
Stage 2	718	652	-	840	771	-	-	-	-	-	-	-

Approach	SE	NW	NE	SW
HCM Ctrl Dly, s/v	12.62	11.99	3.79	0.05
HCM LOS	B	B		

Minor Lane/Major Mvmt	NEL	NET	NER	NWLn1	SELn1	SWL	SWT	SWR
Capacity (veh/h)	850	-	-	520	559	13	-	-
HCM Lane V/C Ratio	0.059	-	-	0.01	0.155	0.001	-	-
HCM Ctrl Dly (s/v)	7.7	0	-	12	12.6	7.4	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0.2	-	-	0	0.5	0	-	-



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	74	1156	41	113	1189	125	10	11	103	122	17	84
Future Volume (veh/h)	74	1156	41	113	1189	125	10	11	103	122	17	84
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	79	1230	44	120	1265	133	11	12	110	130	18	89
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	264	2264	81	290	2305	1028	154	14	125	147	20	148
Arrive On Green	0.03	0.65	0.65	0.03	0.65	0.65	0.09	0.09	0.09	0.09	0.09	0.09
Sat Flow, veh/h	1781	3500	125	1781	3554	1585	1781	158	1451	1574	218	1585
Grp Volume(v), veh/h	79	624	650	120	1265	133	11	0	122	148	0	89
Grp Sat Flow(s),veh/h/ln	1781	1777	1848	1781	1777	1585	1781	0	1609	1792	0	1585
Q Serve(g_s), s	3.3	42.1	42.1	5.1	42.7	7.1	1.2	0.0	16.5	18.0	0.0	11.9
Cycle Q Clear(g_c), s	3.3	42.1	42.1	5.1	42.7	7.1	1.2	0.0	16.5	18.0	0.0	11.9
Prop In Lane	1.00		0.07	1.00		1.00	1.00		0.90	0.88		1.00
Lane Grp Cap(c), veh/h	264	1149	1195	290	2305	1028	154	0	139	168	0	148
V/C Ratio(X)	0.30	0.54	0.54	0.41	0.55	0.13	0.07	0.00	0.88	0.88	0.00	0.60
Avail Cap(c_a), veh/h	388	1149	1195	410	2305	1028	246	0	222	223	0	197
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	17.0	21.1	21.2	17.6	21.1	14.8	92.4	0.0	99.4	98.5	0.0	95.7
Incr Delay (d2), s/veh	0.6	1.8	1.8	0.9	0.3	0.1	0.2	0.0	20.0	25.6	0.0	3.8
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.3	17.7	18.4	2.1	17.5	2.6	0.6	0.0	7.8	9.7	0.0	5.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	17.6	23.0	22.9	18.6	21.4	14.9	92.6	0.0	119.4	124.1	0.0	99.6
LnGrp LOS	B	C	C	B	C	B	F		F	F		F
Approach Vol, veh/h		1353			1518			133			237	
Approach Delay, s/veh		22.6			20.6			117.2			114.9	
Approach LOS		C			C			F			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	15.1	150.1		28.2	14.7	150.5		26.6				
Change Period (Y+Rc), s	7.8	7.8		7.6	7.8	7.8		7.6				
Max Green Setting (Gmax), s	22.2	109.2		27.4	22.2	109.2		30.4				
Max Q Clear Time (g_c+I1), s	7.1	44.1		20.0	5.3	44.7		18.5				
Green Ext Time (p_c), s	0.2	10.0		0.6	0.1	12.2		0.5				

Intersection Summary			
HCM 7th Control Delay, s/veh		32.3	
HCM 7th LOS		C	

Intersection	
Int Delay, s/veh	2.8

Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	30	0	4	16	0	0	57	132	7	0	120	0
Future Vol, veh/h	30	0	4	16	0	0	57	132	7	0	120	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	33	0	4	17	0	0	62	143	8	0	130	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	398	405	130	402	402	147	130	0	0	151	0	0
Stage 1	130	130	-	271	271	-	-	-	-	-	-	-
Stage 2	267	275	-	130	130	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	562	535	919	559	537	900	1455	-	-	1430	-	-
Stage 1	873	788	-	735	685	-	-	-	-	-	-	-
Stage 2	738	683	-	873	788	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	536	510	919	531	512	900	1455	-	-	1430	-	-
Mov Cap-2 Maneuver	536	510	-	531	512	-	-	-	-	-	-	-
Stage 1	873	788	-	700	653	-	-	-	-	-	-	-
Stage 2	704	651	-	869	788	-	-	-	-	-	-	-

Approach	SE	NW	NE	SW
HCM Ctrl Dly, s/v	11.83	12.02	2.21	0
HCM LOS	B	B		

Minor Lane/Major Mvmt	NEL	NET	NER	NWLn1	SELn1	SWL	SWT	SWR
Capacity (veh/h)	518	-	-	531	564	1430	-	-
HCM Lane V/C Ratio	0.043	-	-	0.033	0.066	-	-	-
HCM Ctrl Dly (s/v)	7.6	0	-	12	11.8	0	-	-
HCM Lane LOS	A	A	-	B	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.1	0.2	0	-	-

WINTER SPRINGS DENTISTRY

WINTER SPRINGS

Economic Fiscal Impact

This economic fiscal impact is prepared for the proposed development of the Winter Springs Dentistry office. The development is located east of the intersection of State Road 434 and Michael Blake Boulevard on Sea Hawk Cove. The Winter Springs Dentistry will be a 4,648 sq foot dentist office. Based on the proposed development, revenue to the City of Winter Springs will be generated through Ad Valorem Tax.

AD VALOREM TAX

Based on the research of comparable properties located in the City of Winter Springs, it is anticipated that the assessed value of the development will be approximately $2,150,000.

The following table provides the 2025 Millage Rate breakdown for properties located within the City of Winter Springs:

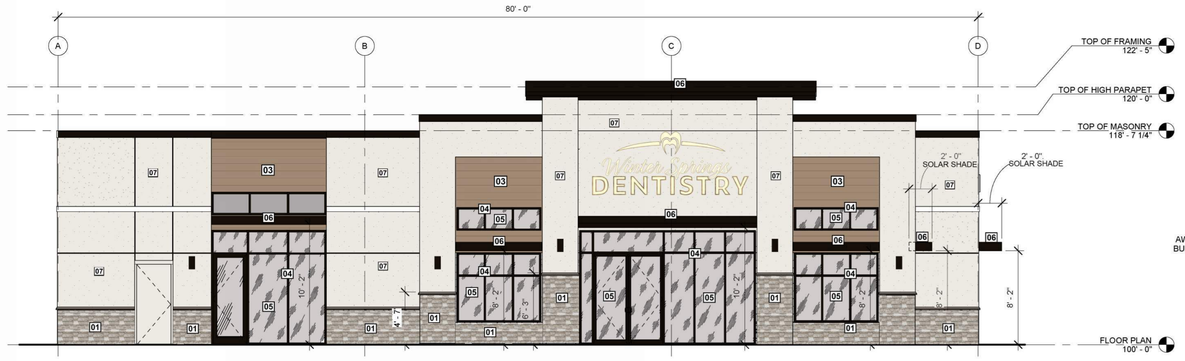
Property Location	County	City	Fire	Schools	St Johns Water Mgt	Total
Winter Springs	5.3751	2.6200	2.7649	5.249	0.1793	16.1883

Based on the 2025 Millage rate, the following are estimated tax revenues to the City of Winter Springs from the development:

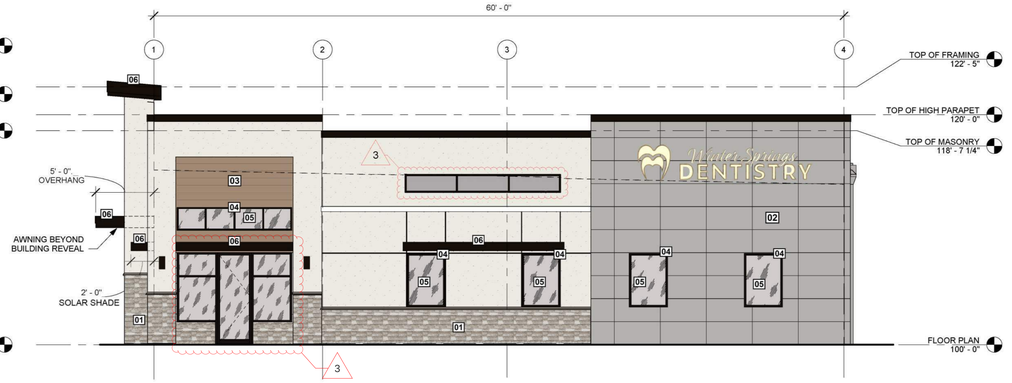
Estimated Assessed Value	Millage Rate	Estimated City Revenue
$2,150,000	16.1883	$34,805

TOTAL REVENUE

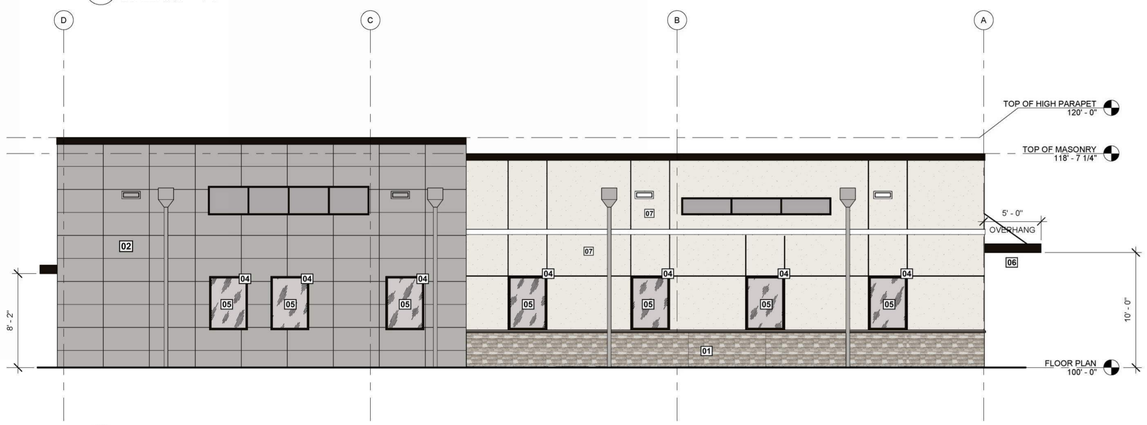
Based on the Ad Valorem Tax estimate above, the total annual revenue to the City of Winter Springs will be approximately $34,805 for the Winter Springs Dentistry development.



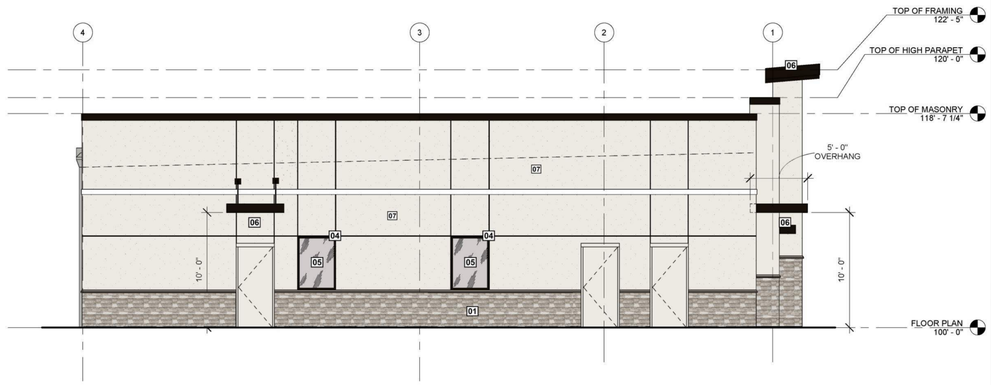
1 A-211 WEST ELEVATION
SCALE: 3/16" = 1'-0"



2 A-211 SOUTH ELEVATION - FACING SR 434
SCALE: 3/16" = 1'-0"



3 A-211 EAST ELEVATION
SCALE: 3/16" = 1'-0"



4 A-211 NORTH ELEVATION - FACING SEA HAWK COVE
SCALE: 3/16" = 1'-0"

ARCHITECTURAL FINISHES



01 - STONE VENEER
COLOR: GRAY/BROWN;
NOT FINAL - COLOR SELECTION BY OWNER



02 - CEMENTITIOUS PLANKS
COLOR: GRAY;
NOT FINAL - COLOR SELECTION TO BE BY OWNER



03 - WOOD-LOOK SIDING
COLOR: MEDIUM BROWN;
NOT FINAL - COLOR SELECTION TO BE BY OWNER



04 - ALUMINUM STOREFRONT MULLIONS
COLOR: IRON ORE OR DARK BRONZE;
NOT FINAL - COLOR SELECTION BY OWNER



05 - LOW E GLAZING
COLOR: SOLAR GREY;
NOT FINAL - COLOR SELECTION BY OWNER

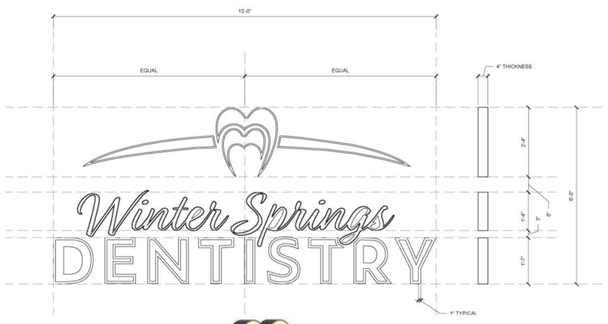


06 - CANTILEVERED METAL AWNING
COLOR: DARK BRONZE;
NOT FINAL - COLOR SELECTION BY OWNER



07 - STUCCO PAINTED/STUCCO BAND PAINTED
COLOR:
NOT FINAL - COLOR SELECTION BY OWNER

PROPOSED EXTERIOR SIGNAGES



CURRENT SIGNAGE REFERENCE









ADDRESSES FOR REFERENCES IN THE AREA:

CHASE BANK - 1210 E STATE ROAD 434, WINTER SPRINGS, FL 32708



LAKE JESUP DENTAL CARE - 1173 E STATE ROAD 434, WINTER SPRINGS, FL 32708



NOT FOR CONSTRUCTION

McCree
ARCHITECTS & ENGINEERS, INC.
500 E. Princeton St.
Orlando, FL 32803
P.O. Box 547369
Orlando, FL 32854-7369
Phone:407-898-4821
Fax:407-896-8763
License # AAC002100

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QA/QC REVIEW
REVIEWER | DATE

JOB NUMBER
26-000-20
COORDINATOR
RICHARD T. MCCREE JR.
ARCHITECT
TOM F. GRIFFIN
DESIGNER
STEWART NEILSON
DRAFTER
STEWART NEILSON
FILE NAME
R26_26000.rvt

DATE
07/31/26
08/21/26
09/29/26

DESIGN CONCEPT
ISSUE
1 REVISION 1
2 REVISION 2
3 REVISION 3

WINTER SPRINGS DENTISTRY
E. STATE ROAD 434
WINTER SPRINGS, FL 32708

STAMP

ARCHITECTURAL BUILDING ELEVATION

A-211.

Autodesk Docs://26-000-20 Winter Springs Dentistry/R26-26-000_Winter Springs Dentistry_CF.rvt
8/21/2026 2:24:09 PM



WEST ELEVATION - FRONT PERSPECTIVE VIEW



SOUTH ELEVATION - FACING SR 434 PERSPECTIVE VIEW

NOT FOR CONSTRUCTION

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QA/QC REVIEW
REVIEWER DATE

JOB NUMBER
26-000-20
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ARCHITECT
TOM F. GRIFFIN
DESIGNER
STEWART NEILSON
DRAFTER
VICTOR PHAN
FILE NAME
R26_26000.rvt

DATE
06/08/26

ISSUE
CONCEPT DESIGN

WINTER SPRINGS DENTISTRY
E. STATE ROAD 434
WINTER SPRINGS, FL 32708

STAMP

RENDERINGS
A-212

Autodesk Docs://26-000-20 Winter Springs Dentistry/R26-26-000_Winter Springs Dentistry_CF.rvt
6/9/2026 5:16:35 AM

June 18, 2026

Winter Springs City Hall
Planning Division
1126 E State Rd 434
Winter Springs, FL 32708

Re: Ch 20 Art. V Sec. 20-465, SR 434 Building Setback Waiver General Description
Project Name: Winter Springs Dentistry

City of Winter Springs,

A waiver is requested from Winter Springs City Code Section 20-465 to allow the Winter Springs Dentistry a minimum building setback of 15' from SR 434 ROW in lieu of the current 25' minimum building setback that is outlined in the previously mentioned code section. The current building setback requirement of 25' from the SR 434 ROW poses a challenge for meeting minimum parking requirements and economic viability of the property development.

If you have any questions, feel free to contact me at james.herbert@nv5.com.

Sincerely,
NV5, Inc.

Jason P. Mahoney, P.E.
Vice President

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Waiver

The Community Development Director reserves the right to determine whether this application is complete and accurate. An incomplete application will not be processed and will be returned to the applicant. The application shall be reviewed per Chapter 20 – Zoning Sec. 20-34. Applications shall be reviewed for sufficiency (completeness) within thirty (30) calendar days per FL Statue 166.033.

All applicants shall be afforded minimal due process as required by law, including the right to receive notice, be heard, present evidence, cross-examine witnesses, and be represented by a duly authorized representative. Applicants are further advised that a Waiver is quasi-judicial in nature.

Therefore, APPLICANT ACKNOWLEDGES and AGREES, by signing below, that he or she:

- May be sworn-in as a witness in order to provide testimony to the City Commission;
- Shall be subject to cross-examination by party intervenors (if requested); and
- Shall be required to qualify expert witnesses, as appropriate.

Applicants are encouraged to familiarize themselves with Chapter 2 – Administration Sec. 2-30 of the Winter Springs City Code relating to Quasi-Judicial Rules and Procedures of the City Commission. All Waiver recommendations shall be based from the required information/documentation provided, the Winter Springs Code of Ordinances, and the Winter Springs Comprehensive Plan (to the extent applicable).

The City Commission (CC) shall render all final decisions regarding Waivers and may impose reasonable conditions on any approved Waiver to the extent deemed necessary and relevant to ensure compliance with applicable criteria and other applicable provisions of the Winter Springs Code of Ordinances and the Winter Springs Comprehensive Plan. All formal decisions shall be based on competent substantial evidence and the applicable criteria as set forth in Chapter 20, Zoning. Applicants are advised that if, they decide to appeal any decisions made at the meetings or hearings with respect to any matter considered at the meetings or hearings, they will need a record of the proceedings and, for such purposes, they will need to insure that a verbatim record of the proceedings is made, at their cost, which includes the testimony and evidence upon which the appeal is to be based, per Florida Statute 286.0105.

A Waiver which may be granted by the City Commission shall expire two (2) years after the effective date of such approval by the City Commission, unless a building permit based upon and incorporating the Waiver, is issued by the City within said time period. Upon written request of the property owner, the City Commission may extend the expiration date, without public hearing, an additional six (6) months, provided the property owner demonstrates good cause for the extension In addition, if the aforementioned building permit is timely issued, and the building permit subsequently expires and the subject development project is abandoned or discontinued for a period of six months, the Waiver shall be deemed expired and null and void, per Chapter 20 – Sec.20-36.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Waiver

REQUIRED INFORMATION

Applicant(s):	NV5 Inc. c/o Jason P. Mahoney, P.E. Date: 6/18/26
Mailing address:	6200 Lee Vista Blvd, Suite 400, Orlando FL 32822
Email:	jason.mahoney@nv5.com
Phone Number:	(321) 436-5229
Property Owner(s):	Tuskawilla Retail Partners II, LLC
Mailing Address:	880 Glenwood Avenue SE, Atlanta GA 30316
Email:	markm@catalystdp.com
Phone Number:	(404) 229-0018
Project Name:	Winter Springs Dentistry
Property Address:	Sea Hawk Cove, Winter Springs FL 32708
Parcel ID(s):	06-21-31-510-0000-001B
Parcel Size:	0.50 AC
Existing Use:	Vacant

All waiver requests shall be written in the following format: A waiver is requested from Winter Springs City Code 'X' to allow 'Y' in lieu of 'Z'. After the request, the applicant shall provide a justification for each waiver request.

List Waiver(s)(provide additional sheets if necessary):

A waiver is requested from Winter Springs City Code Section 20-465 to allow the Winter Springs Dentistry building to be located at a setback of 15' from the SR 434 ROW in lieu of the 25' minimum setback defined in the code referenced above.

Demonstrate that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development?

The building setback requirement of 25' from the SR 434 ROW poses a challenge for meeting parking requirements while still providing the space needed for the proposed dentistry building. The Fifth Third Bank and The Learning Experience buildings located within the SR 434 corridor establish precedent for providing less than a 25' building setback.

CITY OF WINTER SPRINGS
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Application – Waiver

Demonstrate that the proposed development plan is in substantial compliance with Chapter 20 of the City's Code of Ordinances and in compliance with the Comprehensive Plan?

The proposed development plan is in substantial compliance with Chapter 20 of the City's Code of Ordinances as well as in compliance with the Comprehensive Plan.

Will the proposed development plan significantly enhance the real property?

Yes, the proposed development plan will significantly enhance the real property. By introducing a well-designed dental office facility, the project transforms underutilized land into a valuable community asset that meets local demand for dental health services.

Will the proposed development plan serve the public health, safety, and welfare of the City of Winter Springs?

Yes, the proposed development plan will serve the public health, safety, and welfare of the City of Winter Springs. The dental office facility provides a vital community service by providing dental health options to the residents of Winter Springs.

Will the waiver diminish property values in or alter the essential character of the surrounding neighborhood?

The requested waiver will not diminish property values or alter the essential character of the surrounding neighborhood.

Is the waiver request the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under Chapter 20 – Zoning?

Yes, the waiver request represents the minimum necessary adjustment to eliminate the impractical and unreasonable result caused by the strict application of the 25' building setback. No further reduction to the building setback is proposed, demonstrating that the waiver is limited strictly to what is needed to resolve the physical and jurisdictional conflicts.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Waiver

Is the proposed development plan compatible and harmonious with the surrounding neighborhood?

Yes, the proposed development plan is compatible and harmonious with the surrounding neighborhood. The project is a dental office facility, which is an appropriate and beneficial use within the area, providing a needed community service without introducing noise, traffic, or scale inconsistent with nearby development.

List all witnesses that the applicant intends to present to the City Commission to provide testimony:

Jason Mahoney, PE - NV5, Inc.

Describe with specificity any evidence which the applicant intends to present to the City Commission, including oral factual testimony, maps, photographs, records or reports and/or expert testimony:

None at this time.

Attach all documentary evidence which the applicant intends to present to the city commission to the back of this application. The Applicant has a continuing duty to update the list of witnesses, description of evidence, and documentary evidence throughout the application process. Additional witnesses or evidence will not be admitted at the city commission hearing if not submitted at least seven (7) days prior to such hearing.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Waiver

REQUIRED DOCUMENTATION

X A complete Application and Fee

X A general description of the relief sought under this division

X A brief explanation, with applicable supporting competent substantial evidence and documents, as to why the application satisfies the relevant criteria set forth in this division

X A Legal Description accompanied by a certified survey or the portion of the map maintained by the Seminole County Property Appraiser reflecting the boundaries of the subject property (To scale).

X An Excel mailing list with the names and addresses of each property owner within 500 ft. of each property line, along with the HOA Associations within 1/2 mile of each property line.

X For all new commercial development and new residential subdivisions of ten (10) or more lots or existing commercial buildings being altered by 50 percent or greater of the original floor plan or seating capacity and requiring a modified site plan, or development agreements process under section 20-28.1 of the City Code, or as otherwise deemed applicable by the city to relevantly and competently examine an application for compliance with the city code and the affect and impact the proposed use will have on neighborhood and surrounding properties, applicants shall be required to submit with the following additional information referenced in Chapter 20 – Zoning Sec.20.29 Applications (7) – (11).

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@wintersprings fl.org

Application – Waiver

CITY LIMITED RIGHT OF ENTRY: By submitting this Application you hereby grant temporary right of entry for City Officials to enter upon the subject property for purposes of evaluating this Application and posting on the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for a Waiver for the aforementioned project and have read and agree to the terms contained herein. In addition, if the Applicant is a corporate entity, the undersigned hereby represents and warrants that he/she is authorized to act on behalf of, and bind, the corporate entity.

Applicant Name (Print): NV5 Inc. c/o Jason P. Mahoney, P.E.

Applicant Signature: _____ Date: 6/18/26

Business Name: NV5, Inc.

Address: 6200 Lee Vista Blvd, Suite 400, Orlando FL 32822 Parcel ID: 06-21-31-510-0000-001B

STATE OF FLORIDA COUNTY OF ORANGE Date 06/18/2026

The foregoing instrument was acknowledged before me this 18 day of JUNE, 2026, by JASON P. MAHONEY who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____ Date: 06/18/2026 (seal):

Notary Public Signature: _____

My Commission Expires: 05/12/2028

SUSAN M. TURK
Notary Public
State of Florida
Comm# HH510927
Expires 5/12/2028

Note: The Property Owner shall sign and have their signature notarized below if the Applicant is not the owner of the subject property.

Property Owner's Name (Print): See attached letter of authorization

Property Owner Signature: _____ Date _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____ Date: _____ (seal):

Notary Public Signature: _____

My Commission expires: _____

LETTER OF AUTHORIZATION

Contract Purchaser: Bella Dental, PA

Property Tax ID #: 06-21-31-510-0000-001B

Legal Description: see attached

Authorized Applicant: NV5, Inc. c/o Jason P. Mahoney, P.E.

I hereby authorize NV5, Inc. c/o Jason P. Mahoney, P.E. to make application on my behalf, for the following:

1. City of Winter Springs Applications, including, but not limited, to Site Plan Review, Waiver Application, and/or Aesthetic Review Application

2. Saint John's River Water Management District Environmental Resource Permit.

By: _____ Ricardo Maristany

PRINT NAME: Karolina Rinwa

State of Florida

County of Seminole

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 3rd day of June 2026 ~~2024~~, by Karolina Rinwa Manager of Bella Dental PA ~~LLC~~, on behalf of the LLC. He [ ] is personally known to me or [✓] has produced a driver's license as identification.

(Notary Seal)

ISAAC PASTRANA
Notary Public - State of Florida
Commission # HH 696216
My Comm. Expires Jul 10, 2029
Bonded through National Notary Assn.

Signature of Public Notary

Isaac Pastrana

LEGAL DESCRIPTION

PARCEL 1B:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 1, BLAKE COMMONS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 91, PAGE 65, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. THENCE NORTH 38°43'16" WEST, ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 434, A DISTANCE OF 36.90 FEET; THENCE NORTH 24°10'06" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 48.66 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF MICHAEL BLAKE BOULEVARD; THENCE NORTH 38°43'16" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE 52.24 FEET;THENCE DEPARTING SAID RIGHT OF WAY LINE, NORTH 51°16'44" EAST, A DISTANCE OF 159.02 FEET TO THE TO THE SOUTHWESTERLY RIGHT OF WAY OF SEA HAWK COVE (ALSO KNOWN AS TRACT RW-1, BLAKE COMMONS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 91, PAGE 65, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA); THENCE SOUTH 38°28'33" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 137.28 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 51°37'48" WEST, A DISTANCE OF 170.67 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.52 ACRES, MORE OR LESS.

June 18, 2026

Winter Springs City Hall
Planning Division
1126 E State Rd 434
Winter Springs, FL 32708

Re: Ch 20, Sec. 20-324, Building Orientation Waiver General Description
Project Name: Winter Springs Dentistry

City of Winter Springs,

A waiver is requested from Winter Springs City Code Chapter 20, Section 324(11)(c) to allow the proposed building to face the proposed vehicular access point rather than SR 434, as required. Vehicular access from SR 434 is not permitted, and strict enforcement of City Code would result in a dysfunctional site layout, including ADA accessibility issues and compromised vehicle circulation. Orienting the building toward the access point ensures compliance with the broader goals of the City's Code and Comprehensive Plan while addressing the site's unique constraints.

If you have any questions, feel free to contact me at jason.mahoney@nv5.com.

Sincerely,
NV5, Inc.

Jason P. Mahoney, P.E.
Vice President

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Waiver

The Community Development Director reserves the right to determine whether this application is complete and accurate. An incomplete application will not be processed and will be returned to the applicant. The application shall be reviewed per Chapter 20 – Zoning Sec. 20-34. Applications shall be reviewed for sufficiency (completeness) within thirty (30) calendar days per FL Statue 166.033.

All applicants shall be afforded minimal due process as required by law, including the right to receive notice, be heard, present evidence, cross-examine witnesses, and be represented by a duly authorized representative. Applicants are further advised that a Waiver is quasi-judicial in nature.

Therefore, APPLICANT ACKNOWLEDGES and AGREES, by signing below, that he or she:

- May be sworn-in as a witness in order to provide testimony to the City Commission;
- Shall be subject to cross-examination by party intervenors (if requested); and
- Shall be required to qualify expert witnesses, as appropriate.

Applicants are encouraged to familiarize themselves with Chapter 2 – Administration Sec. 2-30 of the Winter Springs City Code relating to Quasi-Judicial Rules and Procedures of the City Commission. All Waiver recommendations shall be based from the required information/documentation provided, the Winter Springs Code of Ordinances, and the Winter Springs Comprehensive Plan (to the extent applicable).

The City Commission (CC) shall render all final decisions regarding Waivers and may impose reasonable conditions on any approved Waiver to the extent deemed necessary and relevant to ensure compliance with applicable criteria and other applicable provisions of the Winter Springs Code of Ordinances and the Winter Springs Comprehensive Plan. All formal decisions shall be based on competent substantial evidence and the applicable criteria as set forth in Chapter 20, Zoning. Applicants are advised that if, they decide to appeal any decisions made at the meetings or hearings with respect to any matter considered at the meetings or hearings, they will need a record of the proceedings and, for such purposes, they will need to insure that a verbatim record of the proceedings is made, at their cost, which includes the testimony and evidence upon which the appeal is to be based, per Florida Statute 286.0105.

A Waiver which may be granted by the City Commission shall expire two (2) years after the effective date of such approval by the City Commission, unless a building permit based upon and incorporating the Waiver, is issued by the City within said time period. Upon written request of the property owner, the City Commission may extend the expiration date, without public hearing, an additional six (6) months, provided the property owner demonstrates good cause for the extension In addition, if the aforementioned building permit is timely issued, and the building permit subsequently expires and the subject development project is abandoned or discontinued for a period of six months, the Waiver shall be deemed expired and null and void, per Chapter 20 – Sec.20-36.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Waiver

REQUIRED INFORMATION

Applicant(s):	NV5 Inc. c/o Jason P. Mahoney, P.E. Date: 6/18/26
Mailing address:	6200 Lee Vista Blvd, Suite 400, Orlando FL 32822
Email:	jason.mahoney@nv5.com
Phone Number:	(321) 436-5229
Property Owner(s):	Tuskawilla Retail Partners II, LLC
Mailing Address:	880 Glenwood Avenue SE, Atlanta GA 30316
Email:	markm@catalystdp.com
Phone Number:	(404) 229-0018
Project Name:	Winter Springs Dentistry
Property Address:	Sea Hawk Cove, Winter Springs FL 32708
Parcel ID(s):	06-21-31-510-0000-001B
Parcel Size:	0.50 AC
Existing Use:	Vacant

All waiver requests shall be written in the following format: A waiver is requested from Winter Springs City Code 'X' to allow 'Y' in lieu of 'Z'. After the request, the applicant shall provide a justification for each waiver request.

List Waiver(s)(provide additional sheets if necessary):

A waiver is requested from Winter Springs City Code Section 20-324 to allow the Winter Springs Dentistry building to face the vehicular access point in lieu of the front side of the building facing SR 434 ROW.

Demonstrate that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development?

Strict enforcement of the City Code would result in a dysfunctional site layout, including ADA accessibility issues and compromised vehicle circulation. Orienting the building towards the access point ensures compliance with the broader goals of the City's Code and Comprehensive Plan while addressing the site's unique constraints.

Demonstrate that the proposed development plan is in substantial compliance with Chapter 20 of the City's Code of Ordinances and in compliance with the Comprehensive Plan?

The proposed development plan is in substantial compliance with Chapter 20 of the City's Code of Ordinances and aligns with the intent of the Comprehensive Plan. While Section 324(11)(c) requires building orientation toward SR 434, strict application creates impractical and unreasonable site conditions due to restricted vehicle access. The building is instead oriented toward the approved access point, supporting safe circulation, ADA compliance, and functional site design. This approach maintains the spirit and objectives of the Code and Comprehensive Plan while responding to the site's unique vehicle access constraints.

Will the proposed development plan significantly enhance the real property?

Yes, the proposed development plan will significantly enhance the real property. By introducing a well-designed dental office facility, the project transforms underutilized land into a valuable community asset that meets local demand for dental health services.

Will the proposed development plan serve the public health, safety, and welfare of the City of Winter Springs?

Yes, the proposed development plan will serve the public health, safety, and welfare of the City of Winter Springs. The dental office facility provides a vital community service by providing dental health options to the residents of Winter Springs. The site plan prioritizes ADA compliance, pedestrian friendly infrastructure, and safe traffic circulation ensuring the well-being of patients and staff.

Will the waiver diminish property values in or alter the essential character of the surrounding neighborhood?

The requested waiver will not diminish property values or alter the essential character of the surrounding neighborhood. As a dental office facility, the development enhances neighborhood character by providing a needed community service while maintaining a safe and attractive frontage along SR 434.

Is the waiver request the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under Chapter 20 – Zoning?

Yes, the waiver request represents the minimum necessary adjustment to eliminate the impractical and unreasonable result caused by the strict application of the building orientation requirement.

Is the proposed development plan compatible and harmonious with the surrounding neighborhood?

Yes, the proposed development plan is compatible and harmonious with the surrounding neighborhood. The project is a dental office facility, which is an appropriate and beneficial use within the area, providing a needed community service without introducing noise, traffic, or scale inconsistent with nearby development.

List all witnesses that the applicant intends to present to the City Commission to provide testimony:

Jason Mahoney, PE - NV5, Inc.

Describe with specificity any evidence which the applicant intends to present to the City Commission, including oral factual testimony, maps, photographs, records or reports and/or expert testimony:

None at this time.

Attach all documentary evidence which the applicant intends to present to the city commission to the back of this application. The Applicant has a continuing duty to update the list of witnesses, description of evidence, and documentary evidence throughout the application process. Additional witnesses or evidence will not be admitted at the city commission hearing if not submitted at least seven (7) days prior to such hearing.

REQUIRED DOCUMENTATION

X A complete Application and Fee

X A general description of the relief sought under this division

X A brief explanation, with applicable supporting competent substantial evidence and documents, as to why the application satisfies the relevant criteria set forth in this division

X A Legal Description accompanied by a certified survey or the portion of the map maintained by the Seminole County Property Appraiser reflecting the boundaries of the subject property (To scale).

X An Excel mailing list with the names and addresses of each property owner within 500 ft. of each property line, along with the HOA Associations within 1/2 mile of each property line.

X For all new commercial development and new residential subdivisions of ten (10) or more lots or existing commercial buildings being altered by 50 percent or greater of the original floor plan or seating capacity and requiring a modified site plan, or development agreements process under section 20-28.1 of the City Code, or as otherwise deemed applicable by the city to relevantly and competently examine an application for compliance with the city code and the affect and impact the proposed use will have on neighborhood and surrounding properties, applicants shall be required to submit with the following additional information referenced in Chapter 20 – Zoning Sec.20.29 Applications (7) – (11).

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Waiver

CITY LIMITED RIGHT OF ENTRY: By submitting this Application you hereby grant temporary right of entry for City Officials to enter upon the subject property for purposes of evaluating this Application and posting on the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for a Waiver for the aforementioned project and have read and agree to the terms contained herein. In addition, if the Applicant is a corporate entity, the undersigned hereby represents and warrants that he/she is authorized to act on behalf of, and bind, the corporate entity.

Applicant Name (Print): NV5 Inc. c/o Jason P. Mahoney, P.E.

Applicant Signature: _____ Date: 6/18/26

Business Name: NV5, Inc.

Address: 6200 Lee Vista Blvd, Suite 400, Orlando FL 32822 Parcel ID: 06-21-31-510-0000-001B

STATE OF FLORIDA COUNTY OF ORANGE Date 06/18/2026

The foregoing instrument was acknowledged before me this 18 day of JUNE, 2026, by JASON P. MAHONEY who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____ Date: 06/18/2026 (seal):

Notary Public Signature: _____

My Commission Expires: 05/12/2028

SUSAN M. TURK
Notary Public
State of Florida
Comm# HH510927
Expires 5/12/2028

Note: The Property Owner shall sign and have their signature notarized below if the Applicant is not the owner of the subject property.

Property Owner's Name (Print): See attached letter of authorization

Property Owner Signature: _____ Date _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____ Date: _____ (seal):

Notary Public Signature: _____

My Commission expires: _____

LETTER OF AUTHORIZATION

Contract Purchaser: Bella Dental, PA

Property Tax ID #: 06-21-31-510-0000-001B

Legal Description: see attached

Authorized Applicant: NV5, Inc. c/o Jason P. Mahoney, P.E.

I hereby authorize NV5, Inc. c/o Jason P. Mahoney, P.E. to make application on my behalf, for the following:

1. City of Winter Springs Applications, including, but not limited, to Site Plan Review, Waiver Application, and/or Aesthetic Review Application

2. Saint John's River Water Management District Environmental Resource Permit.

By: _____ Ricardo Maristany

PRINT NAME: Karolina Rinwa

State of Florida

County of Seminole

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 3rd day of June 2026 ~~2024~~, by Karolina Rinwa Manager of Bella Dental PA ~~LLC~~, on behalf of the LLC. He [ ] is personally known to me or [✓] has produced a driver's license as identification.

(Notary Seal)

ISAAC PASTRANA
Notary Public - State of Florida
Commission # HH 696216
My Comm. Expires Jul 10, 2029
Bonded through National Notary Assn.

Signature of Public Notary

Isaac Pastrana

LEGAL DESCRIPTION

PARCEL 1B:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 1, BLAKE COMMONS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 91, PAGE 65, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. THENCE NORTH 38°43'16" WEST, ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 434, A DISTANCE OF 36.90 FEET; THENCE NORTH 24°10'06" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 48.66 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF MICHAEL BLAKE BOULEVARD; THENCE NORTH 38°43'16" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE 52.24 FEET;THENCE DEPARTING SAID RIGHT OF WAY LINE, NORTH 51°16'44" EAST, A DISTANCE OF 159.02 FEET TO THE TO THE SOUTHWESTERLY RIGHT OF WAY OF SEA HAWK COVE (ALSO KNOWN AS TRACT RW-1, BLAKE COMMONS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 91, PAGE 65, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA); THENCE SOUTH 38°28'33" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 137.28 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 51°37'48" WEST, A DISTANCE OF 170.67 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.52 ACRES, MORE OR LESS.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Waiver

The Community Development Director reserves the right to determine whether this application is complete and accurate. An incomplete application will not be processed and will be returned to the applicant. The application shall be reviewed per Chapter 20 – Zoning Sec. 20-34. Applications shall be reviewed for sufficiency (completeness) within thirty (30) calendar days per FL Statue 166.033.

All applicants shall be afforded minimal due process as required by law, including the right to receive notice, be heard, present evidence, cross-examine witnesses, and be represented by a duly authorized representative. Applicants are further advised that a Waiver is quasi-judicial in nature.

Therefore, APPLICANT ACKNOWLEDGES and AGREES, by signing below, that he or she:

- May be sworn-in as a witness in order to provide testimony to the City Commission;
- Shall be subject to cross-examination by party intervenors (if requested); and
- Shall be required to qualify expert witnesses, as appropriate.

Applicants are encouraged to familiarize themselves with Chapter 2 – Administration Sec. 2-30 of the Winter Springs City Code relating to Quasi-Judicial Rules and Procedures of the City Commission. All Waiver recommendations shall be based from the required information/documentation provided, the Winter Springs Code of Ordinances, and the Winter Springs Comprehensive Plan (to the extent applicable).

The City Commission (CC) shall render all final decisions regarding Waivers and may impose reasonable conditions on any approved Waiver to the extent deemed necessary and relevant to ensure compliance with applicable criteria and other applicable provisions of the Winter Springs Code of Ordinances and the Winter Springs Comprehensive Plan. All formal decisions shall be based on competent substantial evidence and the applicable criteria as set forth in Chapter 20, Zoning. Applicants are advised that if, they decide to appeal any decisions made at the meetings or hearings with respect to any matter considered at the meetings or hearings, they will need a record of the proceedings and, for such purposes, they will need to insure that a verbatim record of the proceedings is made, at their cost, which includes the testimony and evidence upon which the appeal is to be based, per Florida Statute 286.0105.

A Waiver which may be granted by the City Commission shall expire two (2) years after the effective date of such approval by the City Commission, unless a building permit based upon and incorporating the Waiver, is issued by the City within said time period. Upon written request of the property owner, the City Commission may extend the expiration date, without public hearing, an additional six (6) months, provided the property owner demonstrates good cause for the extension In addition, if the aforementioned building permit is timely issued, and the building permit subsequently expires and the subject development project is abandoned or discontinued for a period of six months, the Waiver shall be deemed expired and null and void, per Chapter 20 – Sec.20-36.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Waiver

REQUIRED INFORMATION

Applicant(s):	NV5 Inc. c/o Jason P. Mahoney, P.E. Date: 6/18/26
Mailing address:	6200 Lee Vista Blvd, Suite 400, Orlando FL 32822
Email:	jason.mahoney@nv5.com
Phone Number:	(321) 436-5229
Property Owner(s):	Tuskawilla Retail Partners II, LLC
Mailing Address:	880 Glenwood Avenue SE, Atlanta GA 30316
Email:	markm@catalystdp.com
Phone Number:	(404) 229-0018
Project Name:	Winter Springs Dentistry
Property Address:	Sea Hawk Cove, Winter Springs FL 32708
Parcel ID(s):	06-21-31-510-0000-001B
Parcel Size:	0.50 AC
Existing Use:	Vacant

All waiver requests shall be written in the following format: A waiver is requested from Winter Springs City Code 'X' to allow 'Y' in lieu of 'Z'. After the request, the applicant shall provide a justification for each waiver request.

List Waiver(s)(provide additional sheets if necessary):

A waiver is requested from Winter Springs City Code Section 20-601 to allow the Winter Springs Dentistry streetscape within the SR 434 ROW to consist of (1) 3 foot green strip, (2) 6 foot existing FDOT sidewalk, (3) 18 foot landscape area in lieu of (1) 16 foot landscape area, (2) 6 foot sidewalk and (3) 5 foot landscape area.

Demonstrate that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development?

Strict enforcement of the 27' streetscape requirement results in an impractical and unreasonable outcome for the proposed development due to existing site constraints and conflicting agency guidance. The FDOT controlled right-of-way adjacent to SR 434 measures only 13.5' in width and the FDOT sidewalk must remain within the right-of-way, thereby limiting design flexibility. The modified streetscape proposed meets the overall intent of Code Section 20-601 while keeping the sidewalk within FDOT right-of-way.

Demonstrate that the proposed development plan is in substantial compliance with Chapter 20 of the City's Code of Ordinances and in compliance with the Comprehensive Plan?

The proposed development plan is in substantial compliance with Chapter 20 of the City's Code of Ordinances and aligns with the goals of the Comprehensive Plan. While a minor waiver is requested from the strict 27' streetscape requirement, the plan preserves the intent of the code by providing enhanced landscaping to a 3' green strip located within FDOT's right-of-way, as well as an 18' green space that is partially located within SR 434's right-of-way, partially located within the private development, ensuring a visually appealing and pedestrian-friendly frontage. The development supports Comprehensive Plan objectives by enhancing community services through the addition of a premier dental office, promoting compatible infill development, and maintaining public safety through adherence to FDOT drainage and grading standards with SR 434's right-of-way. The overall design is consistent with the City's vision for balanced growth, safe infrastructure, and functional land use.

Will the proposed development plan significantly enhance the real property?

Yes, the proposed development plan will significantly enhance the real property. By introducing a well-designed dental office facility, the project transforms underutilized land into a valuable community asset that meets local demand for dental health services. The site improvements proposed includes landscaping within the 3' green strip and 18' green space that is partially located within SR 434's right-of-way, partially located within the private development.

Will the proposed development plan serve the public health, safety, and welfare of the City of Winter Springs?

Yes, the proposed development plan will serve the public health, safety, and welfare of the City of Winter Springs. The dental office facility provides a vital community service by providing dental health options to the residents of Winter Springs. Additionally, by preserving a landscaped buffer and sidewalk along SR 434, the plan supports pedestrian safety and maintains the visual integrity of the corridor, aligning with the City's broader planning goals.

Will the waiver diminish property values in or alter the essential character of the surrounding neighborhood?

The requested waiver will not diminish property values or alter the essential character of the surrounding neighborhood. The proposed design maintains a high-quality streetscape that includes a 3' green strip, existing FDOT sidewalk, and 18' landscape buffer, preserving aesthetic appeal and pedestrian function along SR 434. Additionally, as a dental office facility, the development enhances neighborhood character by providing a needed community service while maintaining a safe and attractive frontage along SR 434.

Is the waiver request the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under Chapter 20 – Zoning?

Yes, the waiver request represents the minimum necessary adjustment to eliminate the impractical and unreasonable result caused by the strict application of the 27' streetscape requirement. The design maintains the existing FDOT sidewalk while providing enhanced landscaping a 7.5' treescape within the FDOT ROW and a 13.5' landscaped area on site. This layout preserves the functional intent of the code while avoiding regulatory issues within FDOT's jurisdiction. No further reduction to the streetscape elements is proposed, demonstrating that the waiver is limited strictly to what is needed to resolve the physical and jurisdictional conflicts.

Is the proposed development plan compatible and harmonious with the surrounding neighborhood?

Yes, the proposed development plan is compatible and harmonious with the surrounding neighborhood. It preserves key streetscape elements such as landscaping, sidewalk access, and a treescape buffer, ensuring visual continuity along SR 434. The project is a dental office facility, which is an appropriate and beneficial use within the area, providing a needed community service without introducing noise, traffic, or scale inconsistent with nearby development. The modified streetscape design maintains an attractive and functional frontage while accommodating both site-specific constraints and agency requirements, ensuring the project blends seamlessly into the existing neighborhood fabric.

List all witnesses that the applicant intends to present to the City Commission to provide testimony:

Jason Mahoney, PE - NV5, Inc.

Describe with specificity any evidence which the applicant intends to present to the City Commission, including oral factual testimony, maps, photographs, records or reports and/or expert testimony:

None at this time.

Attach all documentary evidence which the applicant intends to present to the city commission to the back of this application. The Applicant has a continuing duty to update the list of witnesses, description of evidence, and documentary evidence throughout the application process. Additional witnesses or evidence will not be admitted at the city commission hearing if not submitted at least seven (7) days prior to such hearing.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Waiver

REQUIRED DOCUMENTATION

X A complete Application and Fee

X A general description of the relief sought under this division

X A brief explanation, with applicable supporting competent substantial evidence and documents, as to why the application satisfies the relevant criteria set forth in this division

X A Legal Description accompanied by a certified survey or the portion of the map maintained by the Seminole County Property Appraiser reflecting the boundaries of the subject property (To scale).

X An Excel mailing list with the names and addresses of each property owner within 500 ft. of each property line, along with the HOA Associations within 1/2 mile of each property line.

X For all new commercial development and new residential subdivisions of ten (10) or more lots or existing commercial buildings being altered by 50 percent or greater of the original floor plan or seating capacity and requiring a modified site plan, or development agreements process under section 20-28.1 of the City Code, or as otherwise deemed applicable by the city to relevantly and competently examine an application for compliance with the city code and the affect and impact the proposed use will have on neighborhood and surrounding properties, applicants shall be required to submit with the following additional information referenced in Chapter 20 – Zoning Sec.20.29 Applications (7) – (11).

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Waiver

CITY LIMITED RIGHT OF ENTRY: By submitting this Application you hereby grant temporary right of entry for City Officials to enter upon the subject property for purposes of evaluating this Application and posting on the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for a Waiver for the aforementioned project and have read and agree to the terms contained herein. In addition, if the Applicant is a corporate entity, the undersigned hereby represents and warrants that he/she is authorized to act on behalf of, and bind, the corporate entity.

Applicant Name (Print): NV5 Inc. c/o Jason P. Mahoney, P.E.

Applicant Signature: _____ Date: 6/18/26

Business Name: NV5, Inc.

Address: 6200 Lee Vista Blvd, Suite 400, Orlando FL 32822 Parcel ID: 06-21-31-510-0000-001B

STATE OF_____COUNTY OF _____ Date _____

The foregoing instrument was acknowledged before me this_____day of_____, 20____, by _____ who is personally known to me or who has produced _____as identification and who did/did not take an oath.

_____Date: _____ (seal):

Notary Public Signature: _____

My Commission Expires: _____

Note: The Property Owner shall sign and have their signature notarized below if the Applicant is not the owner of the subject property.

Property Owner's Name (Print): See attached letter of authorization

Property Owner Signature: _____ Date _____

STATE OF_____COUNTY OF _____

The foregoing instrument was acknowledged before me this_____day of_____, 20____, by _____ who is personally known to me or who has produced _____as identification and who did/did not take an oath.

_____Date: _____ (seal):

Notary Public Signature: _____

My Commission expires: _____

CITY OF WINTER SPRINGS
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customerservice@winterspringsfl.org

Application – Waiver

The Community Development Director reserves the right to determine whether this application is complete and accurate. An incomplete application will not be processed and will be returned to the applicant. The application shall be reviewed per Chapter 20 – Zoning Sec. 20-34. Applications shall be reviewed for sufficiency (completeness) within thirty (30) calendar days per FL Statue 166.033.

All applicants shall be afforded minimal due process as required by law, including the right to receive notice, be heard, present evidence, cross-examine witnesses, and be represented by a duly authorized representative. Applicants are further advised that a Waiver is quasi-judicial in nature.

Therefore, APPLICANT ACKNOWLEDGES and AGREES, by signing below, that he or she:

- May be sworn-in as a witness in order to provide testimony to the City Commission;
- Shall be subject to cross-examination by party intervenors (if requested); and
- Shall be required to qualify expert witnesses, as appropriate.

Applicants are encouraged to familiarize themselves with Chapter 2 – Administration Sec. 2-30 of the Winter Springs City Code relating to Quasi-Judicial Rules and Procedures of the City Commission. All Waiver recommendations shall be based from the required information/documentation provided, the Winter Springs Code of Ordinances, and the Winter Springs Comprehensive Plan (to the extent applicable).

The City Commission (CC) shall render all final decisions regarding Waivers and may impose reasonable conditions on any approved Waiver to the extent deemed necessary and relevant to ensure compliance with applicable criteria and other applicable provisions of the Winter Springs Code of Ordinances and the Winter Springs Comprehensive Plan. All formal decisions shall be based on competent substantial evidence and the applicable criteria as set forth in Chapter 20, Zoning. Applicants are advised that if, they decide to appeal any decisions made at the meetings or hearings with respect to any matter considered at the meetings or hearings, they will need a record of the proceedings and, for such purposes, they will need to insure that a verbatim record of the proceedings is made, at their cost, which includes the testimony and evidence upon which the appeal is to be based, per Florida Statute 286.0105.

A Waiver which may be granted by the City Commission shall expire two (2) years after the effective date of such approval by the City Commission, unless a building permit based upon and incorporating the Waiver, is issued by the City within said time period. Upon written request of the property owner, the City Commission may extend the expiration date, without public hearing, an additional six (6) months, provided the property owner demonstrates good cause for the extension In addition, if the aforementioned building permit is timely issued, and the building permit subsequently expires and the subject development project is abandoned or discontinued for a period of six months, the Waiver shall be deemed expired and null and void, per Chapter 20 – Sec.20-36.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Waiver

REQUIRED INFORMATION

Applicant(s):	NV5 Inc. c/o Jason P. Mahoney, P.E. Date: x/x/2026
Mailing address:	6200 Lee Vista Blvd, Suite 400, Orlando, FL 32822
Email:	jason.mahoney@nv5.com
Phone Number:	(321) 436-5229
Property Owner(s):	Tuskawilla Retail Partners II, LLC
Mailing Address:	880 Glenwood Avenue SE, Atlanta, GA 30316
Email:	markm@catalysdp.com
Phone Number:	(404) 229-0018
Project Name:	Winter Springs Dentistry
Property Address:	Sea Hawk Cove, Winter Springs, FL 32708
Parcel ID(s):	06-21-31-510-0000-001B
Parcel Size:	0.50 AC
Existing Use:	Vacant

All waiver requests shall be written in the following format: A waiver is requested from Winter Springs City Code 'X' to allow 'Y' in lieu of 'Z'. After the request, the applicant shall provide a justification for each waiver request.

List Waiver(s)(provide additional sheets if necessary): A waiver is requested from Winter Springs City Code Section 20-326(a) to allow four fixed architectural solar shades at an 8'-2" clear height in lieu of the required 10'-0". The waiver applies to two shades on the west elevation and two on the south elevation.

Demonstrate that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development?

Strict application of the 10-foot clearance is impractical because raising the storefront solar shades from 8'-2" to 10'-0" would place them nearly two feet above the glazing they are designed to protect, substantially reducing their ability to control solar heat gain and glare. Because the shades project only over landscaped areas, the additional height would provide neither a pedestrian-safety benefit nor any practical or aesthetic benefit to the development. Granting the waiver would better support the City's goals for energy-efficient and attractive development.

Demonstrate that the proposed development plan is in substantial compliance with Chapter 20 of the City's Code of Ordinances and in compliance with the Comprehensive Plan?

Except for the requested waiver from Section 20-326(a) for four fixed solar shades, the development substantially complies with Chapter 20 and the Comprehensive Plan. All awnings over pedestrian pathways will maintain the required 10'-0" clearance. The proposed shades support Comprehensive Plan Goal 1 and Policy 1.1.4 by promoting energy-efficient design and further the intent of Section 20-461 by enhancing the architecture and character of the S.R. 434 corridor.

Will the proposed development plan significantly enhance the real property?

Yes, the proposed development plan will significantly enhance the real property. By introducing a well-designed dental office facility, the project transforms underutilized land into a valuable community asset that meets local demand for dental health services.

Will the proposed development plan serve the public health, safety, and welfare of the City of Winter Springs?

Yes. The proposed dental office will serve the public health, safety, and welfare of Winter Springs by providing needed dental health services to the community. The four solar shades reduce heat gain and glare without affecting pedestrian safety because they project only over landscaped areas. All awnings over pedestrian pathways will maintain the required 10'-0" clearance.

Will the waiver diminish property values in or alter the essential character of the surrounding neighborhood?

The requested waiver will not diminish property values or alter the essential character of the surrounding neighborhood. It is limited to four architectural solar shades and does not change the building's use, scale, setbacks, or overall site design. Similar horizontal shading features are present on nearby commercial developments, demonstrating compatibility with the surrounding architectural character.

Is the waiver request the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under Chapter 20 – Zoning?

Yes. The requested waiver is the minimum relief necessary because it applies only to four fixed solar shades and reduces their clearance from 10'-0" to 8'-2", the height needed to effectively shade the adjacent glazing. All awnings over pedestrian pathways will maintain the required 10'-0" clearance, and no broader waiver is requested.

CITY OF WINTER SPRINGS
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Application – Waiver

Is the proposed development plan compatible and harmonious with the surrounding neighborhood?
Yes, the proposed development plan is compatible and harmonious with the surrounding neighborhood.

The dental office is an appropriate and beneficial use, and the proposed solar-shade heights are consistent with similar architectural features found on nearby commercial development.

List all witnesses that the applicant intends to present to the City Commission to provide testimony:
Jason Mahoney, PE - NV5, Inc.

Describe with specificity any evidence which the applicant intends to present to the City Commission, including oral factual testimony, maps, photographs, records or reports and/or expert testimony:
None at this Time

Attach all documentary evidence which the applicant intends to present to the city commission to the back of this application. The Applicant has a continuing duty to update the list of witnesses, description of evidence, and documentary evidence throughout the application process. Additional witnesses or evidence will not be admitted at the city commission hearing if not submitted at least seven (7) days prior to such hearing_

REQUIRED DOCUMENTATION

X A complete Application and Fee

X A general description of the relief sought under this division

X A brief explanation, with applicable supporting competent substantial evidence and documents, as to why the application satisfies the relevant criteria set forth in this division

X A Legal Description accompanied by a certified survey or the portion of the map maintained by the Seminole County Property Appraiser reflecting the boundaries of the subject property (To scale).

X An Excel mailing list with the names and addresses of each property owner within 500 ft. of each property line, along with the HOA Associations within 1/2 mile of each property line.

X For all new commercial development and new residential subdivisions of ten (10) or more lots or existing commercial buildings being altered by 50 percent or greater of the original floor plan or seating capacity and requiring a modified site plan, or development agreements process under section 20-28.1 of the City Code, or as otherwise deemed applicable by the city to relevantly and competently examine an application for compliance with the city code and the affect and impact the proposed use will have on neighborhood and surrounding properties, applicants shall be required to submit with the following additional information referenced in Chapter 20 – Zoning Sec.20.29 Applications (7) – (11).

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
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Application – Waiver

CITY LIMITED RIGHT OF ENTRY: By submitting this Application you hereby grant temporary right of entry for City Officials to enter upon the subject property for purposes of evaluating this Application and posting on the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for a Waiver for the aforementioned project and have read and agree to the terms contained herein. In addition, if the Applicant is a corporate entity, the undersigned hereby represents and warrants that he/she is authorized to act on behalf of, and bind, the corporate entity.

Applicant Name (Print): NV5 Inc. c/o Jason P Mahoney, P.E.

Applicant Signature: [signature] Date: 7/29/26

Business Name: NV5 Inc.

Address: 6200 Lee Vista Blvd. Suite 400, Orlando, FL 32822 Parcel ID: 06-21-31-510-0000-001B

STATE OF FL COUNTY OF Orange Date 8/11/26

The foregoing instrument was acknowledged before me this 11th day of August, 2026, by Jason Mahoney who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____ Date: 8/11/26

Notary Public Signature: [signature]

My Commission Expires: 10/28/30

Notary Public State of Florida (seal):
Shannon W. Braddy
My Commission HH 820066
Expires 10/28/2030

Note: The Property Owner shall sign and have their signature notarized below if the Applicant is not the owner of the subject property.

Property Owner's Name (Print): See attached letter of authorization

Property Owner Signature: _____ Date _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____ Date: _____ (seal):

Notary Public Signature: _____

My Commission expires: _____

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:
Anthony A. Garganese
City Attorney of Winter Springs
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802
(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

FOURTH MODIFICATION TO DEVELOPMENT AGREEMENT

MR 434 HOLDINGS LLC

(Lot 1B, The Blake Commons, Winter Springs Dentistry)

THIS FOURTH MODIFICATION TO DEVELOPMENT AGREEMENT ("**Agreement**") is made and executed this _____ day of _____, 2026, 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 **MR 434 HOLDINGS LLC**, a Florida limited liability company with a principal address at 1196 E. State Road 434, Winter Springs, Florida 32708 (the "**Developer**").

WITNESSETH

WHEREAS, Tuskawilla Retail Partners II, LLC, was the fee simple owner of certain real property located in the City of Winter Springs consisting of 8.11 acres, more or less, located southeast of the corner of Michael Blake Boulevard and East State Road 434, as more particularly described herein (the "**Property**"); and

WHEREAS, the Property is subject to that certain Development Agreement dated March 10, 2015, and recorded in the Official Records of Seminole County at Official Record Book 8446 Page 1131, as modified by the First Modification of Development Agreement dated January 9, 2017, and recorded in the Official Records of Seminole County at Official Record Book 8852 Page 1719 (the "**Original Development Agreements**"), and the Property remains subject to the Original Development Agreements; and

WHEREAS, the Property is also subject to that certain Development Agreement dated August 25, 2025, and recorded in the Official Records of Seminole County at Official Record Book 10887 Page 649 (the "**Development Agreement**"), executed in association with the City

Commission's approval of the Sea Hawk Cove Extension Final Engineering Plans/The Blake Commons final plat on June 23, 2025; and

WHEREAS, Tuskawilla Retail Partners II, LLC, previously received City Commission approval on June 23, 2025, for the Sea Hawk Cove Final Engineering Plans/The Blake Commons final plat to commence and construct site clearing and grading activities and the common infrastructure for the commercial development to be located on the frontage of the Property, including utilities extensions, stormwater facilities, and the extension of Sea Hawk Cove for access to and to further subdivide the Property into three commercial frontage lots (Lots 1-3) and a fourth lot intended for future residential development; and

WHEREAS, on March 23, 2026, the City Commission approved of Resolution 2026-06, which divides the originally platted Lot 1 of the Blake Commons subdivision into two resulting lots of record, Lots 1A and 1B, pursuant to Section 9-11 of the City Code, which Resolution is recorded in the Official Records of Seminole County at Official Record Book 11012 Page 418; and

WHEREAS, Developer MR 434 Holdings LLC is the purchaser of Lot 1B of the Blake Commons, as depicted on Resolution 2026-06; and

WHEREAS, the Developer desires to construct the Winter Springs Dentistry on the Property at the Project Area (Lot 1B), as defined herein, as one of the individual sites in the Blake Commons commercial development; and

WHEREAS, the Developer desires to construct the Winter Springs Dentistry in two phases – Phase 1 which shall include construction of the main 4,648 square foot dental office space with associated parking facilities, and Phase 2 which shall include a 3,240 square foot expansion to the dental office space with additional parking facilities; and

WHEREAS, Developer has separately applied for or authorized application for a Final Engineering Plan/Site Plan Approval, Aesthetic Plan Approval, and Waivers from the City Code to construct the Winter Springs Dentistry on Lot 1B of the Blake Commons, an approximately 0.50 acre portion of the Property located between Lot 1A and Lot 2, adjacent to State Road 434 (the "**Project Area**"); and

WHEREAS, pursuant to Chapter 20, *Zoning*, Article II, Division 1, Section 20-29.1 of the Winter Springs City Code ("**City Code**"), public hearing notices were mailed to all owners of real property adjacent to and within approximately five hundred (500) feet of the subject property and to all Homeowners Associations on file with the City of Winter Springs on September 17, 2026, and a Community Workshop was held on July 22, 2026; and

WHEREAS, Section 20-29(c) of the City Code requires that all site plans and waivers shall be binding on the use of the subject property and, further, that as a condition of approval by the City Commission, all development projects requiring a community workshop pursuant to

Section 20-29.1 of the City Code shall be required to be memorialized in a binding Development Agreement; and

WHEREAS, this Development Agreement shall be recorded against the Project Area (Lot 1B) so that the terms and conditions of approval related to the Project shall run with the land; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1.0 Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 Authority. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act.

3.0 Project Area. The real property subject to this Agreement consists of tax parcel identification number **06-21-31-510-0000-001B** (Lot 1B of the Blake Commons) and is legally described in **Exhibit "A,"** which is attached hereto and fully incorporated herein by this reference (the "**Project Area**").

4.0 Project Description and Requirements. Developer shall, at its own cost and expense, design, permit, and construct an approximately 7,888 square foot dental office and associated parking area at the Project Area. Phase 1 of the Project shall include a 4,648 square foot dental office with associated parking facilities. Phase 2 of the Project shall consist of a 3,240 square foot expansion to the dental office building with additional parking facilities.

(Hereinafter the dentist office project description and requirements are referred to as the "**Project**" or the "**Dentist Office**").

The Developer shall construct the Dentist Office in a manner consistent with the approved Final Engineering/Site Plans, Aesthetic Plans, and Waivers which are on file with the City with the following file numbers and consistent with the requirements contained in this Agreement:

File No.: AERV-2026-0014
File No.: FEDP-2026-0025
File No.: WAIV-2026-0025
File No.: WAIV-2026-0026
File No.: WAIV-2026-0027
File No.: WAIV-2026-0028

For convenience, a copy of the Site Plan is attached hereto as **Exhibit "B,"** and is fully incorporated herein by this reference. Exhibit "B" is provided for reference purposes only. The official and controlling copy of the Final Engineering/Site Plan is maintained in File No. FEDP-2026-0025, which shall govern in all respects, including the resolution of any inconsistencies or

conflicts with Exhibit "B." The official copy should be reviewed for the complete and authoritative specifications, requirements, and other content of the Final Engineering/Site Plan.
Specific conditions of approval for the above-referenced Site/Final Engineering Plans, Aesthetic Review, and Waivers include the following, which are also addressed in the City's Staff Report for the Final Engineering/Site Plans, Aesthetic Plans, and Waivers:

1. All grass areas on the Property, including at the Project Area, shall use Bahia grass. No St. Augustine grass or grass types with low drought tolerance shall be permitted.

2. Developer shall substantially commence vertical construction of Phase 2 – the 3,240 square foot expansion of the office building and associated parking facilities – within two (2) years of the date on which the City issues a Certificate of Occupancy for Phase 1.

5.0 Future Permitting. Developer shall be required to receive building permits and substantially commence vertical construction of buildings, which shall at a minimum include building foundations, for Phase 1 of the Project within two (2) years of the Effective Date of this Agreement. Developer shall be required to receive building permits and substantially commence vertical construction of buildings, which at a minimum shall include building foundations, for Phase 2 of the Project within two (2) years of Developer receiving a Certificate of Occupancy for Phase 1.

6.0 Other Terms and Conditions. All other provisions of the Original Development Agreements and Development Agreement not otherwise modified by this Fourth Addendum shall remain in full force and effect with respect to the Property and Project Area.

7.0 Representations of the Parties. City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer, constitute a legal, valid and binding obligation enforceable against the parties hereto. Upon recording of this Agreement in the Public Records of Seminole County, Florida, the Agreement shall be a binding obligation upon the Project Area in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Project Area to the terms and conditions set forth in this Agreement.

8.0 Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Project Area, and shall run with title to the same upon being duly recorded against the Project Area by the City.

9.0 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this

Agreement shall be in Seminole County, Florida or, for federal court actions, in the Middle District of Florida, Orlando Division.

10.0 Entire Agreement; Exhibits. This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Project Area and contain the entire agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

11.0 Amendments. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Commission.

12.0 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

13.0 Effective Date. This Agreement shall become effective upon approval by the City Commission and execution of this Agreement by both parties hereto.

14.0 Recordation. Upon full execution by the Parties and closing on the Project Area by the Developer, this Agreement shall be recorded in the Public Records of Seminole County, Florida by the City. The Developer shall be responsible for all recording fees associated with this Agreement.

15.0 Relationship of the Parties. The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. 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.

16.0 Sovereign Immunity. The City intends to avail itself of sovereign immunity and other applicable limitations on City liability whenever deemed applicable by the City. Therefore, notwithstanding any other provision set forth in this Agreement, nothing contained in 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. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than 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 the sum of three hundred thousand dollars ($300,000.00).

17.0 City's Police Power. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

18.0 Interpretation. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

19.0 Third-Party Rights. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

20.0 Specific Performance and Enforcement. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity. The failure to timely comply with any mandatory condition of this Agreement shall further constitute a violation of the City's Code of Ordinances and shall be subject to enforcement action as described therein including, but not limited to, enforcement before the City's Code Enforcement Board under City Code Chapter 2, Article III, Division 2. – *Code Enforcement*.

21.0 Attorney's Fees. In connection with any arbitration or litigation arising out of this Agreement, each party shall be responsible for their own attorney's fees and costs.

22.0 Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement in accordance with the criteria of the City Code and the requirements of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend or terminate any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Agreement.

23.0 Default. Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement, an action for specific performance, and/or injunctive relief. Prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action.

24.0 Termination. The City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to receive building permits and substantially commence vertical construction of buildings, which shall at minimum include building foundations, for Phase 1 of the Project within two (2) years of the effective date of this Agreement. The Developer may apply to the City Commission for an extension of this Agreement, which may be granted upon good cause shown. In addition, the City shall have the right, but not

obligation, to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the defaulting party as set forth herein. If the City terminates this Agreement, the City shall record a notice of termination against the Project Area in the public records of Seminole County, Florida.

25.0 Indemnification and Hold Harmless. Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release, and hold harmless the City and its commissioners, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and construction, and maintenance activities in furtherance of constructing the Project and maintaining the improvements of this Project. This indemnification shall survive the termination of this Agreement.

26.0 Force Majeure. The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("**Time Period**") constitutes a default under the terms of this Agreement and, if any such failure is due to acts of God, acts of government authority (other than the City's own reasonable acts), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("**Force Majeure Event**"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Force Majeure Event. The extended Time Period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party. The City Manager shall have the authority to grant an extended Time Period. An extension of any Time Period for reasons of a Force Majeure Event shall be requested solely as provided in this Section. Developer hereby waives and relinquishes the right to notify the City of the intent to exercise the tolling and extension of any permit related to the Project, including Time Periods under this Agreement, development orders, and building permits, available under Section 252.363, Florida Statutes, as the result of a declaration of a state of emergency issued by the Governor for a natural emergency.

27.0 Notice. Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

For the City:

City of Winter Springs
Attn: City Manager
1126 East S.R. 434
Winter Springs, Florida 32708

With additional notice to:

Anthony A. Garganese, City Attorney
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

For Developer:

MR 434 Holdings LLC
Attn: Ricardo Maristany
1196 E. State Road 434
Winter Springs, Florida 32708

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

28.0 Assignment. Prior to completing the construction of the Project and reaching final build-out of the Project, Developer shall not assign this Agreement without the prior written consent of the City which consent shall not be unreasonably withheld, conditioned or delayed. Such assignment shall require the written approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld. However, Developer shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Developer or its members are members or interest holders without City consent, provided that the City is given notice of such assignment in accordance with Section 26.0 herein. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Developer's obligations, commitments, representations, and warranties under this Agreement. In any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Project Area, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns.

29.0 Trafficking. As a condition of this contract, Developer shall attest under penalty of perjury, that Developer 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF WINTER SPRINGS

By: _____
Kevin McCann, Mayor

ATTEST:

Date:_____

By: _____
Erin O'Donnell, City Clerk

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Winter Springs, Florida only.

Date: _____
By: _____
Anthony A. Garganese, City Attorney for the City of Winter Springs, Florida

CITY SEAL

Signed, sealed and delivered in the presence of the following witnesses:

MR 434 HOLDINGS LLC

_____

_____
Signature of Witness

_____
Printed Name of Witness

Print name: _____

Title:_____

_____
Address of Witness

_____

Date: _____, 20_____

_____
Signature of Witness

_____
Printed Name of Witness

_____
Address of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____ day of _____, 20___, by_____, the _____of MR 434 HOLDINGS LLC, a Florida limited liability company on behalf of the company, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT A

PROJECT AREA LEGAL DESCRIPTION

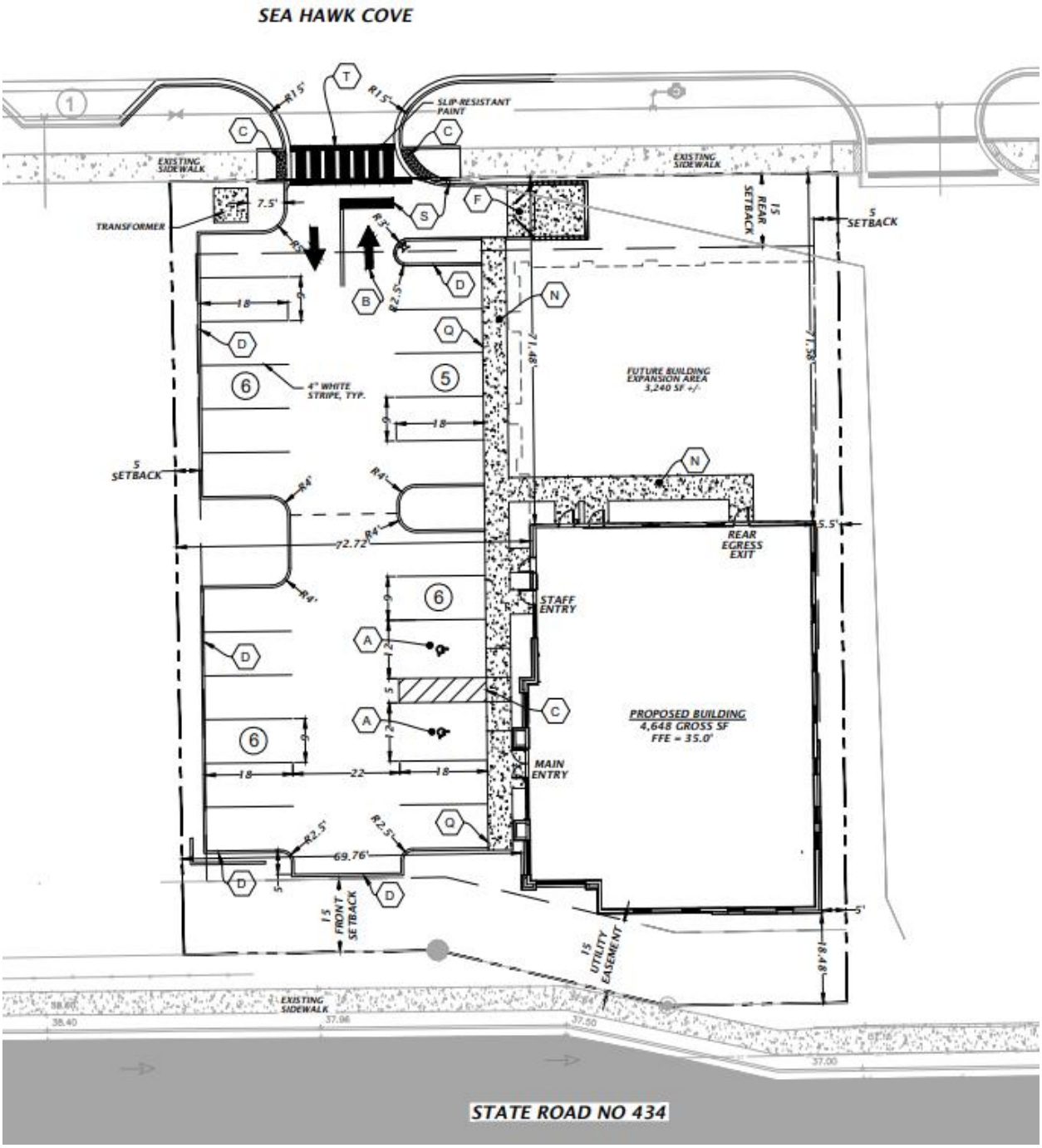
PARCEL 1B:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 1, BLAKE COMMONS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 91, PAGE 65, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. THENCE NORTH 38°43'16" WEST, ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 434, A DISTANCE OF 36.90 FEET; THENCE NORTH 24°10'06" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 48.66 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF MICHAEL BLAKE BOULEVARD; THENCE NORTH 38°43'16" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE 52.24 FEET;THENCE DEPARTING SAID RIGHT OF WAY LINE, NORTH 51°16'44" EAST, A DISTANCE OF 159.02 FEET TO THE TO THE SOUTHWESTERLY RIGHT OF WAY OF SEA HAWK COVE (ALSO KNOWN AS TRACT RW-1, BLAKE COMMONS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 91, PAGE 65, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA); THENCE SOUTH 38°28'33" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 137.28 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 51°37'48" WEST, A DISTANCE OF 170.67 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.52 ACRES, MORE OR LESS.

EXHIBIT B

SITE PLAN



CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Site Plan Review

The Community Development Director reserves the right to determine whether this application is complete and accurate. An incomplete application will not be processed and will be returned to the applicant. The application shall be reviewed per Florida Statue 419.001. Applications shall be reviewed for sufficiency (completeness) within thirty (30) calendar days per FL Statue 166.033. By submitting this application, you hereby grant temporary right of entry for City officials to enter upon the subject property for purposes of evaluating this application.

Site Plan Type

Type of Development: ____ Residential __X__ Non-Residential

___Preliminary Review ___Final Review __X__Combined Preliminary/Final ___Resubmittal ___ Recorded Plat

Project Name: Winter Springs Dentistry Date: 06/10/26

Applicant/Agent Information

Applicant(s): Bella Dental, P.A.

Mailing Address: 1196 E. State Road 434, Winter Springs, FL 32708

Email: belladentalpa@gmail.com

Phone Number: (305) 300-6065

Person Who Will Upload Plans: Jason Mahoney, PE - NV5, Inc.

Email: Jason.Mahoney@nv5.com Phone#: 321.436.5229

Property Owner(s) Name (If Applicant is not the Property Owner)

Name: Tuskawilla Retail Partners II, LLC

Email: markm@catalystdp.com Phone #: (404) 229-0018

Mailing Address: 880 Glenwood Avenue SE, Atlanta GA 30316

Phone Number: n/a

Site Information

Project Address: Sea Hawk Cove, Winter Springs FL 32708

Parcel ID(s): 06-21-31-510-0000-001B

Parcel Size: ± 0.5 AC

Existing Use: Vacant Land

Proposed Use: Dentist Office

Zoning District: Town Center District (T5-Urban Center)

Future Land Use: Town Center District (T5-Urban Center)

Is the property located in the Town Center District? __X__Yes _____No

Is the property within the S.R. 434 Corridor Overlay District? _____Yes __X__No

Is the property located in the Greeneway Interchange Zoning District? _____Yes __X__No

The Planning and Zoning Board/Local Planning Agency shall review Site Plan Applications and make a written recommendation to the City Commission. The City Commission shall render all final decisions regarding Preliminary and Final Engineering Plans and may impose reasonable conditions on any approved plans to the extent deemed necessary and relevant to ensure compliance with applicable criteria and other applicable provisions of the City Code and Comprehensive Plan. All formal decisions shall be based upon the applicable criteria as set forth in the City's Code of Ordinances Chapter 9, Land Development and Chapter 20, Zoning.

Applicants are advised, that if they decide to appeal any decisions made at the meetings or hearings, with respect to any matter considered at the meetings or hearings, they will need a record of the proceedings and, for such purposes, they will need to ensure that a verbatim record of the proceedings is made, at their cost, which includes the testimony and evidence upon which the appeal is to be based, per 286.0105, Florida Statutes.

Application Fees

Fees are as reflected on the Fee Schedule plus actual costs incurred for advertising or notification, and reimbursement for technical, and/or professional services which may be required in connection with the review, inspection, or approval of any development (based on accounting submitted by the City Consultant), payable prior to approval of the pertinent stage of development.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org
Application – Site Plan Review

THIS APPLICATION MUST BE SIGNED IN THE PRESENCE OF A NOTARY

This is to certify that I am the owner in simple fee of the subject property as described in this application for Site Plan Review.

Property Owner(s) Name (Print): Tuskawilla Retail Partners II, LLC
Property Owner Signature: _____ Date: 6/15/26

Property Owner(s) Name (Print): _____
Property Owner Signature: _____ Date: _____

STATE OF Georgia COUNTY OF Cobb

The foregoing instrument was acknowledged before me this 15th day of June, 2026 by Marc Mechlowitz who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Lauren Groover Date: 6/15/2026
Notary Public Signature: Lauren Groover
My Commission Expires: 4/27/2030

LAUREN GROOVER
Notary Public - State of Georgia
Cobb County
My Commission Expires Apr 27, 2030

Note: If the applicant is not the property owner the Property Owner shall sign and ha[illegible] below, authorizing the applicant and/or agent permission to submit the Site Plan Review application.

Property Owner's Name (Print): _____
Property Owner Signature: _____ Date _____
STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____ Date: _____ (seal):
Notary Public Signature: _____
My Commission Expires: _____

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@wintersprings.org

Application – Aesthetic Review

The Community Development Director reserves the right to determine whether this application is complete and accurate. An incomplete application will not be processed and will be returned to the applicant. The application shall be reviewed per Chapter 9-Aesthetic Review Sec.9-605. All applications shall be reviewed for sufficiency (completeness) within thirty (30) calendar days per FL Statue 166.033. Once the application is deemed sufficient, the applicant shall move forward with the Community Workshop, required per Chapter 20–Zoning Sec.20-29.1.

All applicants shall be afforded minimal due process as required by law, including the right to receive notice, be heard, present evidence, cross-examine witnesses, and be represented by a duly authorized representative. Applicants are further advised that a Conditional Use is quasi-judicial in nature. Therefore, APPLICANT ACKNOWLEDGES and AGREES, by signing below, that he or she:

- May be sworn-in as a witness in order to provide testimony to the City Commission;
- Shall be subject to cross-examination by party intervenors (if requested); and
- Shall be required to qualify expert witnesses, as appropriate.

Applicants are encouraged to familiarize themselves with Chapter 2 – Administration Sec. 2-30 of the Winter Springs City Code relating to Quasi-Judicial Rules and Procedures of the City Commission. All Aesthetic Review recommendations shall be based from the required information/documentation provided, the Winter Springs Code of Ordinances, and the Winter Springs Comprehensive Plan (to the extent applicable).

The City Commission (CC) shall render all final decisions regarding Aesthetic Review and may impose reasonable conditions on any approved Aesthetic Review to the extent deemed necessary and relevant to ensure compliance with applicable criteria and other applicable provisions of the Winter Springs Code of Ordinances and the Winter Springs Comprehensive Plan. All formal decisions shall be based on competent substantial evidence and the applicable criteria as set forth in Chapter 9, Aesthetic Review Standards. Applicants are advised that if, they decide to appeal any decisions made at the meetings or hearings with respect to any matter considered at the meetings or hearings, they will need a record of the proceedings and, for such purposes, they will need to insure that a verbatim record of the proceedings is made, at their cost, which includes the testimony and evidence upon which the appeal is to be based, per Florida Statute 286.0105.

An Aesthetic Review Approval by the City Commission under this article shall be valid for a maximum of eighteen (18) months from the date the city commission renders its approval at a public meeting. If the applicant fails to obtain a building permit within the eighteen (18) month period, the city commission's approval shall expire at the end of the period. However, once a building permit is issued, the approval shall be valid for a time period equal to the permit and shall expire only if the building permit expires. Reasonable extensions may be granted by the city commission upon good cause shown by the applicant, provided substantial changes have not occurred in the surrounding area that would make the prior approval inconsistent with the criteria set forth in Chapter 9-Aesthetic Review Sec.9-9603

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@wintersprings.org

Application – Aesthetic Review

REQUIRED INFORMATION

Applicant(s): Richard T. McCree Jr. of McCree Architects & Engineers, Inc. Date: 6/10/2026
Mailing address: 500 E Princeton St., Orlando, FL 32803
Email: rtmjr@mccree.com
Phone Number: (407) 898-4821

Property Owner(s):
Mailing Address:
Email:
Phone Number:

Project Name: Winter Springs Dentistry
Property Address: Address has not been assigned yet
Parcel ID(s): 06-21-31-510-0000-001B
Parcel Size: 0.52 Acers
Existing Use: Vacant Lot; Zoned Town Center T-5 Transect

List all witnesses that the applicant intends to present to the City Commission to provide testimony:
Tom Griffin - McCree Architect, Stewart Neilson - McCree Sr. Designer, Dr. Karolina Rincon - Winter Springs Dentistry, Ricardo Maristany - Winter Springs Dentistry, Jason Mahoney - NV5 Civil Engineer

Describe with specificity any evidence which the applicant intends to present to the City Commission, including oral factual testimony, maps, photographs, records or reports and/or expert testimony:
N/A

Attach all documentary evidence which the applicant intends to present to the city commission to the back of this application. The Applicant has a continuing duty to update the list of witnesses, description of evidence, and documentary evidence throughout the application process. Additional witnesses or evidence will not be admitted at the city commission hearing if not submitted at least seven (7) days prior to such hearing.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@wintersprings.org

Application – Aesthetic Review

Criteria for Review

1. The plans and specifications of the proposed project indicate that the setting, landscaping, proportions, materials, colors, texture, scale, unity, balance, rhythm, contrast, and simplicity are coordinated in a harmonious manner relevant to the particular proposal, surrounding area and cultural character of the community.
2. The plans for the proposed project are in harmony with any future development which has been formally approved by the City within the surrounding area.
3. The plans for the proposed project are not excessively similar or dissimilar to any other building, structure or sign which is either fully constructed, permitted but not fully constructed, or included on the same permit application, and facing upon the same or intersecting street within five hundred (500) feet of the proposed site, with respect to one or more of the following features of exterior design and appearance:
    a. Front or side elevations;
    b. Size and arrangement of elevation facing the street, including reverse arrangement; or
    c. Other significant features of design such as, but not limited to: materials, roof line, hardscape improvements, and height or design elements.
4. The plans for the proposed project are in harmony with, or significantly enhance, the established character of other buildings, structures or signs in the surrounding area with respect to architectural specifications and design features deemed significant based upon commonly accepted architectural principles of the local community.
5. The proposed project is consistent and compatible with the intent and purpose of this article, the Comprehensive Plan for Winter Springs, design criteria adopted by the City (e.g. Town Center guidelines, SR 434 design specifications) and other applicable federal, state or local laws.
6. The proposed project has incorporated significant architectural enhancements such as concrete masonry units with stucco, marble, termite-resistant wood, wrought iron, brick, columns and piers, porches, arches, fountains, planting areas, display windows, and other distinctive design detailing and promoting the character of the community.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@wintersprings.org
Application – Aesthetic Review

REQUIRED DOCUMENTATION

✓ A complete Application and applicable fee

- ✓ Minor (Site less than 2 acres)
- ___ Major (Site greater than 2 acres)
- ___ Modification of previously approved Aesthetic Review

✓ A Legal Description accompanied by a certified survey or the portion of the map maintained by the Seminole County Property Appraiser reflecting the boundaries of the subject property (To scale).

✓ Site Plan

✓ Building Elevations (color) illustrating all sides of structures

✓ Color rendering illustrating street view with landscaping at time of planting;

✓ Illustrations of all walls, fences, and other accessory structures and indication of their height and the materials proposed for their construction;

✓ Signage elevations of proposed exterior permanent signs, outdoor advertising or other constructed elements other than habitable space, if any;

✓ Identification of materials, textures, and colors to be used on all buildings, accessory structures, exterior signs, and other constructed elements;

N/A Other architectural and engineering data as may be requested to clarify the application.

N/A For all new commercial development and new residential subdivisions of ten (10) or more lots or existing commercial buildings being altered by 50 percent or greater of the original floor plan or seating capacity and requiring a modified site plan, or development agreements process under section 20-28.1 of the City Code, or as otherwise deemed applicable by the city to relevantly and competently examine an application for compliance with the city code and the affect and impact the proposed use will have on neighborhood and surrounding properties, applicants shall be required to submit with the following additional information referenced in Chapter 20 – Zoning Sec.20.29 Applications (7) – (11).

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Aesthetic Review

CITY LIMITED RIGHT OF ENTRY: By submitting this Application you hereby grant temporary right of entry for City Officials to enter upon the subject property for purposes of evaluating this Application and posting on the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for an Aesthetic Review for the aforementioned project and have read and agree to the terms contained herein. In addition, if the Applicant is a corporate entity, the undersigned hereby represents and warrants that he/she is authorized to act on behalf of, and bind, the corporate entity.

Applicant Name (Print): Richard T. McCree Jr., Chief Executive Officer

Applicant Signature: _____ Date: 6/10/2026

Business Name: McCree Architects & Engineers, Inc.

Address: 500 E Princeton St., Orlando, FL 32803 Parcel ID: _____

STATE OF Florida COUNTY OF Orange

The foregoing instrument was acknowledged before me this 10th day of June, 2026 by Richard T. McCree, Jr. who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____ Date: 6/10/26 (seal):

Notary Public Signature: Beverly S. Moffitt

My Commission Expires: 01/30/30

BEVERLY S. MOFFITT
Commission # HH 726176
Expires January 30, 2030

Note: The Property Owner shall sign and have their signature notarized below if the Applicant is not the owner of the subject property.

Property Owner's Name (Print): Robert Meyer

Property Owner Signature: _____ Date 6/17/26

STATE OF GA COUNTY OF Cobb

The foregoing instrument was acknowledged before me this 17th day of June, 2026, by Robert Meyer who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Lauren Groover Date: 6/17/2026 (seal):

Notary Public Signature: Lauren Groover

My Commission Expires: 4/27/2030

LAUREN GROOVER
Notary Public - State of Georgia
Cobb County
My Commission Expires Apr 27, 2030

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Development Agreement

The Community Development Director reserves the right to determine whether this application is complete and accurate. An incomplete application will not be processed and will be returned to the applicant. The application shall be reviewed per all applicable City Codes and the City Comprehensive Plan. Applications shall be reviewed for sufficiency (completeness) within thirty (30) calendar days per FL Statue 166.033. Once the application is deemed sufficient, the applicant shall move forward with the Community Workshop, required per Chapter 20–Zoning Sec.20-29.1.

All applicants shall be afforded minimal due process as required by law, including the right to receive notice, be heard, present evidence, cross-examine witnesses, and be represented by a duly authorized representative. Applicants are further advised that a Development Agreement is quasi-judicial in nature. Therefore, APPLICANT ACKNOWLEDGES and AGREES, by signing below, that he or she:

- May be sworn-in as a witness in order to provide testimony to the City Commission;
- Shall be subject to cross-examination by party intervenors (if requested); and
- Shall be required to qualify expert witnesses, as appropriate.

Applicants are encouraged to familiarize themselves with Chapter 2 – Administration Sec. 2-30 of the Winter Springs City Code relating to Quasi-Judicial Rules and Procedures of the City Commission. All Development Agreement recommendations shall be based from the required information/documentation provided, the Winter Springs Code of Ordinances, and the Winter Springs Comprehensive Plan (to the extent applicable).

The City Commission (CC) shall render all final decisions regarding Development Agreements and may impose reasonable conditions on any approved Development Agreement to the extent deemed necessary and relevant to ensure compliance with applicable criteria and other applicable provisions of the Winter Springs Code of Ordinances and the Winter Springs Comprehensive Plan.

REQUIRED INFORMATION

Applicant(s): MR 434 Holdings, LLC

Applicant Signature: _____ Date: 8/27/26

Mailing address: 1196 E. State Road 434, Winter Springs, FL 32708

Email: belladentalpa@gmail.com

Phone Number: (305) 300-6065

Property Owner(s): Same as Applicant

Mailing Address: _____

Email: _____

Phone Number: _____

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@wintersprings.org

Application – Development Agreement

Property Address:	Sea Hawk Cove, Winter Springs FL 32708
Parcel ID(s):	06-21-31-510-0000-001B
Parcel Size:	± 0.5 AC
Project Name:	Winter Springs Dentistry

A general description of the relief sought under this division.
Applicant desires to amend the Original Development Agreement (Seminole County, Florida at Official Record Book 8446, Pages 1131 - 11144)

A brief explanation, with applicable supporting competent substantial evidence and documents, as to why the application satisfies the relevant criteria set forth in the City Zoning Code and City Comprehensive Plan.
Applicant desires to develop the subject 0.5-acre parcel as a dentist office. The proposed site plan, architectural elevations and technical reports demonstrate the project is compatible with the Comprehensive Plan and provides all required setbacks, landscaping and infrastructure.

List all witnesses that the applicant intends to present to the City Commission to provide testimony:
Jason Mahoney, P.E.

Describe with specificity any evidence which the applicant intends to present to the City Commission, including oral factual testimony, maps, photographs, records or reports and/or expert testimony:
Oral Factual Testimony

Attach all documentary evidence which the applicant intends to present to the city commission to the back of this application. The Applicant has a continuing duty to update the list of witnesses, description of evidence, and documentary evidence throughout the application process. Additional witnesses or evidence will not be admitted at the city commission hearing if not submitted at least seven (7) days prior to such hearing.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@wintersprings fl.org

Application – Development Agreement

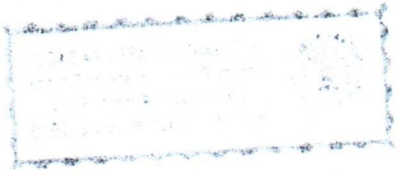
REQUIRED DOCUMENTATION

X A complete Application and Fee

X An Electronic copy of the most recent survey of the subject property.

X An Electronic copy of the Legal Description of the subject property.

X Documentation and Data supporting the request.



CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Development Agreement

CITY LIMITED RIGHT OF ENTRY: By submitting this Application you hereby grant temporary right of entry for City Officials to enter upon the subject property for purposes of evaluating this Application and posting on the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for a Development Agreement for the aforementioned project and have read and agree to the terms contained herein. In addition, if the Applicant is a corporate entity, the undersigned hereby represents and warrants that he/she is authorized to act on behalf of, and bind, the corporate entity.

Applicant Name (Print): Dr. Karolina Rincon

Applicant Signature: _____ Date: 8/27/26

Business Name: MR 434 Holdings, LLC

Address: 1196 E. State Road 434, Winter Springs, FL 32708 Parcel ID: 06-21-31-510-0000-001B

STATE OF FL COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 27 day of August, 2026 by Karolina Rincon who is personally known to me or who has produced Drivers License as identification and who did/did not take an oath.

Alessandra Carreira Daou Date: 08-27-2026 (seal):

Notary Public Signature: _____

My Commission expires: Jun 2na 2030

ALESSANDRA CARREIRA DAOU
Notary Public - State of Florida
Commission # HH 809313
My Comm. Expires Jun 2, 2030

Note: The Property Owner shall sign and have their signature notarized below if the Applicant is not the owner of the subject property.

Property Owner's Name (Print) _____

Property Owner Signature: _____ Date _____

STATE OF_____COUNTY OF _____

The foregoing instrument was acknowledged before me this_____day of_____, 20____, by _____ who is personally known to me or who has produced _____as identification and who did/did not take an oath.

_____Date: _____ (seal):

Notary Public Signature: _____

My Commission expires: _____

REGULAR AGENDA ITEM 500

CITY COMMISSION AGENDA | OCTOBER 26, 2026 REGULAR MEETING

TITLE

Discussion on the Police Department

SUMMARY

During the September 28, 2026 City Commission meeting, Commissioner Diaz proposed a side-by-side analysis comparing the cost of maintaining the Winter Springs Police Department with the cost of contracting with the Seminole County Sheriff's Office for law enforcement services.

This agenda item is presented to allow the City Commission to discuss the proposal and provide formal direction to the City Manager on whether to proceed with preparing the requested analysis. The proposed analysis would require staff time and resources to gather and evaluate relevant information. Commission direction is requested to determine whether this effort should move forward for further consideration in the best interests of the City and the Commission.

FUNDING SOURCE

RECOMMENDATION

Discuss and vote on whether the Commission wishes to direct the City Manager to contact the Seminole County Sheriff's Office to obtain information regarding the potential cost and feasibility of contracting for law enforcement services, as proposed by Commissioner Diaz, and provide formal direction to the City Manager regarding next steps.

REGULAR AGENDA ITEM 501

CITY COMMISSION AGENDA | OCTOBER 26, 2026 REGULAR MEETING

TITLE

Discussion on City Whistleblower Policy Revisions

SUMMARY

During the October 12, 2026 City Commission meeting, Commissioner Caruso proposed a revision to the existing Whistleblower Policy. At the October 9, 2023 City Commission meeting, Resolution 2023-32 was adopted establishing the City's Anti-Fraud and Whistleblower Policy as a result of the recommendation by the State of Florida Auditor General. Copies of existing policy and proposed changes are attached.

This agenda item is presented to allow the City Commission to discuss the proposal and provide formal direction to the City Manager on whether to proceed with revisions. The proposed revisions would require staff time and resources to gather and evaluate relevant information. Commission direction is requested to determine whether this effort should move forward for further consideration in the best interests of the City and the Commission.

FUNDING SOURCE

N/A

RECOMMENDATION

Discuss and vote on whether the Commission wishes to direct the City Manager to proceed with revision of the City's Whistleblower Policy, as proposed by Commissioner Caruso, providing for formal direction or future approval by the Commission at a later date.

From:	Mark Caruso
To:	Kevin Sweet
Cc:	Erin O"Donnell
Subject:	Whistle Blower Policy
Date:	Monday, October 19, 2026 9:37:37 AM
Attachments:	V2VV2V2_3d6ce35a-edbd-4479-ae1e-dcdfd786dee7.png fbookv3_15231ecf-ef76-4fb4-acfe-a0d8c45ac529.png linkedinv3_ada14ec2-58bc-48bf-95ad-93afcd902817.png youtubev3_f5679ea2-9e71-4c98-833c-957965e0cd13.png websitev3_dd0664f4-95fe-40e4-926a-c274a6076e65.png

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Please share with the Commission

“Resolution 2023-32 was an important first step in establishing an anti-fraud and whistleblower process. I believe we should now strengthen that policy to ensure that employees have a safe, credible, and independent avenue to report wrongdoing and that no employee has to choose between remaining silent and risking their career.”

I would like to propose five core changes:

1. **Independent investigations**
2. **Defined investigation timelines**
3. **Expanded whistleblower protections**
4. **Strong, clearly defined anti-retaliation protections**
5. **Regular confidential/aggregate reporting to the City Commission**

That would make the policy much more than a form and reporting mechanism, it would create an actual **accountability system**.

1. Independent investigations

The biggest question is **who investigates a complaint when the allegation involves the City Manager, department director, supervisor, elected official, or someone within the normal chain of command?**

I would add:

Complaints involving the City Manager, department directors, supervisors, elected officials, or any person who may have a conflict of interest shall be referred to an independent investigator, outside counsel, inspector general, or other independent authority designated by the City Commission.

That prevents the person being accused, or their subordinate, from effectively controlling the investigation.

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2. Mandatory investigation timelines

The policy should establish deadlines.

For example:

- Acknowledgment within **5 business days**
- Initial determination within **15 business days**
- Investigation initiated within **30 days**
- Written status updates to the complainant every **30 days**
- Final report within a reasonable defined period, with extensions documented

Right now, the City's online form says the City Manager will not act on a claim that does not provide adequate documentation of fraud.

I'd be careful about making documentation requirements so strict that legitimate employees are discouraged from reporting something they cannot independently prove.

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3. Expand protection beyond “fraud”

This is a major opportunity.

The City's policy is called an **Anti-Fraud & Whistleblower Protection Policy**, and its fraud definition focuses on intentional false representations/concealment and includes things such as theft, misuse of City property, and certain abuses.

A stronger whistleblower policy should explicitly protect employees who report, in good faith:

- Fraud
- Waste
- Abuse
- Misuse of public funds
- Illegal conduct
- Violations of City policy
- Regulatory violations
- Public-safety concerns
- Environmental violations
- Falsification of records
- Retaliation
- Abuse of authority
- Serious conflicts of interest
- Concealment of wrongdoing

That would make the policy much more useful as an **early-warning system**, rather than primarily a fraud-reporting mechanism.

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4. Stronger anti-retaliation language

I'd make retaliation itself a separate violation.

For example:

> **No employee, official, supervisor, contractor, or other person acting on behalf of the City shall retaliate against, intimidate, threaten, harass, discriminate against, or take adverse employment action against a person who makes a good-faith report or participates in an investigation.**

And specifically define retaliation to include:

- Termination
- Demotion
- Reduction in hours
- Unfavorable reassignment
- Denial of promotion
- Discipline
- Threats
- Harassment
- Ostracism
- Unjustified negative evaluations
- Changes in working conditions intended to punish the employee

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5. Protection against retaliation disguised as normal management

This is particularly important.

A supervisor shouldn't be able to say:

> “I didn't retaliate against them, I simply changed their schedule.”

The policy could require that **any significant adverse personnel action involving a known whistleblower receive independent review** when it occurs within a specified period after the report.

That doesn't mean the employee receives immunity from legitimate discipline. It means the City has to document that the action was based on legitimate, independently supported reasons.

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6. Protect anonymous reporting

The City's current form allows someone to select **Anonymous** or **Unrestricted** reporting.

I'd strengthen that by establishing:

> Anonymous reports shall be accepted, documented, screened, and investigated when sufficient information exists to conduct a meaningful investigation.

And provide an anonymous method of receiving follow-up questions without requiring the person to reveal their identity.

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7. Don't put the entire process under the City Manager

This is one of the biggest structural issues I'd raise with the Commission.

The City currently directs people to the City Manager's office for the fraud hotline/email.

That may work for ordinary complaints.

But what happens when the allegation concerns:

the City Manager?

Or:

someone who reports directly to the City Manager?

The policy should have an independent escalation route.

For example:

Employee → independent reporting channel → independent investigation → City Commission receives appropriate report

rather than:

Employee → management → investigation of management

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8. Require reporting to the City Commission

I would add a requirement for **periodic aggregate reporting**.

For example, quarterly or annually:

- Number of complaints received
- Category of complaint
- Number investigated
- Number substantiated
- Number unsubstantiated
- Number pending
- Average investigation time
- Retaliation allegations
- Corrective actions taken

Obviously, confidential personnel information and legally protected information would remain protected.

But the Commission should know whether the system is actually working.

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9. Protect the whistleblower's identity

The policy should specifically address confidentiality and explain that information will be disclosed only when necessary or legally required.

The City's current form warns that email addresses submitted to the City are public records under Florida law.

That is important because an employee might reasonably assume that selecting **“Anonymous”** means their identity can never become known.

The policy should clearly explain the limits of confidentiality under Florida public-records and other applicable laws.

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10. Protect witnesses, not just the person who files the complaint

I'd add protection for:

> **Any employee or person who, in good faith, participates in, assists with, provides information to, or cooperates with a whistleblower investigation.**

Otherwise, someone could avoid retaliating against the original whistleblower but intimidate witnesses.

One provision I'd really like to see added

I'd recommend a **“no retaliation presumption review”**:

> **When an employee who has made a protected disclosure experiences an**

adverse employment action within 12 months of the disclosure, the City shall conduct an independent review of the action to determine whether the action was based on legitimate, documented reasons and was unrelated to the protected disclosure.

That doesn't automatically declare the employer guilty of retaliation.

It simply creates an additional accountability check.

Mark Caruso
Commissioner - District 5

P: (407) 327-7582 **F:** (407) 327-4753

A: 1126 East State Road 434
Winter Springs, Florida 32708

CONSENT AGENDA ITEM 302

CITY COMMISSION AGENDA | OCTOBER 9, 2023 REGULAR MEETING

TITLE

Resolution 2023-32 Adoption of City of Winter Springs Fraud Policy

SUMMARY

The Preliminary and Tentative Findings of the Auditor General state, "The City needs to establish policies and procedures for communicating, investigating, and reporting known or suspected fraud."

As a result of this recommendation, the City Attorney has prepared the attached resolution adopting an Anti-Fraud and Whistleblower Protection Policy. The Fraud Policy defines fraud, details the responsibilities of individuals throughout the organization, and established a process for reporting suspected fraud. Furthermore, the policy details related disciplinary action, whistleblower and retaliation protections, and confidentiality requirements.

FUNDING SOURCE

RECOMMENDATION

Staff recommends the Commission approve Resolution 2023-32 adopting the City of Winter Springs Fraud Policy.

RESOLUTION NO. 2023-32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, ADOPTING AN ANTI-FRAUD POLICY FOR THE CITY OF WINTER SPRINGS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. III of the State Constitution, to exercise any power for municipal purposes except when expressly prohibited by law; and

WHEREAS, the City Commission is committed to preventing fraud and maintaining an environment in which internal controls can be established and improved to aid in the detection and prevention of fraudulent activities by City employees, officials, contractors, vendors, citizens, and other agencies or entities that have a business relationship with the City; and

WHEREAS, it is he intent of this Resolution to establish an Anti-Fraud Policy that provides a mechanism for employees or other persons to provide information or complaints related to suspected incidents of fraudulent activity; and

WHEREAS, the City Commission of the City of Winter Springs, Florida, hereby finds this Resolution to be in the best interest 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, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The following recitals are true and correct and hereby fully incorporated herein by this reference as part of this Resolution.

Section 2. Adopting of Anti-Fraud Policy. The City Commission hereby adopts the Anti-Fraud Policy which is attached hereto as **Exhibit "A"**, and which is fully incorporated herein by this reference.

Section 3. Repeal of Prior Inconsistent Resolutions. All prior inconsistent resolutions adopted by the City Commission are hereby repealed.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this resolution 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 resolution.

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

RESOLVED by the City Commission of the City of Winter Springs, in a regular meeting assembled on the 9th day of October, 2023.

KEVIN McCANN, Mayor

ATTEST:

CHRISTIAN GOWAN, City Clerk

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

ANTHONY A. GARGANESE, City Attorney

CITY OF WINTER SPRINGS INCORPORATED 1959 SEMINOLE COUNTY, FLORIDA

EXHIBIT A

SUBJECT: ANTI-FRAUD & WHISTLEBLOWER PROTECTION POLICY

1. Policy Statement – Anti-Fraud

This Policy shall be referred to as the "City of Winter Springs' Fraud Policy."

The City of Winter Springs ("City") is committed to preventing fraud and maintaining an environment in which internal controls can be established and improved to aid in the detection and prevention of fraudulent activities by City employees, officials, contractors, vendors, citizens, and other agencies or entities that have a business relationship with the City. Additionally, the intent of this policy is to provide a mechanism for employees or other persons to provide information or complaints related to suspected incidents of fraudulent activity.

Employees may be subject to disciplinary action up to and including dismissal as a result of their participation in or commission of any fraudulent act, or for the intentional false reporting of fraud in accordance with the City's disciplinary policies and procedures.

2. Definition

For the purposes of this Fraud Policy, Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it for personal benefit. Fraud includes the theft of or intentional waste or abuse of City funds, property, or time.

The terms "fraud" and "fraudulent activity" as used in this Fraud Policy, shall include, but shall not be limited to, the following:

- Any dishonest or fraudulent act, including forgery or the alteration of any document.
- Misappropriation of funds, securities, supplies, or any other asset.
- Improper handling of money or reporting of financial transactions.
- Deriving personal benefit as a result of inside knowledge.
- Intentional and unlawful destruction or disappearance of records, furniture, fixtures, or equipment.
- Improperly accepting or seeking anything of material value from vendors or persons providing services or materials to the City for personal benefit.
- Any computer-related activity involving the creation, alteration, destruction, forgery, or manipulation of data for fraudulent purposes or any misappropriation of City-owned software.
- Abuse of City time, such as unauthorized time away from work or use of City time for personal business.

- Unauthorized use of City property or records.
- Falsification, theft, unauthorized removal, or intentional destruction of City records.
- Neglecting or subverting job responsibilities in exchange for an actual or promised reward.
- Any similar or related conduct deemed a violation of applicable law.

Notwithstanding the aforementioned, the personal use of City equipment, materials, tools, supplies, and similar, is governed by the City's Personnel Policy.

3. Applicability

Every City employee, officer and volunteer is responsible for the detection and reporting of suspected incidents of fraudulent activities by City employees, officials, contractors, vendors, citizens, and other agencies or entities that have a business relationship with the City. This Fraud Policy applies to all employees, officers and volunteers of the City of Winter Springs provided that, if this Fraud Policy conflicts with any collective bargaining agreement or state statute, including but not limited to the Policeman's Bill of Rights, Firefighters' Bill of Rights, or City Charter/Ordinances, the conflicting agreement, statute, Charter, or Ordinance shall prevail.

4. City Manager's Responsibilities

The City Manager shall be designated as the individual charged with investigations initiated pursuant to this Fraud Policy. Upon notification of a possible fraudulent act or practice, the City Manager shall determine the extent of any potential criminal activity. If any potential prosecutable criminal activity exists, the Winter Springs Police Department or other applicable law enforcement agency or agencies will conduct the investigation. In every case, the City shall cooperate fully with the investigation and prosecuting authorities. If no potentially prosecutable criminal activity exists, the City Manager shall determine the proper City officials who should conduct the investigation under the direction of the City Manager.

The City Manager shall establish a dedicated phone number and email address to be used for reporting fraud pursuant to the Fraud Policy. The City Manager may also establish a written and/or online Reporting Fraud Form. The information reported by the reporting individual should include sufficient and reliable information or evidence in order for an investigation to be opened. Clearly unsupported reports will not be investigated and closed out as unsubstantiated.

To the extent deemed necessary by the City Manager to mitigate against potential fraudulent activities, the City Manager shall have the authority to:

- Take control/limit employee access, and/or gain full access to, all City premises, whether owned or rented.

- Examine, copy, and/or remove all or any portion of the contents of any public/private document from the work area of the employee suspected of fraudulent conduct.
- Suspend or terminate any employee, if appropriate, suspected of fraud during said investigation.

In cases where the City Manager finds evidence of fraudulent activities, the City Manager may secure the services of a forensic fraud auditor to review and verify the findings if necessary given the type and scope of the fraudulent activities involved. These findings shall be coordinated with the City Attorney for possible future legal actions if necessary.

On a case-by-case basis, the City Manager may delegate investigatory responsibility to appropriate City management personnel who shall be required to report to the City Manager and who shall be required to comply with this Fraud Policy. However, the final disposition of the investigation shall be made by the City Manager.

5. Director and Manager Responsibilities

It is the responsibility of the Directors and Managers of each City Department to establish internal systems and controls to provide reasonable assurance of the detection and prevention of fraud. Members of the management team should be familiar with the types of improprieties that might occur within their area of responsibility and should remain alert for any indication of fraudulent activities.

Upon receiving a complaint of fraud from a subordinate employee, Department Directors and Managers shall compile all information provided by the reporting individual and relay such information to the City Manager. The Director or Manager shall cooperate with the City Manager's office during any investigation.

6. Employee Responsibilities

All City employees are encouraged to be alert for possible fraudulent activity and are responsible for reporting any suspected violations of this Fraud Policy and/or other unethical practices. Employees shall promptly report any suspected fraudulent activity to the Manager or Director of the Department in which they work, or directly to the City Manager. Employees are encouraged to identify themselves and otherwise cooperate in the fraud prevention process, however employees may remain anonymous if they so desire. Employees must cooperate fully in any investigation.

7. City Attorney Responsibilities

To the extent they are directed by the City Manager or City Commission, the City Attorney is authorized to assist in implementing this Fraud Policy.

8. City Employee Infractions and Disciplinary Action

Infractions of this Fraud Policy, or filing of false claims, by City employees may result in disciplinary action, which may include suspension, termination, in accordance with the City's disciplinary policies and procedures and/or civil or criminal prosecution.

City employees who have actual knowledge of fraudulent activities and who willfully fail to report fraudulent activities will be subject to disciplinary action, which may include suspension or termination, in accordance with the City's disciplinary policies and procedures.

9. Policy Statement - Whistleblower and Retaliation Protection

This Fraud Policy is not intended to replace or conflict with § 112.3187, Florida Statutes ("Whistle-blower's Act"). It is the City's intent to protect employees from retaliatory action due to reports of fraudulent activities in accordance with the Whistle-blower's Act. The Whistle-blower's Act protects employees and persons who disclose information on their own initiative in a written and signed complaint from retaliatory action by an agency when that person reports to an appropriate agency a violation of law on the part of a public employer or independent contractor that creates a substantial and specific danger to the public's health, safety, or welfare. Additionally, the Act protects employees reporting improper use of a government office, gross waste of funds, or any other abuse or neglect of duty on the part of an agency, public officer, or employee. However, the Act is not intended to protect employees who knowingly make false accusations regarding violations of this Fraud Policy or who knowingly provide false information in the course of an investigation of a violation of this Fraud Policy.

The City will not retaliate against any employee who engages in whistleblower activities in good faith and consistent with this Fraud Policy. Any whistleblower who believes they are being retaliated against must contact the City Manager or Department Director.

10. Confidentiality

The City Manager and members of the City's management delegated with investigatory responsibility under this Fraud Policy shall, to the extent permitted by law, keep confidential the name, or identity of any individual disclosing information related to fraudulent activities pursuant to this Fraud Policy and all information received or derived from fact-finding investigations conducted pursuant to this Fraud Policy, and the same shall be exempt from public disclosure pursuant to Section 112.3188, Florida Statutes, and any other applicable laws, as amended from time to time.

Employees shall not discuss fraud investigations with anyone without the express authorization of the City Manager or City Attorney, unless required by law.

11. Bad Faith and False Accusations

It is the intent of this Fraud Policy to discourage false accusations that could provide a basis for a lawsuit. The City Manager will not act on any claim that does not provide adequate documentation of fraud.

Specific information is necessary to substantiate and support a full investigation of any reported fraudulent activity. Unsubstantiated and inconclusive allegations, or allegations made in bad faith or with malice, shall not justify a full investigation under this Fraud Policy.

Any person who files a false claim of fraudulent activity in bad faith or with malice may be subject to civil or criminal penalties and if a City employee, the person may be subject to disciplinary action including and up to suspension or termination.

12. Reporting Fraud

A City employee or other person who suspects fraudulent activities by City employees, officials, contractors, vendors, citizens, and other agencies or entities that have a business relationship with the City shall report the violation by one of the following methods:

A. If anonymity is not desired, any person may file with the City Manager or Human Resources a written and dated statement outlining in detail the suspected fraudulent activity. In addition, a City employee may report the suspected fraudulent activity to the City Manager or anyone in the employee's chain of command including the employee's immediate supervisor or Department Director.

B. If anonymity is desired, any person may report the suspected fraudulent activity on the dedicated phone line or email address established by the City Manager under this Fraud Policy.

C. The City Manager may establish a written and/or online Reporting Fraud Form in order to ensure the necessary information is initially provided so that a proper evaluation can be conducted of any claim of fraudulent activity.

13. Conflicts.

To the extent that any provision of this Fraud Policy conflicts with state or federal law, the conflicting provision(s) of state or federal law shall apply.

REGULAR AGENDA ITEM 502

CITY COMMISSION AGENDA | OCTOBER 26, 2026 REGULAR MEETING

TITLE

City Manager's Annual Report & Achievements: 2025-2026

SUMMARY

This Annual Report provides an overview of the City of Winter Springs' key accomplishments, major milestones, and organizational progress during City Manager Kevin Sweet's tenure, from December 16, 2024, through September 30, 2026. It highlights the collective efforts of the City Commission, City leadership, and staff to advance community priorities, strengthen municipal operations, and improve service delivery.

The report reviews progress in financial management, organizational capacity, infrastructure investment, public communication, and community services. It also highlights efforts to maintain balanced budgets without increasing the millage rate, improve financial transparency, and align resources with the City's operational needs and long-term priorities. Infrastructure remains a central focus, including planning and development of replacement wastewater treatment facilities, improvements to water and wastewater systems, and advancement of stormwater maintenance and capital projects. These efforts support reliable services, environmental protection, and the long-term resilience of the City's infrastructure. The report also addresses community outreach and engagement, including utility education, water conservation, and public communication initiatives. Recognition received by the City and its employees reflects the staff's commitment to professional service and community engagement. Taken together, the annual report documents the City's progress during the reporting period and provides context for ongoing projects and future initiatives. It also serves as a foundation for the City Commission and City Manager to establish goals, objectives, and evaluation criteria for the next reporting period.

FUNDING SOURCE

RECOMMENDATION

The City Manager has prepared an Annual Report summarizing the City's key accomplishments, major milestones, and significant initiatives advanced during his tenure, from December 16, 2024, through September 30, 2026. The report and

presentation provides the City Commission and the public with an overview of progress on organizational priorities, service delivery improvements, and capital projects, while highlighting ongoing efforts and future priorities.

REGULAR AGENDA ITEM 503

CITY COMMISSION AGENDA | OCTOBER 26, 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