



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, May 26, 2020**

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. Each speaker will be permitted 3 minutes to address the Council. These time limits may be changed by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

ROLL CALL

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Election Proclamation

Motorcycle Safety Month

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

The next portion of the meeting is the consent agenda which contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Council wish to speak on a consent item, they have the same opportunity.

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| Item No. 1 - Meeting Minutes | Consider approval of minutes from April 28, 2020 and May 12, 2020 Regular Council Meetings. |
| Item No. 2 - Plat Approval | Consider approval of Highland Ranch Esplanade Phase 4 plat - 88 lots. |
| Item No. 3 - School Resource Officer Agreement | Consider agreement between the City of Clermont and the Lake County School Board for the SRO program. |
| Item No. 4 - Piggyback Contract | Consider request to piggyback the Polk County contract with Curry Controls Company to provide supervisory control and data acquisition (SCADA) services in the estimated initial budgeted amount of \$200,000. |
| Item No. 5 - Piggyback Contract | Consider request to piggyback the Sarasota County contract with Engineered Spray Solutions LLC to provide Sprayroq protective lining for existing sewer manholes and stormwater structures in the estimated annual budgeted amount of \$100,000. |

**CITY OF CLERMONT
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6:30 PM, Tuesday, May 26, 2020**

UNFINISHED BUSINESS

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| Item No. 6 - Ordinance No. 2020-23 <i>Final</i> | Consider an update to the existing flood plain management ordinance. |
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NEW BUSINESS

- | | |
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| Item No. 7 - Joint Planning Area Review | JPA review of Evergreen Estates Planned Unit Development. |
| Item No. 8 - Fourth Of July Event Options | Consider options for the City of Clermont's Red, White and Boom July 4th Celebration. |

ADJOURN

Public Notice

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

Pursuant to Executive Order 20-52 of the State of Florida, and the City of Clermont Resolution 2020-14R, a Virtual or Semi-Virtual meeting of the Clermont City Council, and its boards and committees, may be held and simulcast from Clermont City Hall. The purpose of a virtual or semi-virtual meeting is to convene in order to ensure the continuity of government, the delivery of essential services, protecting the interests of property owners and preserving the public health, welfare and safety. Meetings shall be hosted from the City Council Chambers at Clermont City Hall 685 W. Montrose Street, Clermont, FL 34711.

Please note that Governor DeSantis' Executive Order 20-69 suspended the requirement of a quorum to be present in person or requires a local government body to meet at a specific public place. The Executive Order also allows local government bodies to utilize communications media technology, such as telephonic and video conferencing for local government body meetings.

Meetings will be broadcasted live via Zoom conferencing and the City's YouTube Channel: <https://www.youtube.com/cityofclermontgovernment>

The public shall have the following communication avenues to address the City Council or the Board as may be permitted by law:

1. The public or applicant may address the council or board in person via a live video conference feed available at at 685 W. Montrose Street, Clermont, FL 34711 where City will provide and operate technology to facilitate dialog. The location shall be established according to the Center for Disease Control guidelines and other reasonable precautions shall be implemented, maintained and monitored by the City.

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2. The public or applicant may send a comment or statement to be read at the Council or Board meeting at the appropriate time. All emails must be received prior to the published start time of the applicable meeting. The email address shall be: cityclerk@clermontfl.org
3. The public or applicant may mail or deliver to City Hall on or before 2 p.m. EST of the day of the meeting to which the statement applies. The written statement shall be read at the Council or Board meeting at the appropriate time.

Please visit www.clermontfl.gov for detailed instructions on how to access the virtual stream and provide public comment using any of the previously mentioned options. Meeting agendas are available on the city website and will be posted on the exterior doors of City Hall.

Should any person desire to appeal any decision of the City Council with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (352) 241-7331 (Voice) no later than two (2) business days prior to the proceeding or by contacting the City Clerk's Office at cityclerk@clermontfl.org. TTY users may call via 711 (Florida Relay Service) no later than two (2) business days prior to the proceeding.

Please be advised that if you intend to show any document, picture, video or items to the Council or Board in support or opposition to any item on the agenda; a copy of the document, picture, video or item must be provided to the City Clerk for the City's records.

City of Clermont
Mayor's Proclamation

The General Election of the City of Clermont shall be held on the 3rd day of November, 2020, between the hours of 7:00 a.m. and 7:00 p.m. Eastern Standard Time at the Clermont City Center, 620 W. Montrose Street; Kings Ridge Clubhouse, 1900 Kings Ridge Boulevard; Legends Clubhouse, 1690 Legendary Boulevard; Cooper Memorial Library, 2525 Oakley Seaver Drive; Family Christian Center, 2500 S. US Hwy. 27, Summit Greens Clubhouse, 1190 Summit Greens Boulevard; Heritage Hills Clubhouse, 3195 Heritage Hills Boulevard; Clermont Arts and Recreation Center, 3700 S. US Hwy 27; and Clermont Baptist Church, 16115 Old Highway 50. The purpose of this election is to elect:

City Council Member Seat 1	(Two Year Term)
City Council Member Seat 3	(Two Year Term)
City Council Member Seat 5	(Two Year Term)

A primary election will be held on the 18th day of August 2020, if there are more than two candidates who qualify for any one of the above seats.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Clermont to be affixed on this 26th day of May 2020.

Mayor Gail L. Ash

ATTEST: _____
Tracy Ackroyd Howe, City Clerk



PROCLAMATION

- Whereas,* Central Florida's mild climate and scenic roadways make motorcycle riding an enjoyable experience throughout the year; and
- Whereas,* Florida's growing population makes motorcycle safety an important issue for all drivers; and
- Whereas,* more than a million drivers in Florida have a motorcycle endorsement on their driver's license; and
- Whereas,* motorcycles can easily be hidden in traffic; therefore, it is important for motorists to search the traffic around them and always expect to see motorcycles; and
- Whereas,* to prevent injuries and deaths on Florida's roadways, motorcyclists and motorists must be vigilant in their efforts to share the road and ensure the safety of everyone;

Now, Therefore, I, Gail L. Ash, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the Month of May, Two-thousand and Twenty as

MOTORCYCLE SAFETY AWARENESS MONTH

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 26th Day of May in the year Two Thousand and Twenty.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
APRIL 28, 2020

The City Council met in a semi-virtual regular meeting on Tuesday, April 28, 2020 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30 pm. City officials present were City Manager Gray, City Attorney Mantzaris, and City Clerk Howe.

ROLL CALL

City Clerk Howe took the opening roll.

Present: Council Member Bates, Council Member Purvis, Council Member Brishke, Council Member Travis, and Mayor Ash

Absent: None

MAYORS OPENING COMMENTS

Mayor Ash provided the Council with an update on the City's response to Covid-19. She also informed the Council that Officer Conrad Buckley of the Clermont Police Department had passed away due to complications from the Covid-19 virus.

INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was observed in honor of Officer Buckley followed by the Pledge of Allegiance.

PROCLAMATION

City Clerk Howe read the following proclamations into the record: Building Safety Month, Occupational Health and Safety Week, and Public Service Recognition Week.

PUBLIC COMMENTS

Mayor Ash opened the floor for comments from the public on items not on the agenda.

City Manager Gray asked City Clerk Howe if there were any public present that wished to speak. City Clerk Howe responded that there was no public present that wished to speak at that time.

City Manager Gray asked City Clerk Howe if there were any messages received by the public. City Clerk Howe stated she did receive public comments via email. City Clerk Howe read the comments into the record as received.

James Briggs. Unknown Address. – Wished to express appreciation to city crews for work done on property.

City Manager Gray informed the Council that Mr. Briggs is president of the Clermont Historical Society.

Becky A. Unknown Address, Clermont – Expressed support for the allowance of backyard chickens and requested that it be on a future agenda for consideration.

Kevin Nollmeyer. Unknown Address. – Inquired as to when city parks would be reopened for use.

REPORTS

CITY MANAGER REPORT

City Manager Gray informed the Council there would be several changes to the agenda. City Clerk Howe read Ordinances No. 2020-13, 2020-14, 2020-15 into the record by title only after which the Council voted to table each item to the dates provided by City Manager Gray.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
APRIL 28, 2020

City Manager Gray further explained that Ordinances No 2020-13 and 2020-14 were being tabled because the Planning & Zoning Commission had not yet heard them. He also informed the Council that Agenda Item No. 9 had been withdrawn.

City Manager Gray continued his report stating that a testing site had been opened at the Cooper Memorial Library. It was very popular and caused traffic to back up onto Oakley Seaver Blvd. He communicated with the County and the site will be moved to the Arts & Recreation Center (ARC), which can better stack vehicles. The site will open next Tuesday, May 5 at 8:00 am.

He concluded his report by informing the Council that the City will be opening the boat ramp starting May 1 at 7:00 am, as well as Palatlahaha Park and Hancock Park, however the basketball court and playground will not be open yet. The Lake Hiawatha Preserve will also open May 1. He informed the Council that public restrooms will continue to be closed and that their opening would be phased in. City Hall is already starting to phase in employees back to City Hall since 80% of employees have been working remotely.

City Manager Gray asked if the Council needed to vote on the proposed phasing plan. Attorney Mantzaris stated that this is just a notification and no vote is required. He further stated that the City Manager has the authority under the Governor DeSantis's executive order to dictate the phasing in plan.

Council Member Travis asked if the swimming area would also be reopened. City Manager Gray stated that he is recommending against opening the beach now, but they are hoping to open as part of the later phased opening in the month of May.

Council Member Travis asked about the bathrooms. City Manager Gray stated that it takes a lot to clean them and not all staff have returned yet. They will stay closed until they hear an update from the Governor.

Council Member Bates asked about signage on social distancing. City Manager Gray stated they are putting together signage now for the trails and parks as recommended by the Centers for Disease Control (CDC).

Council Member Brishke asked about social distancing at the boat ramp. City Manager Gray stated the reason the boat ramp was closed is that people were gathering there, staying there, and not going out in their boats. Going forward, a park ranger will be onsite from 7:00 am – 7:00 pm as well as a police officer in the evenings to ensure social distancing.

Council Member Purvis liked the plan and said it is a good first step.

CITY ATTORNEY REPORT

Attorney Mantzaris stated that he has no report other than to wish City Manager Gray a Happy Birthday.

CITY COUNCIL REPORTS

Council Member Bates:

- Received a concerned phone call about traffic around the area conducting the Covid-19 testing. He spent two (2) hours out there observing and saw at least eighty (80) cars in line. However, no portion of the roads were blocked off while he was there.
- Sent condolences to Officer Buckley's family and to the Clermont Police Department.

Council Member Purvis:

- Sent condolences to the Police Department for the terrible loss to the City of Clermont.

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REGULAR COUNCIL MEETING
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- Asked a procedural question of Attorney Mantzaris. He has a concern regarding having land use cases during state of emergency and the inability of the public to have a fair and easy method to convey thoughts on an issue. He would like Attorney Mantzaris to discuss with the City Manager the possibility of postponing all land use cases until state of emergency ceases and the Council is able to meet in regular format again.

In regards to the procedural question, Mayor Ash told Council Member Purvis that the land use cases have already been postponed until June, and she feels this may clear up by then, so they should just wait and see.

Attorney Mantzaris responded to Council Member Purvis that during the meeting where they adopted the state of emergency, the Council put language into the declaration to acknowledge that this is a fluid situation and that processes will be changed to make sure the public has participation opportunities especially on quasi-judicial matters. Currently, he agrees with the tabling of items until after May. He cautioned the Council though that these items cannot be delayed indefinitely. Applicants have rights as well, and the Council may have to move forward on items depending on how long this lasts.

Council Member Brishke:

- Feels like the Council needs to have a contingency plan for the new normal. She felt it might be worth having the conversation at a workshop to have something in place. The City will need a solution for the future if this happens again.

In regards to the request for a plan, City Manager Gray stated he would place the item for discussion on the next workshop agenda.

Council Member Travis:

- Wished City Manager Gray a Happy Birthday.
- Sent condolences to the Buckley family.
- Attended first Microsoft Teams meeting with the Lake Apopka Natural Gas Board.
- Complimented the City on brick pavers, which look very good.

In regards to the brick pavers, Mayor Ash agreed with Council Member Travis and said that the repaving was stunning. City Manager Gray stated that Minneola, Montrose and Eighth Streets would also be brick paved.

Mayor Ash:

- Wished everyone well. Encouraged residents to responsibly reach out to a neighbor if able so they do not feel alone in this situation.

CONSENT AGENDA

Mayor Ash advised that the next item on the Agenda for consideration was the Consent Agenda and requested anyone wishing to have any item pulled for discussion to please come forward at this time.

Item No. 1 – Minutes Approval

Consider approval of the City Council Workshop minutes of April 7, 200 and the semi-virtual regular meeting of April 14, 200.

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Item No. 2 – Bid Award

Consider awarding bid to Ring Power Corporation in the budgeted amount of \$51,000 for the purchase of articulating boom lift.

Item No. 3 – Bid Award

Consider awarding bid to Folsom Services Inc. in the budgeted amount of \$59,123.45 for electrical improvement to lift station E9.

Item No. 4 – Easement

Consider Electric Energy Easement with Duke Energy Florida LLC for installation and maintenance of electrical energy to Edgewood Park Place.

Item No. 5 – Resolution No. 2020-17R

Consider authorizing the submission of a grant application to the Florida Division of Cultural Affairs Facilities Program requesting \$210,000 for the Clermont Performing Arts Center.

Mayor Ash asked if there were anyone in the Council Chambers who wished to speak. City Clerk Howe responded that there was no one who wished to speak on the consent agenda.

MOTION TO APPROVE the Consent Agenda of April 28, 2020 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 6 – Ordinance No. 2020-13 – FINAL

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE LARGESCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

This item was voted on out of order and was considered during the City Managers report.

MOTION TO TABLE until June 23, 2020 final consideration of Ordinance No. 2020-13 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

City of Clermont
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REGULAR COUNCIL MEETING
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Item No. 7 – Ordinance No. 2020-15 – FINAL

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE, RECORDING, AND PUBLICATION.

This item was voted on out of order and was considered during the City Managers report.

City Attorney Mantzaris informed the Council that Council Member Travis declared that she had a conflict of interest and would be abstaining from the vote.

MOTION TO TABLE until June 9, 2020 final consideration of Ordinance No. 2020-15 made by Council Member Bates. Seconded by Council Member Brishke. Passed 4-0 with one (1) abstention by Council Member Travis.

NEW BUSINESS

Item No. 8 – Ordinance No. 2020-14 – FINAL

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE, RECORDING, AND PUBLICATION.

This item was voted on out of order and was considered during the City Managers report.

MOTION TO TABLE until June 23, 2020 final consideration of Ordinance No. 2020-14 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

Item No. 9 – Resolution No. 2020-04R

This item has been withdrawn from the agenda.

City of Clermont
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Item No. 10 – Resolution No. 2020-19R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, EXTENDING THE TEMPORARY MORATORIUM RELATED TO MULTI-FAMILY DEVELOPMENT ADOPTED BY ORDINANCE 2019-39 FOR A PERIOD OF NINETY (90) DAYS; FINDING THAT THE EXTENSION OF THE MORATORIUM IS NECESSARY TO ACCOMPLISH THE PURPOSES AND FINDINGS SET FORTH IN ORDINANCE 2019-39; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

City Clerk Howe read the legal title into the record. City Manager Gray provided the analysis.

City Manager Gray referenced the workshop earlier in the month where they discussed affordable housing. Based on that workshop, staff is working to draft together ordinances based on recommendation and those will be on the Council agenda in June.

City Manager Gray further explained the moratorium expired on April 10th, but the adopting ordinance allows the Council to extend it for 90 days by Resolution if they so choose. An extension would then expire on July 10, 2020. There are currently no multi-family applications with the city.

Mayor Ash opened the floor for comments from the public.

Joe Gustafson, 3699 Corsica Lane, Clermont. - Asked for a guidance to tie terms together. The definitions have changed. He would like more information.

In response to Mr. Gustafson, City Manager Gray explained that affordable housing is defined in Florida Statutes and it can be at any range of priced housing. The Council in Clermont wants to focus on workforce housing which is above the poverty level, since there are already programs to address those situations. They do inter-relate but are different.

Mayor Ash asked if there were any additional comments from the public. City Clerk Howe read into the record a submitted email received.

Lee Steinhauer, AAGO. – Expressed opposition to the moratorium extension.

City Manager Gray reminded the Council that the City has currently received no applications.

Council Member Purvis asked if the moratorium could be extended after the July 10, 2020 expiration.

Attorney Mantzaris responded that adopting the ordinance only allows for one (1) extension.

MOTION TO APPROVE AND ADOPT the moratorium extension in Resolution No. 2020-19R made by Council Member Purvis. Seconded by Council Member Bates. Passed unanimously with all members present voicing aye.

City of Clermont
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REGULAR COUNCIL MEETING
APRIL 28, 2020

ADJOURN: With no further comments, this meeting adjourned at 7:19 p.m.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
May 12, 2020

The City Council met in a semi-virtual meeting on Tuesday, May 12, 2020 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30 pm. City officials present were City Manager Gray, City Attorney Mantzaris, and City Clerk Howe.

ROLL CALL

City Clerk Howe called the opening roll.

Present: Council Member Bates, Council Member Purvis, Council Member Brishke, Council Member Travis, and Mayor Ash

Absent: None

INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was observed to reflect on the issues and problems affecting the country followed by the Pledge of Allegiance.

PROCLAMATIONS

City Clerk Howe read the following proclamations into the record: Better Hearing Month.

MAYORS OPENING COMMENTS

Mayor Ash provided the Council with an update on the City's response to Covid-19. In addition to reopening the city boat ramp on May 1. The City has waived outdoor seating permit fees for the month of May. She announced the public restrooms would be open beginning Friday, May 15.

She thanked City staff who have been working to keep services running smoothly. She reminded all those viewing and in attendance that together, we will get through this, and if a person needs to go out, they should wear a mask and follow Center for Disease Control (CDC) social distancing guidelines.

PUBLIC COMMENTS

Mayor Ash opened the floor for comments from the public on items not on the agenda.

Mayor Ash asked City Clerk Howe if there were any public present that wished to speak. City Clerk Howe responded there was no public present that wished to speak at that time.

Mayor Ash asked City Clerk Howe if there were any messages received by the public. City Clerk Howe indicated that she did not receive any messages from the public.

REPORTS

CITY MANAGER REPORT

City Manager Gray began his report by informing the Council that there was a change to the agenda, and that Agenda Item No. 4 would need to be tabled until June 9 at the request of the applicant.

City Manager Gray continued his report by providing an update on facility openings. City Hall would be reopening with the 2nd and 3rd floors accessible to the public by appointment only. Semi-virtual meetings will continue for the City Council and boards until Phase 3 reopening.

City Manager Gray brought up the issue of the 4th of July event and the fireworks payment.

City of Clermont
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REGULAR COUNCIL MEETING
May 12, 2020

The City has placed a 50% (\$7,500) deposit on the fireworks for the July 4 event and the company needs to know by May 20 if the City will move forward with the fireworks. If the City cancels after May 20, the City will lose its deposit. City Manager Gray asked for guidance from the Council on how they would like to proceed. He recommended moving the fireworks to another date or cancelling all together.

The Council provided consensus that they do not wish to lose the deposit and would like to have fireworks. There was a difference of opinion as to whether the fireworks should remain on July 4 or move to another date.

Parks and Recreation Director Davidoff informed the Council that the City has a good relationship with the fireworks vendor and they are willing to work with the City.

Council Member Travis stated the City is facing a massive budgetary deficit and should not be spending money on fireworks.

City Manager Gray clarified for the Council that the City is taking a hit on sales tax revenues. The City's Finance Department is projecting a 25 to 35% reduction in revenue. He will have a fuller report for the Council on this issue in mid-June before the July budget workshops.

City Attorney Mantzaris informed the Council that a motion is necessary in regards to whether to keep or terminate the contract.

MOTION TO MOVE FORWARD with the fireworks contract with an event date yet to be determined based on a report provided by the City Manager made by Council Member Purvis. Seconded by Council Member Bates. Passed unanimously with all members present voicing aye.

City Manager Gray concluded his report by informing the Council the May workshop is cancelled, but he is planning one for June.

CITY ATTORNEY REPORT

City Attorney Mantzaris did not have a report.

CITY COUNCIL REPORT

Council Member Bates:

- No report.

Council Member Purvis:

- Thanked the City Utilities staff for providing excellent service during multiple water main breaks.
- Expressed concern over incidents concerning overcrowding, and request the City Manager explain the law enforcement process for enforcing the governor's rules.

In regards to the law enforcement question, City Manager Gray responded that the Police Department is making contact with establishments receiving complaints to inform them of the orders. Complaints are then turned over to the state, especially on the commercial side.

Council Member Purvis stated he wanted it on the record that the City is responding and he believes they are doing a good job.

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May 12, 2020

Council Member Brishke:

- On May 2, she attended Officer Buckley's service by internet.
- Felt the City boat ramp has seen an increase of boaters from out of county. She would like to see the City offer passes specific to City residents by creating a fee schedule for anyone outside of the county. In addition, she would like to establish hours of operation so the City is being respectful of those who live in the area.

Council Member Travis:

- Lake Apopka Gas awarded the Gold Soar Award.
- Would like to have the Council Member Brishke's conversation on the boat ramp .

In regards to the boat ramp, City Manager Gray stated that he would work with Director Davidoff and bring something back to the Council at the next meeting.

Mayor Ash:

- No report.

CONSENT AGENDA

Mayor Ash advised the next item on the Agenda for consideration was the Consent Agenda and requested anyone wishing to have any item pulled for discussion to please come forward at this time.

Item No. 1 – Plat Approval

Consider plat for Waterbrooke Phase 3 for 253 lots located at SR 50 and Emil Jahna Road.

**Item No. 2 – Task Order Approval
and Budget Amendment**

Consider task order for the Clermont Rowing course and budget amendment in the amount of \$70,495

**Item No. 3 – Change Order Approval
and Contingency Fund**

Consider Change Order 8,9, 10,11, 12, 13 and 14 to the downtown streetscapes phase 1 construction contract with Traverse Group, Inc for additional services in the total combined amount of \$211,917.14 and adding a contingency fund in the amount of \$442,389 or 10% of current of new contract value for future change orders.

Mayor Ash opened the floor for comments from the public. City Manager Gray asked if there was any public present. City Clerk Howe responded that there was no one from the public who wished to address the council.

Council Member Purvis asked that Consent Item No. 2 be pulled for further discussion.

MOTION TO APPROVE items No. 1 and 3 of the Consent Agenda of May 12, 2020 made by Council Member Bates. Seconded by Council Member Travis. Passed unanimously with all members present voicing aye.

City of Clermont
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May 12, 2020

Council Member Purvis stated that he is in support of Item No. 2, but has received questions from the public about the circumstances that generated the expenditure and would like the City Manager to address that issue.

City Manager Gray explained to the Council that they received a consent order from the Florida Department of Environmental Protection and the one condition of the consent order was that they conduct this survey of the rowing course. The City had 90 days from accepting the consent order to complete the survey; the consent order was accepted in April.

Council Member Purvis asked City Manager Gray to explore joint payment opportunities with the rowing group or the County.

MOTION TO APPROVE item No. 2 of the Consent Agenda of May 12, 2020 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

NEW BUSINESS

Item No. 4 – Variance Request (*Fazoli's Restaurant*)

This item was voted on out of order and was considered during the City Managers report.

MOTION TO TABLE until June 9, 2020 consideration of variance request for Fazoli's Restaurant made by Council Member Bates. Seconded by Council Member Brishke. Passed unanimously with all members present voicing aye.

Item No. 5 – Partial Lien Release (*1800 US Highway 27*)

City Attorney Mantzaris gave an overview of the history of the property. Since a lien is applied to an owners other properties within a county, the property owner is requesting a partial lien release so that he may move forward with a development on a property in another part of the County. The requestor is willing to make a \$10,000 payment towards the \$40,000 due. The remaining \$30,000 would still be against his other properties.

Attorney Mantzaris read an email into the record from the requestor's attorney who was unable to be at the meeting.

Mayor Ash expressed opposition to letting property owners make deals with the City.

Council Member Travis asked if this was the property with the rusty truck. City Manager Gray confirmed that it was.

Council Member Purvis asked that the Code Enforcement process be discussed at a future workshop.

MOTION TO APPROVE the partial lien release and acceptance of \$10,000 towards the \$40,000 outstanding lien made by Council Member Travis. Seconded by Council Member Bates. Passed 4-1 with Mayor Ash voting against.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
May 12, 2020

Item No. 6 – Ordinance No. 2020-23 - *Introduction*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CLERMONT CODE OF ORDINANCES, CHAPTER 94 ENVIRONMENTAL PROTECTION TO MAKE MODIFICATIONS TO BRING THE REGULATIONS INTO CONFORMANCE WITH THE MOST CURRENT FEMA-APPROVED, FLOODPLAIN MANAGEMENT ORDINANCE FOR FLORIDA COMMUNITIES THAT IS COORDINATED WITH THE FLORIDA BUILDING CODE; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION TO INTRODUCE for future consideration Ordinance No. 2020-23 made by Council Member Bates. Seconded by Council Member Travis. Passed unanimously with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
May 12, 2020

ADJOURN: With no further comments, this meeting adjourned at 7:51pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, May 26, 2020			
Agenda Item Name			
Plat Approval			
Requested Action			
Recommend approval of Highland Ranch Esplanade Phase 4 plat.			
Staff Report			
Esplanade Phase 4 is for 88 lots in the Highland Ranch subdivision located at Old SR 50 and Blackstill Lake Road. The plat has been reviewed and approved by the City's contracted Engineer and Surveyor.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Plat of Esplanade Phase 4	Plat of Esplanade Phase 4.pdf	

HIGHLAND RANCH ESPLANADE PHASE 4

A REPLAT OF PORTIONS OF TRACT AA AND TRACT Y, HIGHLAND RANCH ESPLANADE PHASE 1, AS RECORDED IN PLAT BOOK 66, PAGES 31 THROUGH 36 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND PORTIONS OF UNPLATTED LANDS LYING IN SECTIONS 15 AND 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

SHEET 1 OF 6

PLAT BOOK _____ PAGE _____

HIGHLAND RANCH ESPLANADE PHASE 4

D E D I C A T I O N

KNOW ALL MEN BY THESE PRESENTS, THAT TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT DO HEREBY DEDICATE THE FOLLOWING FOR THE USES AND PURPOSES THEREIN EXPRESSED, SUBJECT TO THE PLAT NOTES CONTAINED HEREIN.

1. TO ESPLANADE AT HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC.: TRACT OS-1; TRACT OS-2; TRACT OS-3 AND TRACT BB ARE SUBJECT TO PERPETUAL RIGHTS OF INGRESS AND EGRESS BY THE LOT OWNERS OF HIGHLAND RANCH ESPLANADE PHASE 4, THEIR TENANTS, INVITEES AND LICENSEES, TOGETHER WITH THOSE PROVIDERS OF SANITATION, POSTAL, FIRE AND LAW ENFORCEMENT AND EMERGENCY AND MEDICAL SERVICES AND THEIR VEHICLES AND PERSONNEL, A DRAINAGE AND UTILITY EASEMENT IS HEREBY GRANTED OVER THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS SHOWN OR NOTED HEREON.

2. TO LOT OWNERS OF HIGHLAND RANCH ESPLANADE PHASE 4: A PERPETUAL INGRESS AND EGRESS EASEMENT IS HEREBY GRANTED OVER, ACROSS AND UPON TRACT BB INCLUDING THE RIGHT OF INGRESS AND EGRESS AND USE OF GATES AND AMENITY STRUCTURES FOR SAID LOT OWNER'S TENANTS, INVITEES AND LICENSEES, TOGETHER WITH THOSE PROVIDERS OF SANITATION, POSTAL, FIRE AND LAW ENFORCEMENT AND EMERGENCY AND MEDICAL SERVICES AND THEIR VEHICLES AND PERSONNEL, A DRAINAGE AND UTILITY EASEMENT IS HEREBY GRANTED OVER THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS SHOWN OR NOTED HEREON.

3. TO PROVIDERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION SERVICES: A UTILITY EASEMENT IS HEREBY GRANTED OVER, ACROSS AND UPON TRACT BB, TRACT OS-1, TRACT OS-2 AND TRACT OS-3 AND THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS SHOWN HEREON, INCLUDING THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS TRACT BB, TRACT OS-1, TRACT OS-2 AND TRACT OS-3 FOR THE PURPOSE OF ACCESSING SAID UTILITY EASEMENTS.

4. TO THE CITY OF CLERMONT: A UTILITY EASEMENT IS HEREBY GRANTED OVER, ACROSS AND UPON TRACT BB AND THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS SHOWN HEREON, INCLUDING THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS TRACT BB, TRACT OS-1, TRACT OS-2 AND TRACT OS-3 FOR THE PURPOSE OF ACCESSING SAID UTILITY EASEMENTS. A UTILITY, DRAINAGE, ACCESS AND SIDEWALK EASEMENT IS HEREBY GRANTED OVER, ACROSS AND UPON TRACT BB.

IN WITNESS WHEREOF, Taylor Morrison of Florida, Inc., a Florida Corporation has caused these presents to be signed by the officer named below its corporate seal to be affixed hereto on _____, 2020.

Name: _____

Signed: _____

Title: _____

Signed and sealed and delivered in the presence of:

1. _____
Witness Signature:

Printed Name: _____

2. _____
Witness Signature:

Printed Name: _____

The foregoing Dedication was acknowledge before me this ____ day of _____, 2020 by _____ as _____ of _____
Taylor Morrison of Florida, Inc., a Florida Corporation.

He is personally known to me / has produced _____ as identification and did / did not take an oath.

Signature of Acknowledger: _____

Printed Name of Acknowledger: _____

My Commission Expires: _____

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, that this plat was reviewed in accordance with Section 177.081, Florida Statutes and presented to the CITY COUNCIL of Clermont, Lake County, Florida and approved by said CITY COUNCIL of Clermont for record on the ____ day of _____, 2020 provided that this plat is recorded in the office of the Clerk of the Circuit Court of Lake County, Florida within 365 days from the date of approval by said City of Clermont, Florida.

Attest: _____ City of Clermont

City Clerk _____ Mayor

Print Name _____ Print Name

REVIEWER STATEMENT

Pursuant to Section 177.081 F.S., I have reviewed this plat for conformity to Chapter 177, Part 1, Florida Statutes, and find said plat complies with the technical requirements of that Chapter; provided, however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

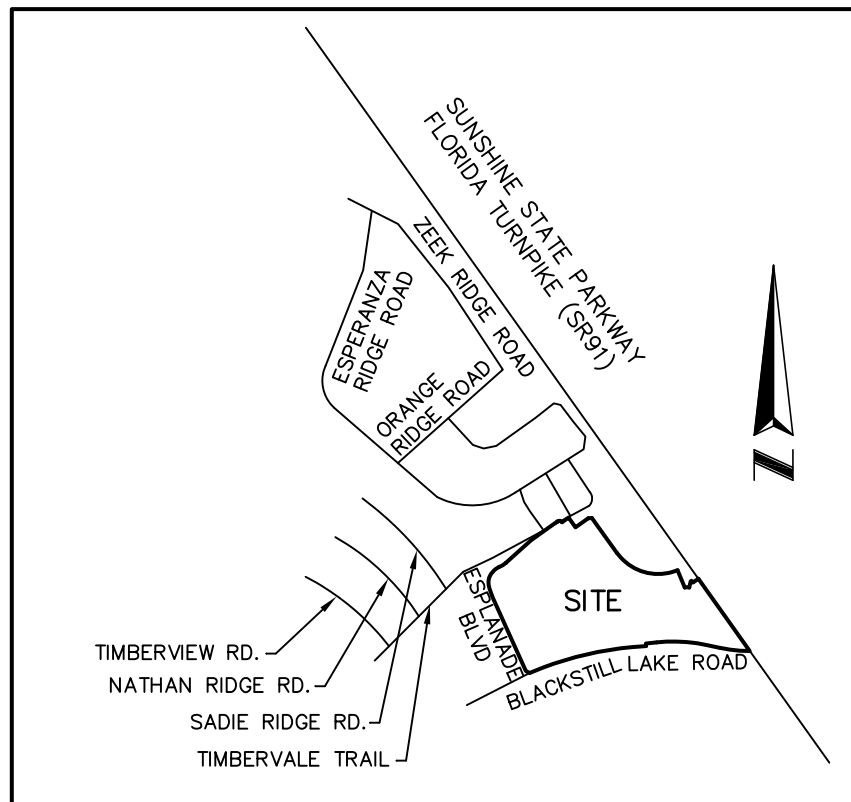
Name: Jennings E. Griffin _____ Date _____
Professional Surveyor and Mapper No. 4486
Booth, Ern, Straughn & Hiett, Inc.
902 N. Sinclair Ave., Tavares, FL 32778
(352-343-8481) Licensed Business No. 7514

LEGAL DESCRIPTION:

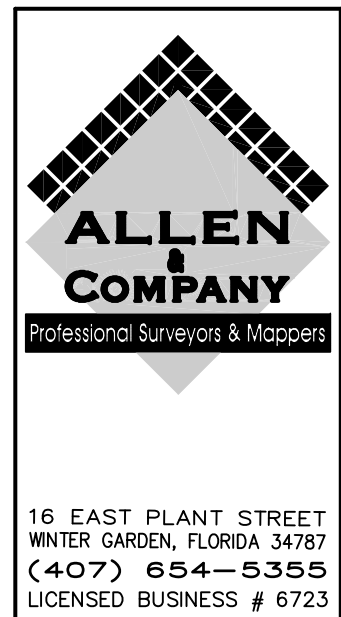
A PARCEL OF LAND COMPRISING PORTIONS OF TRACT AA AND TRACT Y, HIGHLAND RANCH ESPLANADE PHASE 1 AS RECORDED IN PLAT BOOK 66, PAGES 31 THROUGH 36 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND PORTIONS OF UNPLATTED LANDS LYING IN SECTION 15 AND 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF TRACT EE, AFORESAID HIGHLAND RANCH ESPLANADE PHASE 1; THENCE RUN ALONG THE EAST AND SOUTH LINE OF SAID TRACT EE FOR THE FOLLOWING COURSES: NORTH 63° 24' 33" WEST FOR A DISTANCE OF 32.33 FEET; THENCE RUN NORTH 24° 20' 21" WEST FOR A DISTANCE OF 593.17 FEET; THENCE RUN NORTH 19° 29' 01" WEST FOR A DISTANCE OF 50.21 FEET; THENCE RUN NORTH 24° 21' 26" WEST FOR A DISTANCE OF 17.48 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 130.00 FEET, WITH A CHORD BEARING OF NORTH 21° 22' 26" EAST, AND A CHORD DISTANCE OF 186.18 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91° 27' 44" FOR A DISTANCE OF 207.52 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 182.00 FEET, WITH A CHORD BEARING OF NORTH 57° 38' 13" EAST, AND A CHORD DISTANCE OF 59.88 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 56' 09" FOR A DISTANCE OF 50.15 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 48° 10' 09" EAST FOR A DISTANCE OF 130.55 FEET; THENCE RUN NORTH 47° 58' 54" EAST FOR A DISTANCE OF 121.80 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF TIMBERVALE TRAIL ACCORDING TO AFORESAID HIGHLAND RANCH ESPLANADE PHASE 1; THENCE RUN THE FOLLOWING COURSES ALONG SAID SOUTH RIGHT-OF-WAY LINE; NORTH 54° 31' 55" EAST ALONG FOR A DISTANCE OF 243.01 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING OF SOUTH 80° 28' 05" EAST, AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR A DISTANCE OF 39.27 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 54° 31' 55" EAST FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF LOT 1 OF SAID HIGHLAND RANCH ESPLANADE PHASE 1; THENCE RUN SOUTH 35° 28' 05" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 90.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE RUN NORTH 54° 31' 55" EAST ALONG THE SOUTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF LOT 2 OF SAID HIGHLAND RANCH ESPLANADE PHASE 1 FOR A DISTANCE OF 117.00 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE OF LOT 2 RUN NORTH 87° 03' 00" EAST FOR A DISTANCE OF 27.28 FEET; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 35° 28' 05" EAST FOR A DISTANCE OF 74.84 FEET; THENCE RUN SOUTH 35° 49' 52" EAST FOR A DISTANCE OF 246.56 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 380.00 FEET, WITH A CHORD BEARING OF SOUTH 74° 09' 08" EAST, AND A CHORD DISTANCE OF 471.25 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76° 38' 33" FOR A DISTANCE OF 508.31 FEET TO A POINT ON A RADIAL LINE; THENCE RUN SOUTH 22° 28' 24" EAST FOR A DISTANCE OF 22.53 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 402.53 FEET, WITH A CHORD BEARING OF NORTH 67° 11' 44" EAST, AND A CHORD DISTANCE OF 4.65 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 39' 43" FOR A DISTANCE OF 4.65 FEET TO A POINT ON THE WESTERLY LINE OF AFORESAID TRACT AA; THENCE RUN SOUTH 23° 21' 48" EAST ALONG SAID WESTERLY LINE AND THE SOUTHERLY EXTENSION THEREOF FOR A DISTANCE OF 121.92 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 60.00 FEET, WITH A CHORD BEARING OF SOUTH 77° 58' 38" EAST, AND A CHORD DISTANCE OF 24.53 FEET; THENCE RUN SOUTHEASTERLY DEPARTING SAID WESTERLY LINE AND THE SOUTHERLY EXTENSION THEREOF ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 35' 33" FOR A DISTANCE OF 24.71 FEET TO A NON TANGENT POINT; THENCE RUN THE FOLLOWING COURSES ALONG THE SOUTHERLY LINE OF THE AFORESAID HIGHLAND RANCH ESPLANADE PHASE 1, AND THE SOUTHERLY EXTENSION THEREOF; NORTH 13° 38' 35" EAST FOR A DISTANCE OF 54.36 FEET; THENCE RUN NORTH 54° 31' 55" EAST FOR A DISTANCE OF 7.32 FEET; THENCE RUN SOUTH 35° 28' 05" EAST FOR A DISTANCE OF 17.50 FEET; THENCE RUN NORTH 54° 31' 55" EAST FOR A DISTANCE OF 50.06 FEET TO THE SOUTHEAST CORNER OF SAID HIGHLAND RANCH ESPLANADE PHASE 1, BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE) (SR 91) ACCORDING TO FLORIDA STATE TURNPIKE AUTHORITY SUNSHINE STATE PARKWAY PROJECT NO. 2 R/W MAP STATION 6389+20.97 TO STATION 6410+00.00 DATED 9-19-1964; THENCE RUN SOUTH 35° 27' 31" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 663.88 FEET TO THE POINT OF INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE OF BLACKSTILL LAKE ROAD ACCORDING TO OFFICIAL RECORDS BOOK 2730, PAGE 254 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA BEING A POINT ON A NON TANGENT CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 1085.92 FEET, WITH A CHORD BEARING OF NORTH 83° 56' 11" WEST, AND A CHORD DISTANCE OF 225.41 FEET; THENCE RUN THE FOLLOWING COURSES ALONG SAID NORTH RIGHT-OF-WAY LINE: WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 54' 53" FOR A DISTANCE OF 225.82 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 77° 58' 44" WEST FOR A DISTANCE OF 98.80 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 1205.92 FEET, WITH A CHORD BEARING OF NORTH 86° 58' 44" WEST, AND A CHORD DISTANCE OF 377.29 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 00' 00" FOR A DISTANCE OF 378.85 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 84° 01' 16" WEST FOR A DISTANCE OF 80.50 FEET; THENCE RUN SOUTH 05° 58' 44" EAST FOR A DISTANCE OF 18.93 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF SAID BLACKSTILL LAKE ROAD ACCORDING TO PLAT BOOK 66, PAGES 8 THROUGH 16 OF AFORESAID PUBLIC RECORDS ALSO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 2591.10 FEET, WITH A CHORD BEARING OF SOUTH 77° 00' 45" WEST, AND A CHORD DISTANCE OF 893.58 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 51' 31" FOR A DISTANCE OF 898.07 FEET TO THE POINT OF BEGINNING.

CONTAINS 28.22 ACRES MORE OR LESS.



VICINITY MAP (not to scale)



LEGEND:

CM CONCRETE MONUMENT

O.R. OFFICIAL RECORDS BOOK

PG(S). PAGE(S)

PB PLAT BOOK

PC POINT OF CURVATURE

PCC POINT OF COMPOUND CURVATURE

PRC POINT OF REVERSE CURVATURE

PT POINT OF TANGENCY

PI POINT OF INTERSECTION

D.E. DRAINAGE EASEMENT

U.E. UTILITY EASEMENT

▣ RECOVERED 4" X 4" CONCRETE AS SHOWN

■ SET 4" X 4" CONCRETE MONUMENT STAMPED PRM LB 6723, UNLESS OTHERWISE NOTED

W.E. WALL EASEMENT

NT NON-TANGENT

CCR# CERTIFIED CORNER RECORD

● SET NAIL AND DISK, STAMPED LB 6723 PERMANENT CONTROL POINT (PCP)

R/W RIGHT-OF-WAY

NR NON-RADIAL

LB LICENSED BUSINESS

PRM PERMANENT REFERENCE MONUMENT

RLS REGISTERED LICENSED SURVEYOR

R RADIUS

CB CHORD BEARING

C CHORD

Δ DELTA ANGLE

L ARC LENGTH

⌒ CENTERLINE

RAD RADIAL

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED BASED ON THE SOUTH RIGHT-OF-WAY LINE OF TIMBERVALE TRAIL, AS RECORDED IN PLAT BOOK 66, PAGES 31 THROUGH 36 OF THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA, AS BEING NORTH 54°31'55" EAST.

2. ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS OTHERWISE NOTED NON-RADIAL (NR).

3. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION AND DATA SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

4. TRACT OS-1 (OPEN SPACE/LANDSCAPE/DRAINAGE) SHALL BE OWNED AND MAINTAINED BY THE ESPLANADE AT HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC (THE ASSOCIATION).

5. TRACTS OS-2 AND OS-3 (OPEN SPACE/LANDSCAPE/UTILITY/DRAINAGE) SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.

6. LOT CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9), FLORIDA STATUTES AND THE CITY OF CLERMONT LAND DEVELOPMENT REGULATIONS.

7. A 5 FEET DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG THE SIDE AND REAR LOT LINES OF ALL LOTS UNLESS OTHERWISE NOTED, TO BE MAINTAINED BY THE ASSOCIATION.

8. A 5 FEET WALL EASEMENT SHOWN HEREON SHALL BE DEDICATED TO AND MAINTAINED BY THE ASSOCIATION.

9. TRACT BB CONSISTS OF ALL INTERNAL ROADWAYS SHOWN HEREON AND SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION FOR THE PURPOSE OF LANDSCAPING, DRAINAGE, UTILITIES AND ROAD RIGHTS-OF-WAY. IT IS SPECIFICALLY UNDERSTOOD THAT NO OBLIGATION IS IMPOSED UPON THE CITY OF CLERMONT, NOR SHALL ANY REQUEST EVER BE ENTERTAINED BY THE CITY TO MAINTAIN OR IMPROVE TRACT BB.

10. ACCORDING TO THE PROPERTY INFORMATION REPORT FOR THE FILING OF A SUBDIVISION PLAT IN LAKE COUNTY, FLORIDA, FILE NO.: 2037-4450121, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, THROUGH FEBRUARY 20, 2020 AT 8:00 A.M., THE LANDS SHOWN HEREON ARE SUBJECT TO THE FOLLOWING:

• LIFTSTATION EASEMENT AGREEMENT BETWEEN CENTER LAKE PROPERTIES, LLLP AND TAYLOR MORRISON OF FLORIDA, INC. RECORDED NOVEMBER 19, 2013 IN OFFICIAL RECORDS BOOK 4405, PAGE 1056, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

• DECLARATION OF RESTRICTIVE COVENANT AND EASEMENT AGREEMENT BETWEEN CENTER LAKE PROPERTIES, LLLP AND TAYLOR MORRISON OF FLORIDA, INC. RECORDED NOVEMBER 19, 2013 IN OFFICIAL RECORDS BOOK 4405, PAGE 1036, FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANT AND EASEMENT AGREEMENT RECORDED OCTOBER 25, 2017 IN OFFICIAL RECORDS BOOK 5017, PAGE 1836, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

• INFRASTRUCTURE EASEMENT AGREEMENT BETWEEN CENTER LAKE PROPERTIES, LLLP AND TAYLOR MORRISON OF FLORIDA, INC. RECORDED NOVEMBER 19, 2013 IN OFFICIAL RECORDS BOOK 4405, PAGE 1019, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

• PROVISIONS CONTAINED ON THE PLAT OF HIGHLAND RANCH ESPLANADE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 66, PAGE 31, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

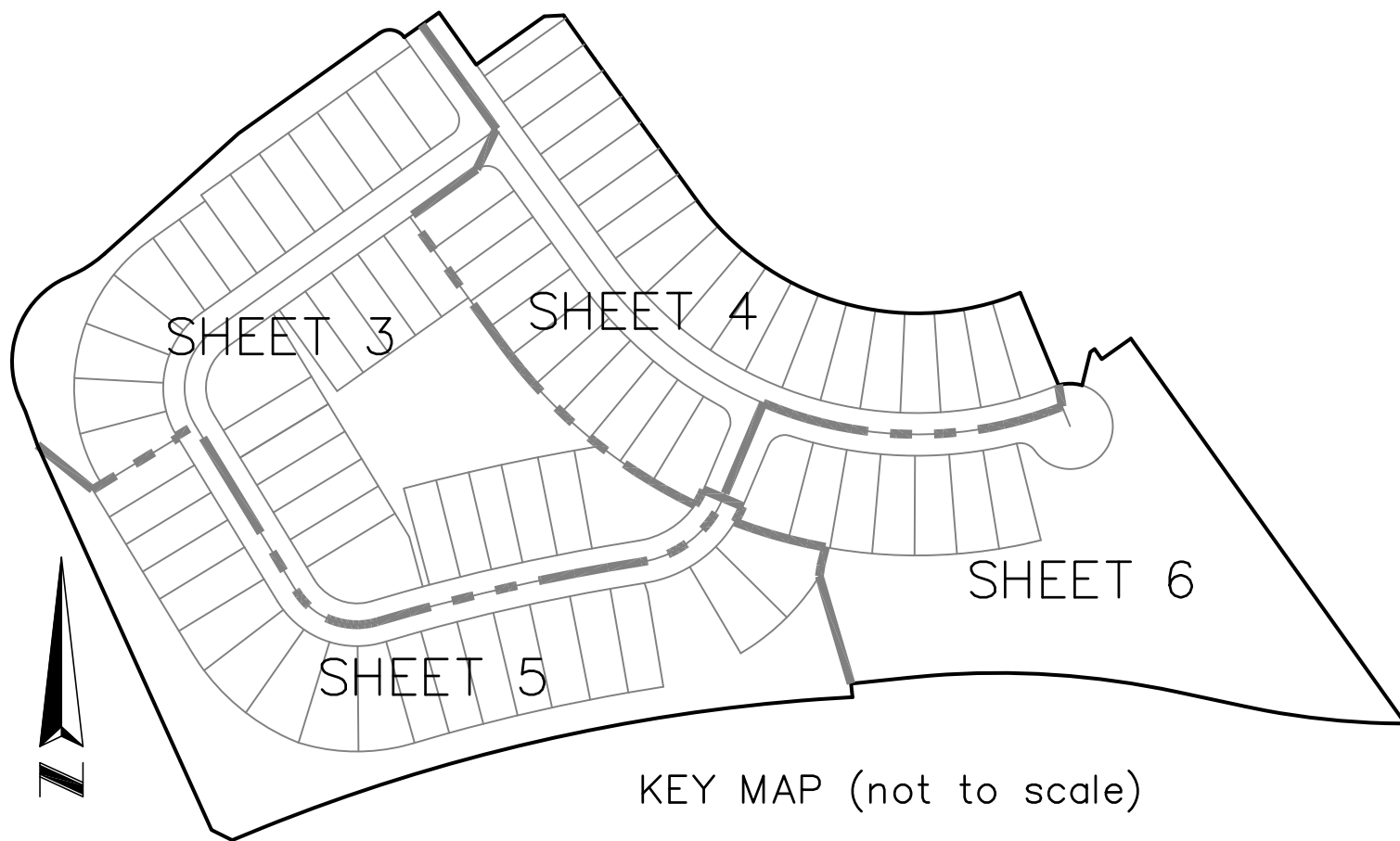
• DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ESPLANADE AT HIGHLAND RANCH RECORDED FEBRUARY 24, 2015 IN OFFICIAL RECORDS BOOK 4588, PAGE 2236, FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ESPLANADE AT HIGHLAND RANCH RECORDED MARCH 23, 2015 IN OFFICIAL RECORDS BOOK 4600, PAGE 1690, SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ESPLANADE AT HIGHLAND RANCH RECORDED OCTOBER 27, 2015 IN OFFICIAL RECORDS BOOK 4698, PAGE 1495, THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ESPLANADE AT HIGHLAND RANCH RECORDED MAY 11, 2016 IN OFFICIAL RECORDS BOOK 4777, PAGE 1536, FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ESPLANADE AT HIGHLAND RANCH RECORDED SEPTEMBER 14, 2016 IN OFFICIAL RECORDS BOOK 4834, PAGE 1851, FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ESPLANADE AT HIGHLAND RANCH RECORDED DECEMBER 11, 2018 IN OFFICIAL RECORDS BOOK 5209, PAGE 729, AND SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ESPLANADE AT HIGHLAND RANCH RECORDED MAY 3, 2019 IN OFFICIAL RECORDS BOOK 5273, PAGE 2091, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

• DEVELOPER'S AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CENTER LAKE PROPERTIES, LTD., A FLORIDA LIMITED PARTNERSHIP; RELATING TO BLACKSTILL LAKE ROAD AND OTHER ADJOINING PROPERTIES RECORDED MARCH 15, 2002 IN OFFICIAL RECORDS BOOK 2085, PAGE 170, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

• CITY OF CLERMONT MISCELLANEOUS ORDINANCE NO. 559-M UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES, RECORDED JULY 6, 2006 IN OFFICIAL RECORDS BOOK 3203, PAGE 1411; RECORDED AUGUST 22, 2006 IN OFFICIAL RECORDS BOOK 3241, PAGE 2436; AND RECORDED JANUARY 18, 2007 IN OFFICIAL RECORDS BOOK 3350, PAGE 1572, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

• SHORT FORM CONDITIONAL USE PERMIT RECORDED OCTOBER 23, 2013 IN OFFICIAL RECORDS BOOK 4394, PAGE 2434, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

• GENERAL ASSIGNMENT OF ENTITLEMENTS BETWEEN CENTER LAKE PROPERTIES, LLLP AND TAYLOR MORRISON OF FLORIDA, INC. RECORDED NOVEMBER 19, 2013 IN OFFICIAL RECORDS BOOK 4405, PAGE 1071, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



KEY MAP (not to scale)

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT THE FOREGOING PLAT WAS FILED FOR RECORD ON _____

AS FILE NO. _____

CLERK OF THE CIRCUIT COURT IN AND FOR LAKE COUNTY, FLORIDA

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, that I the undersigned, being a licensed surveyor and mapper, do hereby certify that on _____ I completed the survey of

the lands as shown in the foregoing plat: that said plat is a true and correct representation of the lands surveyed and platted and was prepared under my direction and supervision; that permanent reference monuments have been placed as shown thereon; and this plat complies with all the survey requirements of Chapter 177, Florida Statutes; and that said land is located in City of Clermont, Lake County, Florida.

By: _____ Date: _____
James L. Rickman P.S.M. # 5633

Allen & Company

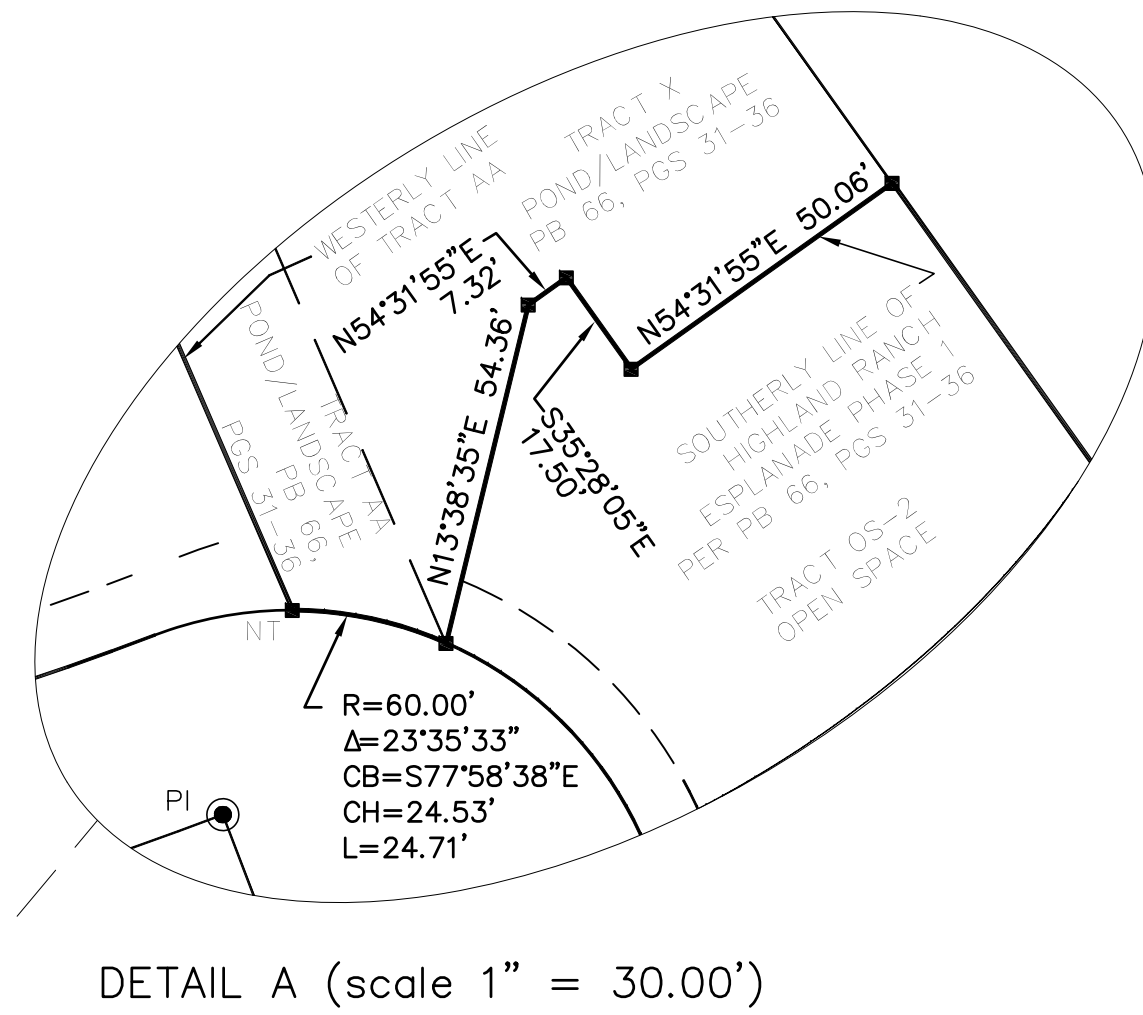
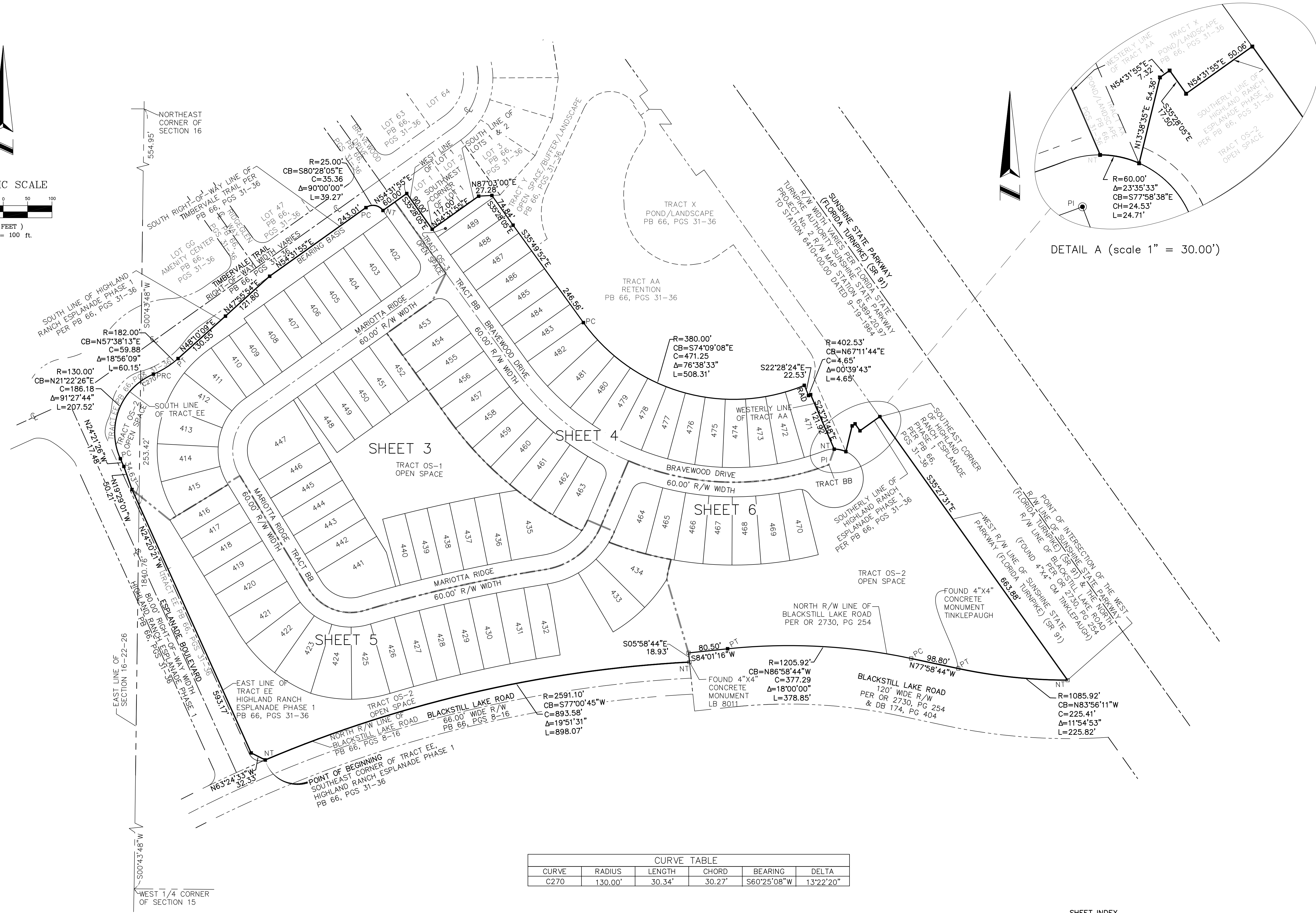
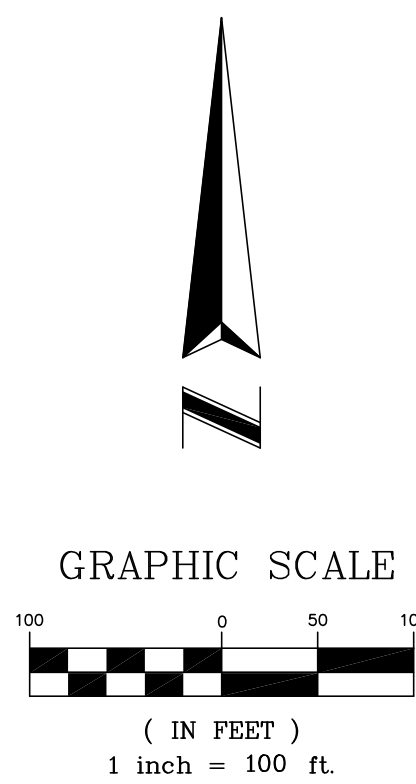
Licensed Business # 6723

16 East Plant Street

Winter Garden, Florida 34787

HIGHLAND RANCH ESPLANADE PHASE 4

A REPLAT OF PORTIONS OF TRACT AA AND TRACT Y, HIGHLAND RANCH ESPLANADE PHASE 1, AS RECORDED IN PLAT BOOK 66, PAGES 31 THROUGH 36 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND PORTIONS OF UNPLATTED LANDS LYING IN SECTIONS 15 AND 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C270	130.00'	30.34'	30.27'	S60°25'08"W	13°22'20"

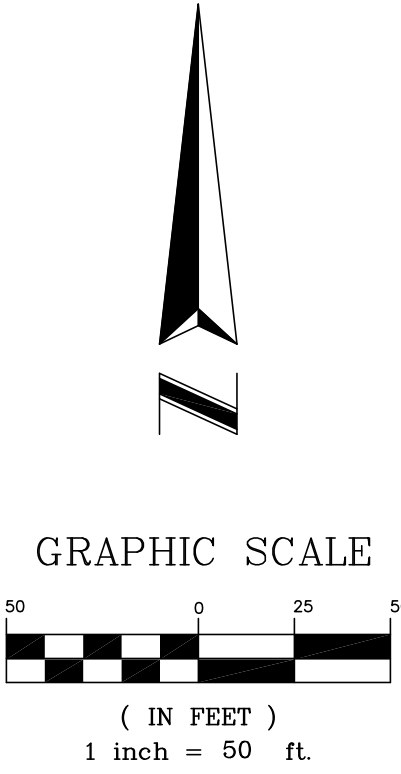
SHEET INDEX
SHEET 1 OF 6 – LEGAL DESCRIPTION, DEDICATION, LEGEND & NOTES
SHEET 2 – 6 OF 6 – BOUNDARY INFORMATION, CENTERLINE, TRACT & LOT GEOMETRY

ALLEN & COMPANY
Professional Surveyors & Mappers

16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355

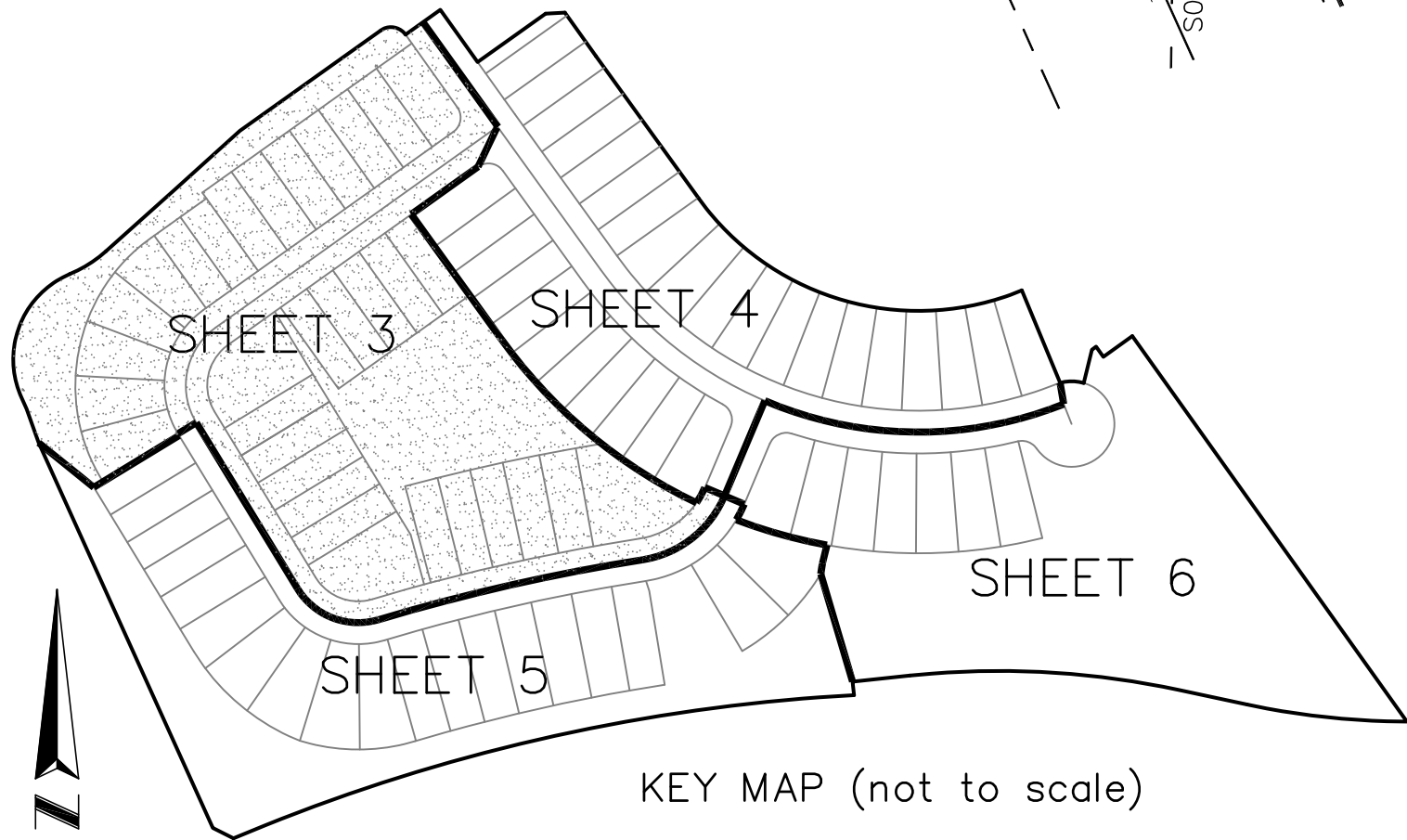
HIGHLAND RANCH ESPLANADE PHASE 4

A REPLAT OF PORTIONS OF TRACT AA AND TRACT Y, HIGHLAND RANCH ESPLANADE PHASE 1, AS RECORDED IN PLAT BOOK 66, PAGES 31 THROUGH 36 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND PORTIONS OF UNPLATTED LANDS LYING IN SECTIONS 15 AND 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.



CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	BEARING
C100	100.00'	149.91'	136.27'	S11°35'04"W
C104	150.00'	152.26'	145.81'	N52°01'21"E
C105	2811.10'	380.10'	379.81'	S77°13'44"W
C106	100.00'	131.39'	122.14'	S69°00'14"E
C115	130.00'	194.89'	177.14'	S11°35'04"W
C116	25.00'	39.27'	35.36'	N09°31'55"E
C120	120.00'	121.81'	116.65'	N52°01'21"E
C121	2841.10'	384.16'	383.86'	S77°13'44"W
C122	70.00'	91.97'	85.50'	S69°00'14"E
C123	70.00'	104.94'	95.39'	S11°35'04"W
C206	130.00'	37.88'	37.75'	S23°00'55"E
C207	130.00'	40.25'	40.09'	S05°47'51"E
C208	130.00'	40.25'	40.09'	S11°56'36"W
C209	130.00'	40.25'	40.09'	S29°41'02"W
C210	130.00'	36.25'	36.13'	S46°32'35"W
C211	255.00'	385.15'	349.57'	S11°15'43"W
C212	255.00'	77.17'	76.88'	S23°20'16"E
C213	255.00'	78.96'	78.64'	S03°47'51"E
C214	255.00'	78.96'	78.64'	S11°56'36"W
C215	255.00'	78.96'	78.64'	S29°41'02"W
C216	255.00'	71.11'	70.88'	S46°32'35"W
C231	720.00'	201.42'	200.76'	S43°50'42"E
C232	720.00'	157.36'	157.05'	S58°07'13"E
C233	2981.17'	281.93'	281.83'	S77°46'45"W
C234	2981.17'	46.97'	46.97'	S75°31'16"W
C235	2981.17'	46.97'	46.97'	S76°25'26"W
C236	2981.17'	46.97'	46.97'	S77°19'36"W
C237	2981.17'	52.22'	52.22'	S78°16'47"W
C238	2981.17'	52.22'	52.22'	S79°17'00"W
C239	2981.17'	36.59'	36.59'	S80°08'12"W
C240	2841.10'	65.32'	65.32'	S80°26'38"W
C241	2841.10'	49.76'	49.76'	S79°17'00"W
C242	2841.10'	49.76'	49.76'	S78°16'47"W
C243	2841.10'	44.76'	44.76'	S77°19'36"W
C244	2841.10'	44.76'	44.76'	S76°25'26"W
C245	2841.10'	44.76'	44.76'	S75°31'16"W
C246	2841.10'	9.75'	9.75'	S74°58'17"W
C247	2841.10'	75.27'	75.26'	S74°06'51"W
C248	120.00'	24.53'	24.49'	N28°47'55"E
C249	120.00'	97.29'	94.65'	N57°52'34"E
C250	291.00'	118.93'	118.11'	S22°52'17"W
C251	281.00'	34.50'	34.48'	S07°38'43"W
C252	271.00'	238.57'	230.95'	S29°19'24"W
C253	182.00'	24.00'	23.98'	N63°19'42"E
C254	182.00'	36.16'	36.10'	N53°51'36"E

LINE TABLE		
LINE	LENGTH	BEARING
L104	10.00'	S78°50'13"E
L105	10.00'	S85°12'32"E
L106	10.00'	S36°44'47"E
L107	10.00'	S36°02'09"E
L133	61.10'	S25°42'12"W
L134	2.41'	N08°50'55"E
L135	4.70'	N08°50'55"E
L138	30.00'	N58°38'14"E
L140	30.00'	S67°03'26"E



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HIGHLAND RANCH ESPLANADE PHASE 4

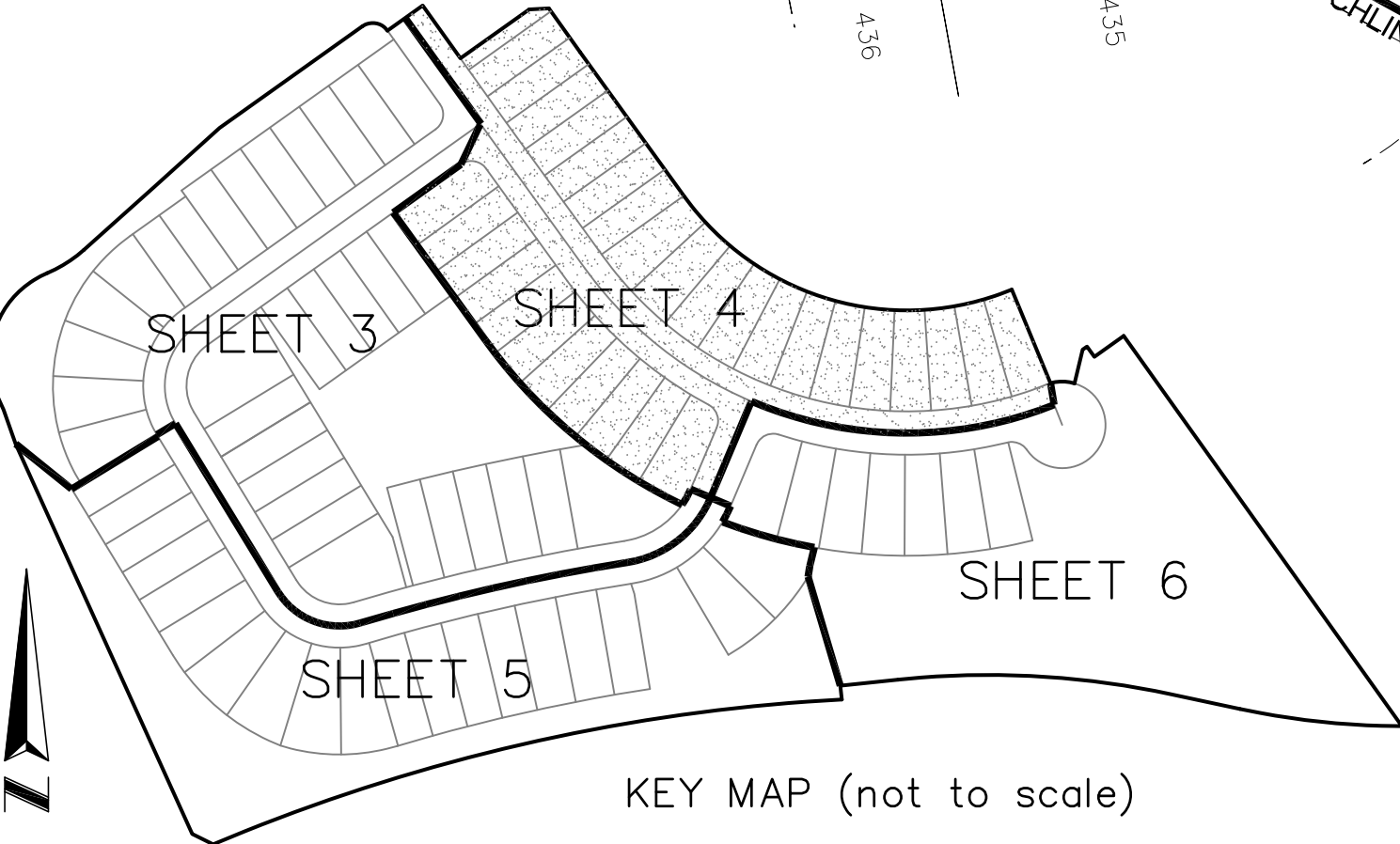
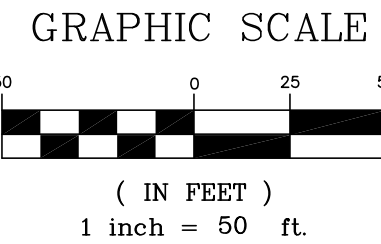
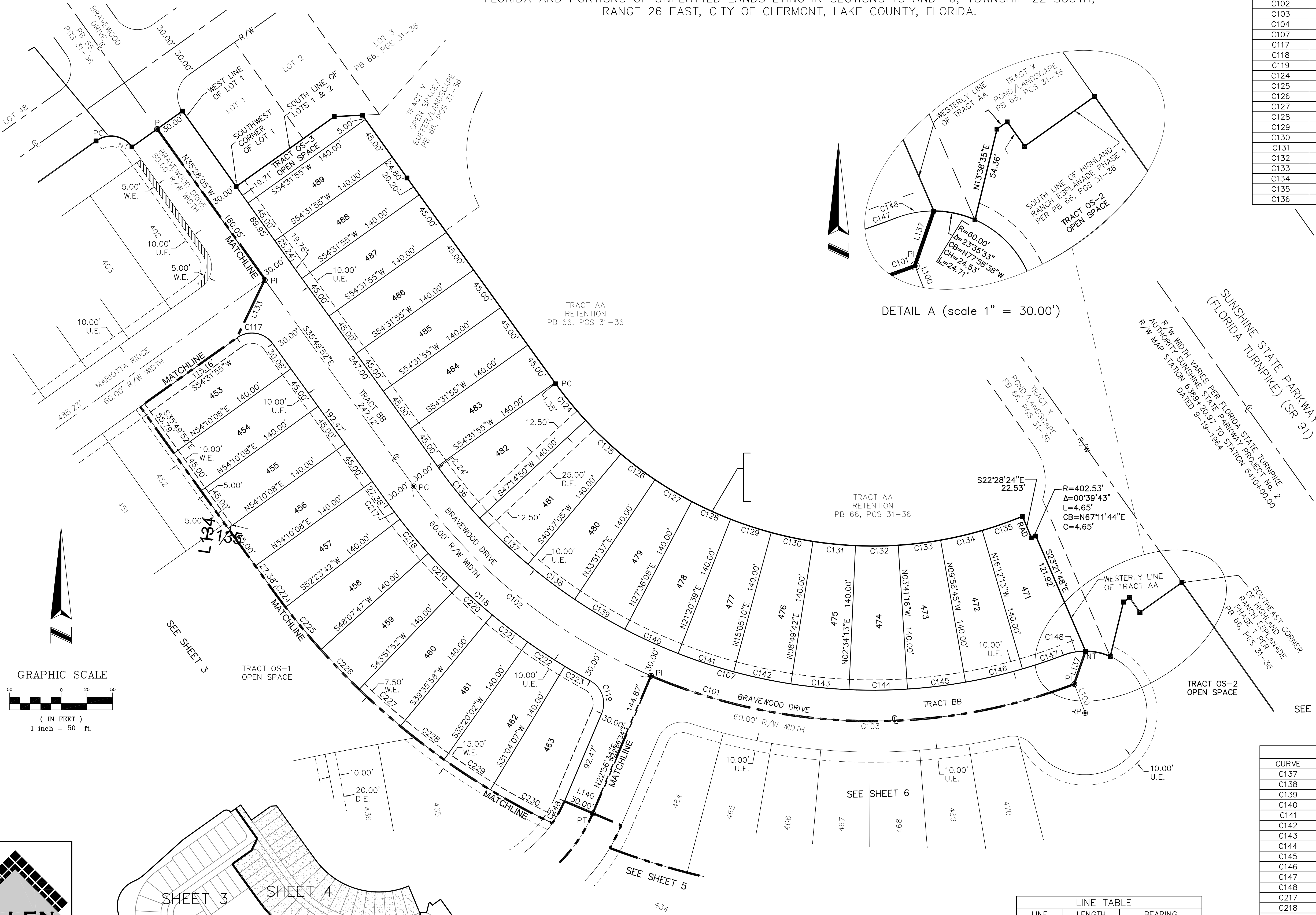
SHEET 4 OF 6

PLAT BOOK ____ PAGE ____

A REPLAT OF PORTIONS OF TRACT AA AND TRACT Y, HIGHLAND RANCH ESPLANADE PHASE 1, AS RECORDED IN PLAT BOOK 66, PAGES 31 THROUGH 36 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND PORTIONS OF UNPLATTED LANDS LYING IN SECTIONS 15 AND 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C101	550.00'	719.96'	669.65'	S73°19'54"E	75°00'05"
C102	550.00'	298.53'	294.88'	S51°22'50"E	31°05'56"
C103	550.00'	421.43'	411.20'	S88°52'52"E	43°54'09"
C104	150.00'	152.26'	145.81'	N52°01'21"E	58°09'35"
C107	520.00'	680.69'	633.12'	S73°19'54"E	75°00'05"
C117	25.00'	39.11'	35.24'	N80°38'58"W	89°38'14"
C118	580.00'	262.23'	260.00'	S48°46'59"W	25°54'15"
C119	25.00'	36.95'	33.68'	N19°23'46"W	84°40'41"
C124	380.00'	45.94'	45.91'	S39°17'39"E	06°55'35"
C125	380.00'	47.29'	47.26'	S46°19'22"E	07°07'50"
C126	380.00'	41.51'	41.49'	S53°01'03"E	06°15'33"
C127	380.00'	41.51'	41.49'	S59°16'36"E	06°15'33"
C128	380.00'	41.51'	41.49'	S65°32'08"E	06°15'32"
C129	380.00'	41.51'	41.49'	S71°47'40"E	06°15'32"
C130	380.00'	41.51'	41.49'	S78°03'12"E	06°15'31"
C131	380.00'	41.51'	41.49'	S84°18'43"E	06°15'31"
C132	380.00'	41.51'	41.49'	N89°25'46"E	06°15'30"
C133	380.00'	41.51'	41.49'	N83°10'16"E	06°15'30"
C134	380.00'	41.51'	41.49'	N76°54'47"E	06°15'29"
C135	380.00'	41.50'	41.48'	N70°39'19"E	06°15'26"
C136	520.00'	62.85'	62.81'	S39°17'37"E	06°55'31"

DETAIL A (scale 1" = 30.00')



LINE TABLE		
LINE	LENGTH	BEARING
L100	30.00'	S20°49'56"E
L133	61.10'	S25°42'12"W
L137	33.81'	N19°01'31"E
L140	30.00'	S67°03'26"E

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CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C137	520.00'	64.71'	64.67'	S46°19'16"E	07°07'49"
C138	520.00'	56.80'	56.78'	S53°00'57"E	06°15'32"
C139	520.00'	56.80'	56.77'	S59°16'28"E	06°15'32"
C140	520.00'	56.80'	56.77'	S65°32'00"E	06°15'31"
C141	520.00'	56.80'	56.77'	S71°47'31"E	06°15'31"
C142	520.00'	56.80'	56.77'	S78°03'02"E	06°15'31"
C143	520.00'	56.80'	56.77'	S84°18'32"E	06°15'30"
C144	520.00'	56.80'	56.77'	N89°25'58"E	06°15'30"
C145	520.00'	56.80'	56.77'	N83°10'28"E	06°15'30"
C146	520.00'	56.80'	56.77'	N76°54'59"E	06°15'29"
C147	520.00'	41.93'	41.91'	N71°28'39"E	04°37'10"
C148	60.00'	22.05'	21.93'	S79°41'50"W	21°03'32"
C217	580.00'	17.98'	17.98'	S36°43'08"E	01°46'34"
C218	580.00'	43.18'	43.17'	S39°44'23"E	04°15'55"
C219	580.00'	43.18'	43.17'	S44°00'18"E	04°15'55"
C220	580.00'	43.17'	43.16'	S48°16'13"E	04°15'54"
C221	580.00'	43.18'	43.17'	S52°32'07"E	04°15'55"
C222	580.00'	43.18'	43.17'	S56°48'02"E	04°15'55"
C223	580.00'	28.36'	28.36'	S60°20'03"E	02°48'07"
C224	720.00'	22.31'	22.31'	S36°43'08"E	01°46'32"
C225	720.00'	53.60'	53.59'	S39°44'22"E	04°15'55"
C226	720.00'	53.60'	53.59'	S44°00'17"E	04°15'55"
C227	720.00'	53.60'	53.58'	S48°16'11"E	04°15'54"
C228	720.00'	53.60'	53.59'	S52°32'06"E	04°15'55"
C229	720.00'	53.60'	53.59'	S56°48'01"E	04°15'55"
C230	720.00'	68.47'	68.44'	S61°39'26"E	05°26'55"
C248	120.00'	24.52'	24.48'	N26°47'46"E	11°42'24"

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CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C104	150.00'	152.26'	145.81'	N52°01'21"E	58°09'35"
C105	2811.10'	380.10'	379.81'	S77°13'44"W	7°44'50"
C106	100.00'	131.39'	122.14'	S69°00'14"E	75°16'55"
C112	180.00'	182.71'	174.97'	N52°01'21"E	58°09'35"
C113	2781.10'	376.04'	375.76'	S77°13'44"W	7°44'50"
C114	130.00'	170.81'	158.78'	S69°00'14"E	75°16'55"
C169	720.00'	132.13'	131.95'	S74°28'45"E	10°30'53"
C170	320.68'	156.03'	154.50'	N45°32'53"E	27°52'43"
C171	320.68'	82.28'	82.06'	N52°08'12"E	14°42'06"
C172	320.68'	73.75'	73.59'	N38°11'50"E	13°10'38"
C173	180.00'	24.70'	24.68'	N26°52'24"E	07°51'41"
C174	180.00'	43.92'	43.82'	N37°47'42"E	13°58'54"
C175	180.00'	46.19'	46.06'	N52°08'12"E	14°42'06"
C176	180.00'	67.91'	67.50'	N70°17'42"E	21°36'54"
C177	2781.10'	48.88'	48.88'	S80°35'56"W	1°00'25"
C178	2781.10'	57.51'	57.51'	S79°30'11"W	1°11'05"
C179	2781.10'	57.59'	57.59'	S78°19'03"W	1°11'11"
C180	2781.10'	52.39'	52.39'	S77°11'04"W	1°04'46"
C181	2781.10'	52.45'	52.45'	S76°06'16"W	1°04'50"
C182	2781.10'	52.39'	52.39'	S75°01'29"W	1°04'46"
C183	2781.10'	50.85'	50.85'	S73°57'40"W	1°02'52"
C184	2781.10'	3.98'	3.98'	S73°23'46"W	0°04'55"
C185	130.00'	36.70'	36.58'	N81°26'38"E	16°10'38"
C186	130.00'	40.13'	39.97'	S81°37'27"E	17°41'14"
C187	130.00'	40.13'	39.97'	S63°56'13"E	17°41'14"
C188	130.00'	40.11'	39.95'	S46°15'14"E	17°40'43"
C189	130.00'	13.73'	13.72'	S34°23'19"E	6°03'06"
C190	2633.10'	49.81'	49.81'	S80°38'15"W	1°05'02"

LINE TABLE		
LINE	LENGTH	BEARING
L101	26.70'	S13°43'57"W
L102	14.83'	S08°54'55"W
L103	14.66'	S18°14'44"E
L127	55.76'	N73°43'18"E
L136	30.00'	S67°03'26"E
L138	30.00'	N58°38'14"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C191	2633.10'	54.45'	54.45'	S79°30'11"W	01°11'05"
C192	2633.10'	54.53'	54.53'	S78°19'03"W	01°11'11"
C193	2633.10'	49.60'	49.60'	S77°11'04"W	01°04'46"
C194	2633.10'	49.66'	49.65'	S76°06'16"W	01°04'50"
C195	2633.10'	49.60'	49.60'	S75°01'29"W	01°04'46"
C196	2633.10'	50.51'	50.51'	S73°56'07"W	01°05'57"
C197	2633.10'	1.41'	1.41'	S73°22'14"W	00°01'50"
C198	2633.10'	359.57'	359.29'	S77°16'02"W	07°49'27"
C199	278.00'	163.90'	161.53'	S89°45'18"E	33°46'46"
C200	278.00'	78.49'	78.23'	N81°26'38"E	16°10'38"
C201	278.00'	85.41'	85.07'	S81°39'59"E	17°36'08"
C202	308.75'	197.67'	194.31'	S49°54'27"E	36°40'54"
C203	308.75'	85.48'	85.21'	S60°19'01"E	15°51'47"
C204	308.75'	83.66'	83.41'	S44°37'20"E	15°31'34"
C205	308.75'	28.52'	28.51'	S34°12'47"E	05°17'33"

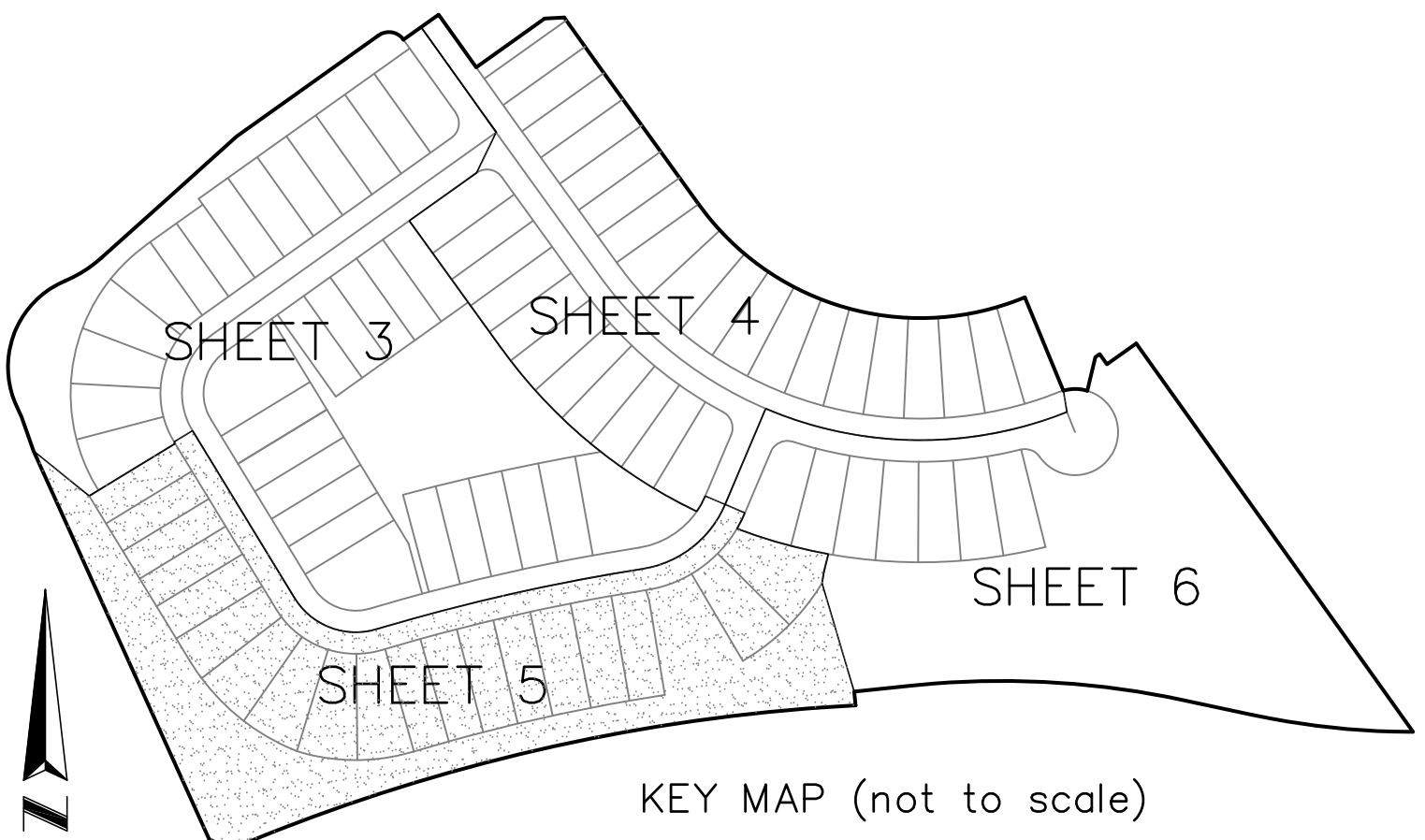
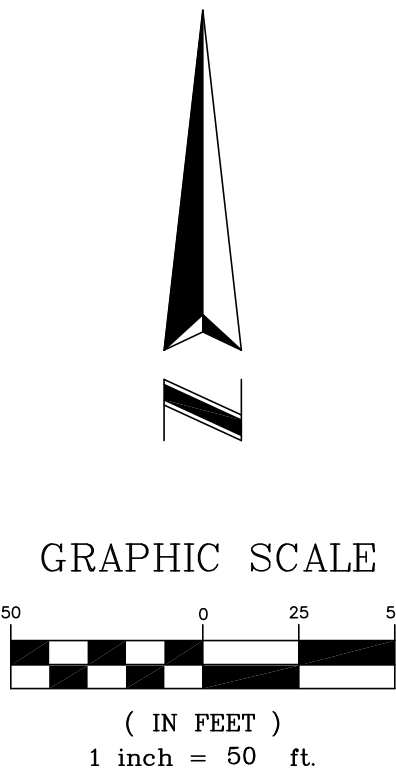


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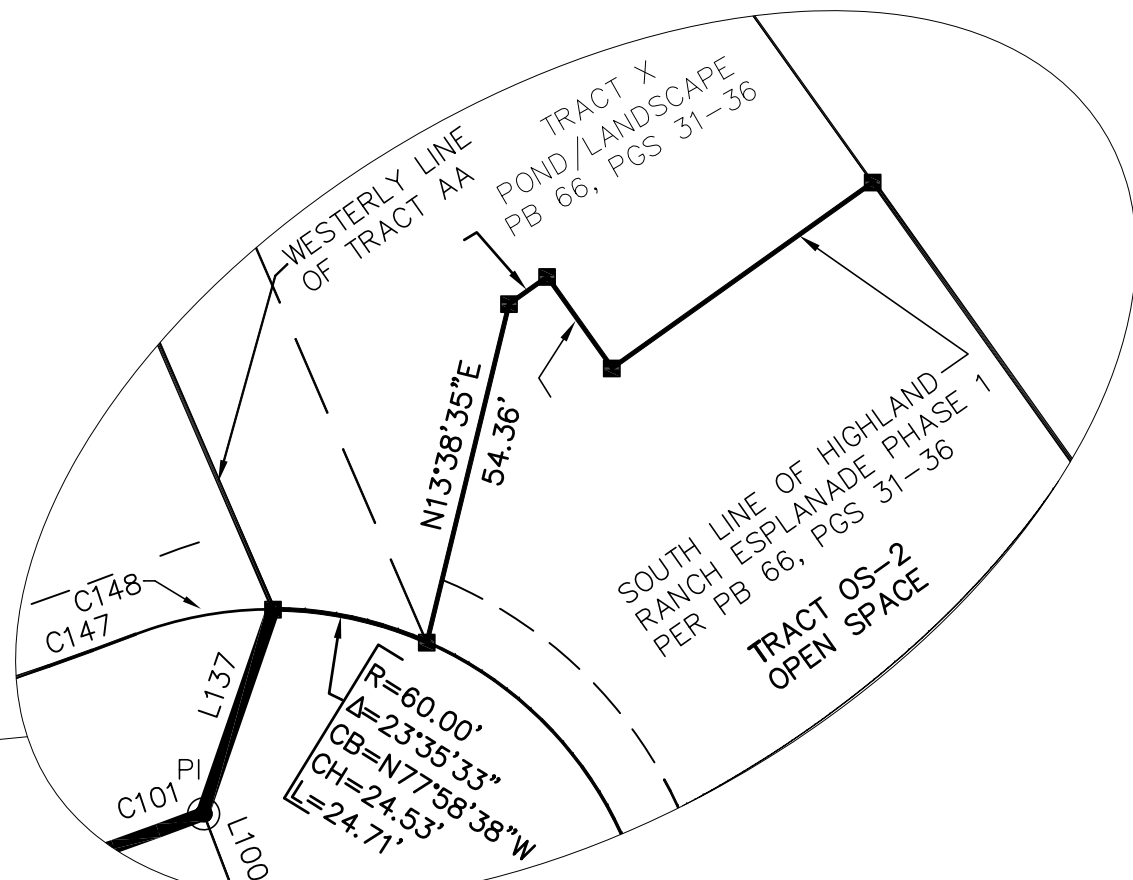


HIGHLAND RANCH ESPLANADE PHASE 4

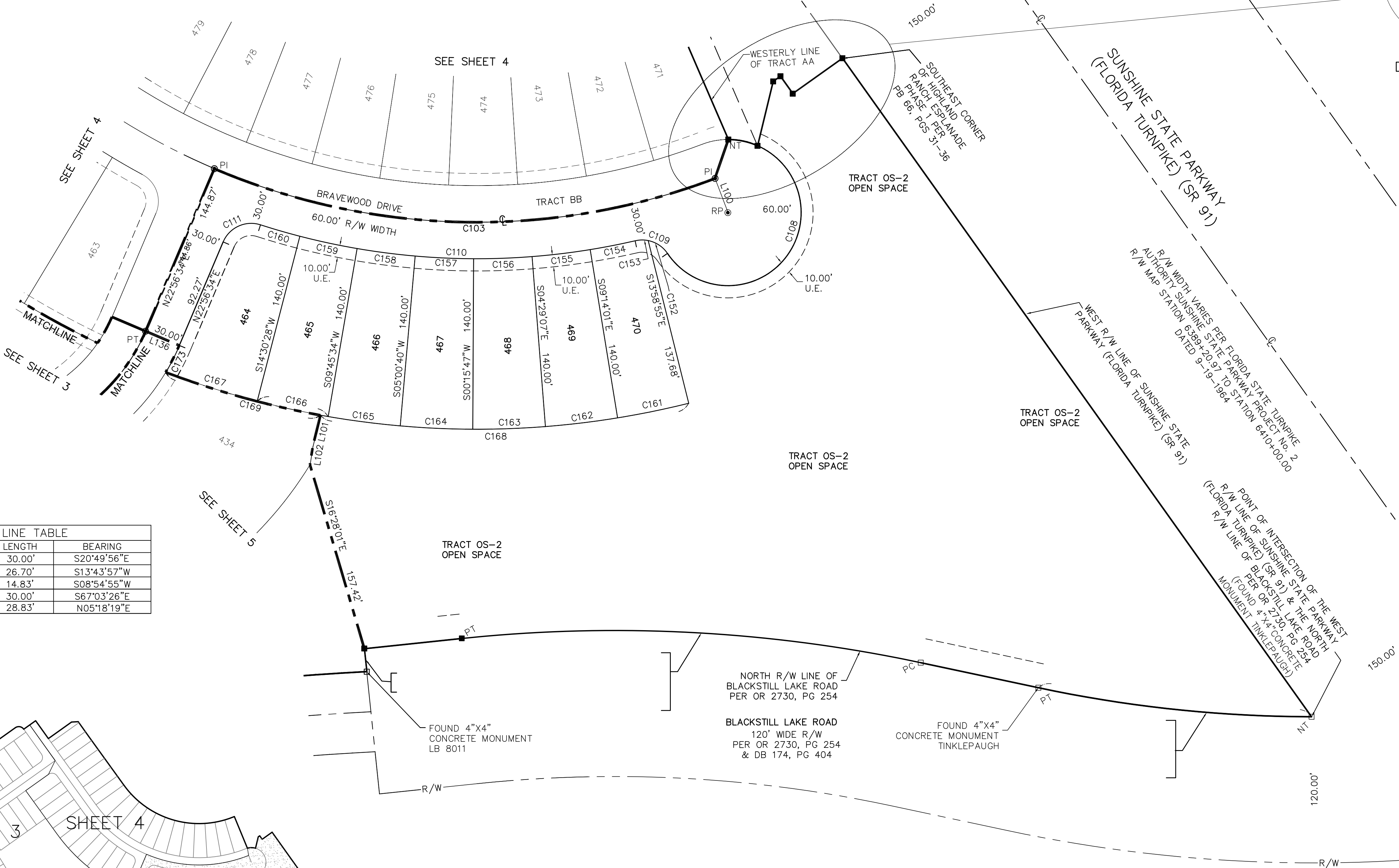
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CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C101	550.00'	719.96'	669.65'	S73°19'54"E	75°00'05"
C103	550.00'	421.43'	411.20'	S88°52'52"E	43°54'09"
C108	60.00'	222.23'	115.29'	N39°55'40"E	212°13'03"
C109	25.00'	30.11'	28.32'	N68°27'57"W	69°00'17"
C110	580.00'	311.80'	308.06'	S87°34'04"E	30°48'05"
C111	25.00'	37.04'	33.74'	S65°23'16"W	84°53'24"
C148	60.00'	22.05'	21.93'	S79°41'50"W	21°03'32"
C152	25.00'	19.48'	18.99'	N56°17'20"W	44°39'03"
C153	25.00'	10.63'	10.55'	S89°12'31"W	24°21'15"
C154	580.00'	37.80'	37.79'	N78°53'55"E	03°44'01"
C155	580.00'	48.07'	48.05'	N83°08'22"E	04°44'53"
C156	580.00'	48.07'	48.05'	N87°53'15"E	04°44'53"
C157	580.00'	48.07'	48.05'	S87°21'51"E	04°44'53"

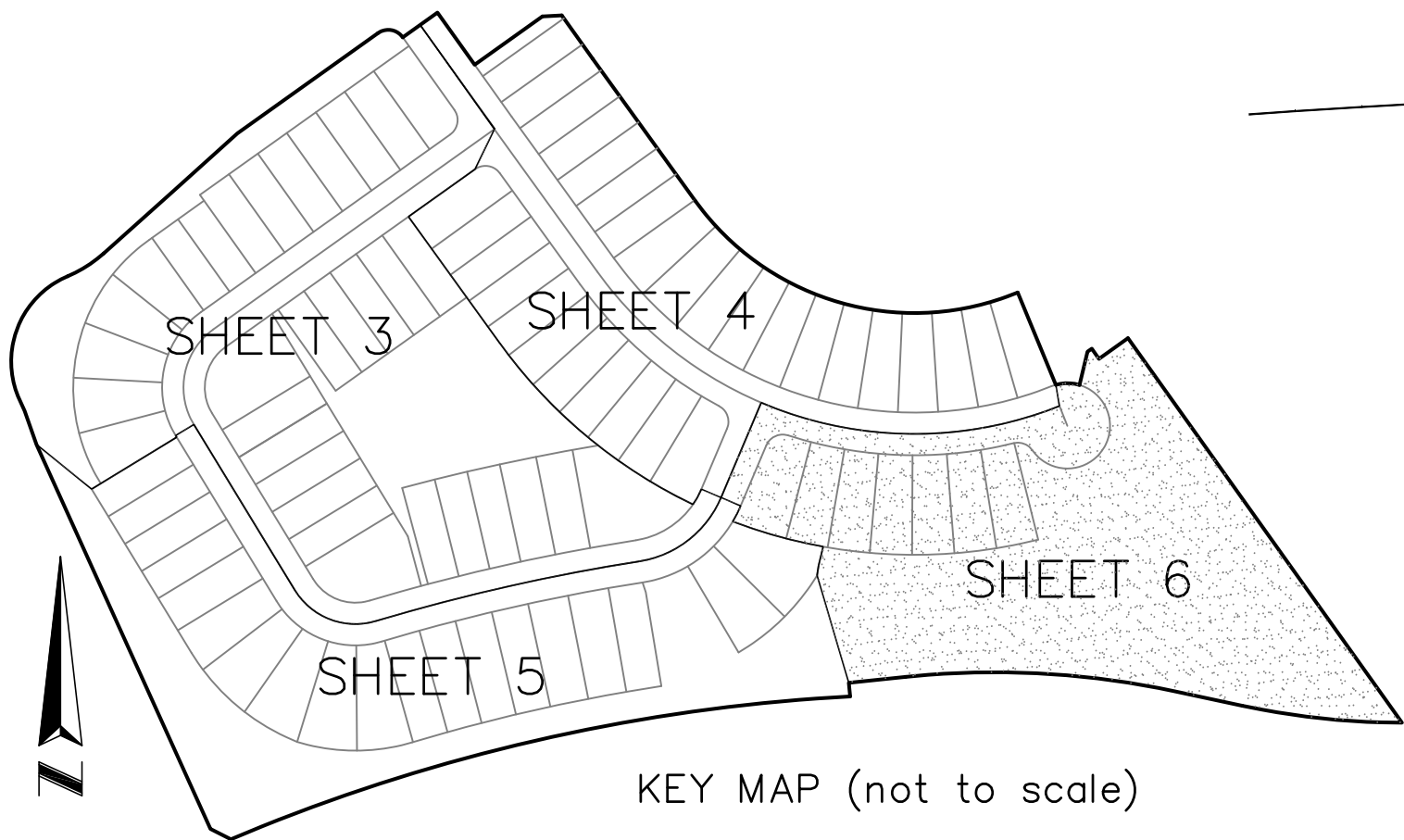
CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C158	580.00'	48.07'	48.05'	S82°36'58"E	04°44'53"
C159	580.00'	48.07'	48.05'	S77°52'04"E	04°44'53"
C160	580.00'	33.68'	33.67'	S73°49'49"E	03°19'36"
C161	720.00'	59.67'	59.65'	N78°23'29"E	04°44'53"
C162	720.00'	59.67'	59.65'	N83°08'23"E	04°44'53"
C163	720.00'	59.67'	59.65'	N87°53'16"E	04°44'53"
C164	720.00'	59.67'	59.65'	S87°21'50"E	04°44'53"
C165	720.00'	59.67'	59.65'	S82°36'57"E	04°44'53"
C166	720.00'	59.67'	59.65'	S77°52'03"E	04°44'54"
C167	720.00'	78.81'	78.77'	S72°21'27"E	06°16'18"
C168	720.00'	304.69'	302.42'	N88°08'26"E	24°14'46"
C169	720.00'	132.13'	131.95'	S74°28'45"E	10°30'53"
C173	180.00'	24.70'	24.68'	N26°52'24"E	07°51'41"



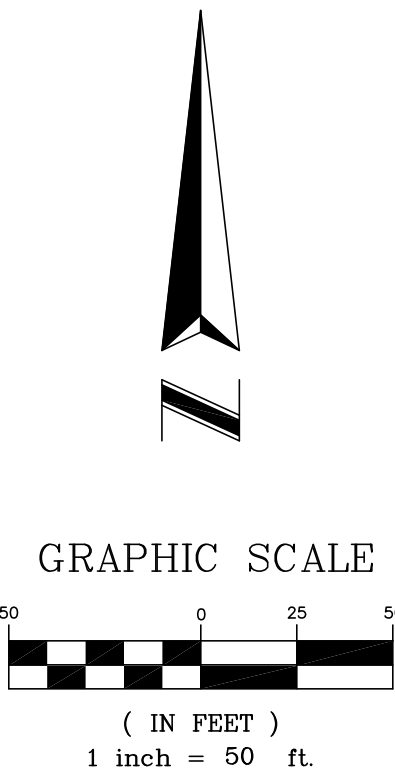
DETAIL A (scale 1" = 30.00')



LINE TABLE		
LINE	LENGTH	BEARING
L100	30.00'	S20°49'56"E
L101	26.70'	S13°43'57"W
L102	14.83'	S08°54'55"W
L136	30.00'	S67°03'26"E
L137	28.83'	N05°18'19"E



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CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, May 26, 2020		
Agenda Item Name		
School Resource Officer Agreement		
Requested Action		
Staff Report		
Consider request for agreement between the School Board of Lake County and the School Resource Officer Program. Agreement beginning the 12th day of August 2019 through the last day of school in 2022.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Clermont SRO Agreement 20-21	Clermont SRO Agreement 20-21.pdf	

**AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA,
AND THE CITY OF CLERMONT, FOR
SCHOOL RESOURCE OFFICER PROGRAM [2020-2021]**

This **AGREEMENT** is entered into by and between the **City of Clermont**, a Florida municipal corporation, hereinafter referred to as “LAW ENFORCEMENT AGENCY” and the **School Board of Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as “SCHOOL BOARD”.

WITNESSETH:

WHEREAS, the SCHOOL BOARD is seeking three (3) School Resource Officers (SROs) to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the LAW ENFORCEMENT AGENCY is willing to place three (3) **City of Clermont** Police Officers at **Clermont Elementary (1), Cypress Ridge Elementary (1) and Lost Lake Elementary (1)** for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide three (3) sworn **City of Clermont** Police Officers who are certified pursuant to Section 943.10(1) *Florida Statutes* to the SCHOOL BOARD to act as SROs at the three (3) designated schools under the terms and conditions of this Agreement.

1. Term of Agreement. The term of this Agreement shall be for the next school year, beginning the 10th day of August 2020 through the last day of school for students in May 2021.

2. Compensation. The SCHOOL BOARD will pay the **City of Clermont** the sum of Two Hundred Forty-Two Thousand, Seven Hundred Fourteen (\$242,714.00) Dollars for services of the three (3) SROs provided pursuant to the terms of this Agreement. Such compensation shall be invoiced to the SCHOOL BOARD by the LAW ENFORCEMENT AGENCY in equal quarterly installments (September, November, February and May) commencing on the 1st day of September 2020. Invoices shall be paid by the SCHOOL BOARD

within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the LAW ENFORCEMENT AGENCY agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

3. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO for three (3) designated schools. The SROs shall interact with students and provide security at the three (3) designated schools. In addition, the SROs shall have the duties and responsibilities listed in Exhibit “A” attached hereto.

4. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes* regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the SCHOOL BOARD, it’s officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY’s failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes*. Any claim against the LAW ENFORCEMENT AGENCY by the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

5. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SROs will be assigned under this Agreement and will also determine the particular school

to which the SRO will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SROs to the school principals of the three (3) designated schools. In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO in writing. If the situation is not corrected within three (3) working days, the principal shall contact the SRO's immediate supervisor and the Superintendent's designee in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of both the SRO's immediate supervisor and the Superintendent's designee within ten (10) days, or if, during the same contract period, the principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the Superintendent and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate action.

6. Dismissal/Replacement/Absence.

The LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO as soon as practical.

7. Leaves/Coverage.

The Chief of Police or another designated scheduling officer will approve vacations, sick leaves, and other leaves of absence for the SRO. The SRO will communicate approved vacation, sick leaves, trainings or any other leave that impacts SRO presence in schools with the SCHOOL BOARD'S Safety and Security Specialist.

LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence or due to other related assignments.

8. Hours of Assignment. The SROs will be stationed at the three (3) designated schools for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school principal and as approved by the LAW ENFORCEMENT AGENCY.

9. Additional Hours of Assignment. Additional hours of assignment during a two-week period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school principal. If the additional hours worked require that overtime be paid to the SROs, the SCHOOL BOARD will reimburse the LAW ENFORCEMENT AGENCY for overtime paid at the SRO's existing pay rate.

10. Off Campus Assignments. Upon the request of the respective school principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

11. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the three (3) designated schools to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

12. Supervising Authority. During the term of this Agreement, the SROs assigned shall remain employees of the LAW ENFORCEMENT, under the authority of the chain of command of the LAW ENFORCEMENT AGENCY and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY. The SROs will report to their respective school principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers

Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

13. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

14. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

15. Threats to School Safety.

A. Pursuant to Section 1006.13(4), *Florida Statutes*, any acts that pose a threat to school safety, whether committed by a student or adult, shall be reported to the School Principal, or his or her designee, who shall report the acts to the SRO and the School Board's School Safety Specialist.

B. If requested by the School Principal, or his or her designee, the SRO, or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety; upon conclusion of the investigation, the SRO shall report the findings of the investigation to the School Board's School Safety Specialist to properly document the disposition of the incident. Additionally, the School Principal, or his or her designee, shall consult with SRO concerning appropriate delinquent acts and crimes.

16. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD:

Superintendent of
Schools School Board of
Lake County 201 West
Burleigh Boulevard
Tavares, FL 32778

LAW ENFORCEMENT
AGENCY:

Chief of Police
City of Clermont Police
Department 3600 U.S. 27
Clermont, FL 34711

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

17. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

“SCHOOL BOARD”

**THE SCHOOL BOARD OF LAKE
COUNTY, FLORIDA**

By: _____
Kristi Burns, Chairperson

Date: _____

Approved as to form:

Attest: _____
Diane S. Kornegay,
Superintendent

School Board Attorney

“LAW ENFORCEMENT AGENCY”

CITY OF CLERMONT

By: _____
Gail Ash, Mayor

Date: _____

Approved as to Form:

Attest: _____
City Clerk

Daniel Mantzaris, City Attorney

EXHIBIT “A”

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with City of Clermont Police Department’s standard operating procedures.
2. The SROs shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SROs shall also assist the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as C Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment, however, activities conducted by the SROs which are part of the regular school instruction program shall be under the direction of the principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation. During times that the SROs are unable to be on campus or need to leave campus, those times will be coordinated with the principal or his/her designee and each SRO’s supervisor. The SRO supervisor will assure that the School has a replacement SRO on campus.
7. The SROs shall perform such duties as directed by his/her agency when school is not in session. The principal or his/her designee shall advise the Officers’ supervisor of the school’s calendar.
8. The SROs may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.
9. All student record information will be maintained in accordance with the provisions of Florida Statutes.
10. The SROs shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SROs are in attendance. The SROs will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SROs shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SROs and the designated school principal. While school is in session, the SROs shall be present on and around the school campus except as permitted in paragraph 6 of this Exhibit A.

12. The SROs will serve as a referral resource for students, faculty and parents to community agencies.

13. The SROs will serve as a Law Enforcement resource to school administration and the district manager of security services.

14. The SROs shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SROs will coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.

16. The SROs shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

17. The SROs shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SROs for any violations of the law, and the SROs shall determine whether law enforcement action is appropriate.

18. The SROs shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SROs shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SROs may do so under the authority of law. Whenever practical, the SROs shall advise the principal before requesting additional law enforcement assistance on campus.

19. The SROs shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.

20. The SROs shall maintain detailed accurate records of his/her activities, and provide a written monthly report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safe Schools Department of the SCHOOL BOARD.

21. The SROs and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations and/or powers.

22. The SROs shall work with school administration when determining whether an arrest should be made, or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not

be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations or powers.

23. The SROs shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

24. The SROs shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

25. The parties shall comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA").



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, May 26, 2020								
Agenda Item Name								
Piggyback Contract								
Requested Action								
Recommend to approve a piggyback contract number RFP-16-049 from Polk County with Curry Controls Company to supervisory control and data acquisition (SCADA) services.								
Staff Report								
The Purchasing Department and the Environmental Services Department recommend approval of the above action. At the request of the Environmental Services Department, the Purchasing Department sought a contract from Polk County number RFP 16-049, to obtain supervisory control and data acquisition (SCADA) services. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 2002-003 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Polk County contract number RFP 16-049. The Polk County contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.								
Additional Analysis								
Fiscal Impact Summary								
The estimated initial amount of this contract is \$200,000 specific to the expansion of the wastewater treatment facility and is included in the current year approved budget. Account Code: 44535-66900-35114								
Fiscal Impact	Fund Number and Description	Available Budget Amount						
Exhibits Attached (copies of original agreements)								
<table border="0"><tr><td>1.</td><td>RFI 2002-003</td><td>RFI 2002-003.pdf</td></tr><tr><td>2.</td><td>Q.11 - Master Agreement 16-049 with Curry Controls Company</td><td>Q.11 - Master Agreement 16-049 with Curry Controls Company.pdf</td></tr></table>			1.	RFI 2002-003	RFI 2002-003.pdf	2.	Q.11 - Master Agreement 16-049 with Curry Controls Company	Q.11 - Master Agreement 16-049 with Curry Controls Company.pdf
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2.	Q.11 - Master Agreement 16-049 with Curry Controls Company	Q.11 - Master Agreement 16-049 with Curry Controls Company.pdf						



REQUEST FOR INFORMATION

Intent to Utilize the Polk County Contract for Supervisory Control and Data Acquisition (SCADA) Services

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 2002-003	ISSUED DATE: February 4, 2020
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>February 12, 2020 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Purchasing Director by email.

Hardcopy responses may be delivered to: City of Clermont Purchasing Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Purchasing Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services

(b) Company Information: Curry Controls Company

(c) Contract Number and Title: RFP 16-049 / Supervisory Control and Data Acquisition (SCADA) Services

(d) Length of Contract: 1 Year and 5 months.

(e) Product or Service Provided: Work may include planning, design, installation, repair, replacement and programming of SCADA, electrical, instrumentation, server, and network systems

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.

**MASTER AGREEMENT FOR SUPERVISORY CONTROL AND DATA ACQUISITION
(SCADA) SERVICES**

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida, 33830, and Curry Controls Company. (the "Consultant"), a Florida corporation, 4245 South Pipkin Road, Lakeland, FL 33811 and whose Federal Employer Identification Number is 59-1437405.

WHEREAS, the Consultant has considerable expertise in Supervisory Control and Data Acquisition (SCADA) systems and related subsystems including electrical, instrumentation, server, and networking systems; and,

WHEREAS, the County desires to retain the services of the Consultant to provide assistance with SCADA planning, designing, and integration including subsystems such as electrical, instrumentation, servers, and network communications as they relate to the utility SCADA system for Polk County Utilities Division; and

WHEREAS, the Consultant remains agreeable to providing the County the consultant services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Consultant hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the County.

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in force and effect thereafter, unless sooner otherwise terminated as provided herein.

2.0 Services To Be Performed By Consultant

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the "Services") further described in (i) the County's Request for Proposal RFP 16-107, to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, (i) and (ii) are "RFP 16-107"), all of

which are incorporated into this Agreement by this reference, attached as a composite Exhibit “A” and made a part of this Agreement.

2.2 When the County requires the Consultant to perform Services for a particular project (each, a “Project”), the County, by the Division Director or their Designee, will issue a Work Authorization to the Consultant stating the specific scope of Services and budget for the Project and all provisions of this Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will also state the following Project information: specific scope of services, maximum amount of compensation, Project schedule, liquidated damages (if applicable), and completion date. Each Work Authorization shall become effective upon due execution and issuance of a purchase order

2.3 When the County selects a Consultant to perform Services for a particular project (each, a “Project”), before a Work Authorization is issued, the County will use the following method of selection and justification as outlined in Exhibit “D”.

2.3 The Consultant is not authorized to undertake any project without a duly executed Work Authorization and corresponding purchase order, which shall specify the work to be performed and the time to be completed. The Consultant recognizes and acknowledges that the County may employ several different consultants to perform the same or similar Services for the County and that the Consultant has not been employed as the exclusive agent to perform any such Services.

2.4 If the Consultant and the County enter into a Work Authorization whose term expires on a date that is later than the date that the Agreement expires, then the terms of this Agreement and any amendments, attachments or provisions thereof shall automatically extend through and until the Consultant has fully performed all requirements of the Work Authorization. Cancellation by the County of any remaining work prior to the Consultant’s full completion of the requirements of any such Work Authorization shall cause the terms of this Agreement to terminate at the same time. This Section 2.4 applies only when the expiration of the Work Authorization extends beyond the expiration of this Agreement. This section does not apply when a Work Authorization expires or is cancelled prior to the expiration of the Agreement.

3.0 Compensation

3.1 General

3.1.1 County shall pay Consultant in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.2 At its option the County may choose to engage the Consultant to perform additional, related consulting services beyond the scope of the Services for which the County shall pay the Consultant in accordance with the hourly rate schedules stated in the attached Exhibit "B."

3.1.3 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit "B" may be adjusted by a written Amendment to this Master Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for Work Authorization's in effect at the time of the amendment.

3.1.4 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual Work Authorization.

3.1.5 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices for payment must reference this Agreement, corresponding purchase order number and shall be delivered, as applicable based on the particular project.

3.1.6 The Consultant shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Polk County Utilities
1011 Jim Keene Blvd
Winter Haven, FL 33880

3.1.7 The Consultant will clearly state "Final Invoice" on the Consultant's final/last billing for the Services rendered to the County. The Consultant's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon

the County's receipt of a Final Invoice. The Consultant hereby waives any charges not properly included on its Final Invoice.

3.1.8 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Consultant's performance of the Service or the County's acceptance of any work.

3.1.9 The Consultant's project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of all charges and requested reimbursements stated in each invoice.

3.2 Reimbursable Expenses

3.2.1 All Consultant requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached hereto as Exhibit "C" and made a part of this Agreement. The Consultant's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. To qualify for reimbursement, the Consultant's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the Consultant's performance of the Services in accordance with this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the Consultant providing the Services and include the following:

- Overnight Deliveries
- Reproduction
- Professional Associate(s) (if preapproved in writing by County)
- Long Distance Telephone Calls

3.2.3 Mileage shall be reimbursed in accordance with Florida Statutes, section 112.061 for pre-approved out-of-county travel.

3.2.4 Reimbursable Expenses, including preapproved sub consultants, shall be reimbursed at cost.

3.2.5 Pre-approved travel costs shall be reimbursed in accordance with Florida Statutes, section 112.061 and COUNTY policy.

3.2.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of any work for which the asset was

utilized. All such assets must be immediately surrendered by delivery to the County's Budget and Procurement Division offices upon demand following the termination of the Agreement.

3.2.7 Consultant shall maintain a current inventory of all such assets.

4.0 Consultant's Responsibilities

4.1 The Consultant shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Consultant's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Consultant for such instruments or documents.

6.0 Termination

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Consultant to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Consultant. Upon receipt of such notice, the Consultant shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Consultant shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 No Contingent Fees

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall 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.

8.0 Assignment

The Consultant shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 Professional Associates and Subcontractors

If the Consultant requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Consultant must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Consultant utilizes any professional associates or subcontractors in the delivery of the Services then the Consultant shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the County under this Agreement.

10.0 Indemnification of County

Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and

agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 Insurance Requirements

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide the original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. Consultant shall also provide an updated Certificate of Insurance upon renewal material change, cancellation, non-renewal or Insurer change. General Liability, Automobile and Workers' Compensation (including Employers Liability) policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of at least VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Consultant to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the

Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage. In the event that the Consultant hires subconsultants to do any part of the Contracted work shall be required to carry the same coverage as setout herein.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Consultant shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Employers Liability. \$1,000,000.00 each accident, \$1,000,000.00 disease – each employee, \$1,000,000.00 disease – policy limit.

Professional Liability in the amount of \$2,000,000 per occurrence.

Cyber Risk Liability in the amount of \$1,000,000 per occurrence.

12.0 Public Entity Crimes

The Consultant understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Consultant.

13.0 Non-Discrimination

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 Designation of Party Representatives

14.1 Upon receipt of a request from the Consultant, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Consultant shall designate or appoint one or more Consultant representatives who are authorized to act on behalf of and to bind the Consultant regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 Independent Contractor

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Consultant (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Consultant is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of

indebtedness and the Consultant shall have no right to speak for or bind the County in any manner.

18.0 Public Records Law

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIASON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830**

TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Consultant shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Budget & Procurement Division
330 West Church Street
Bartow, Florida 33830
Attention: Budget Officer

For Consultant: Curry Controls Company
4245 South Pipkin Road
Lakeland, FL 33811
Attention: David L. Curry

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Consultant acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Consultant under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

25.0 Consultant Representations

25.1 The Consultant hereby represents and warrants the following to the County:

25.1.1 Consultant is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

25.1.2 Consultant's performance under this Agreement will not violate or breach any contract or agreement to which the Consultant is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Consultant has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Consultant now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Consultant has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Consultant has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Consultant shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Consultant is authorized to do so

26.0 Default and Remedy

If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Consultant receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its

obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

The Consultant shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. Within five (5) days after the occurrence of an Event of Force Majeure, the Consultant shall deliver written notice to the County describing the event in reasonably sufficient detail and how the event has precluded the

Consultant from performing its obligations hereunder. The Consultant's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the Consultant to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the Consultant shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the Consultant shall keep the County duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Consultant shall notify the County if any of the Consultant's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Consultant shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Consultant shall remove without consequence to the County any of the Consultant's contractors, sub-contractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Consultant's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Donald Schlicht, PE

Name: Ralph Borgsmiller

Name: John Beeson

Name: Keith Thompson

**(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES SIGNATURES.)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida



By: [Signature]
Deputy Clerk
Marcella Perkins, Deputy Clerk
Date Signed By County 7/5/16

By: [Signature]
John Hall, Chairman
Board of County Commissioners

Reviewed as to form and legal sufficiency:

[Signature] 6/21/16
County Attorney's Office Date

ATTEST:

Curry Controls Company,
a Florida corporation

By: [Signature]
Daniel L. Curry
PRINT NAME
Corporate Secretary
TITLE

By: [Signature]
David L. Curry
PRINT NAME
President
TITLE

Date: 6-22-16

SEAL

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF FLORIDA County OF POLK

The foregoing instruments was acknowledged before me this

6-22-16 by David L. Curry

as President (Date) (Name of officer or agent, title of officer or agent)
of the Company on behalf of the Company, pursuant to the powers
conferred upon him/her by the Company. He/she personally appeared before me at the time of
notarization, and is personally known to me or has produced

as identification and did certify to have knowledge of the
matters stated

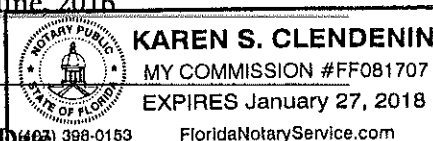
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this 22nd day of June, 2016

Karen S. Clendenin
(Official Notary Signature and Notary Seal)

(Date)
Commission Number



Karen S. Clendenin

Commission Expiration Date

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me this

By _____

(Date) (Name of acknowledging partner or agent)
on behalf of _____ a partnership.
He/She personally appeared before me at the time of notarization, and is personally known to me or
has produced

as identification and did certify to have knowledge of
the matters (Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)
Commission Number

(Official Notary Signature and Notary Seal)

Commission Expiration Date

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me this

By _____

(Date) (Name of acknowledging)
who personally appeared before me at the time of notarization, and is personally known to me or has
produced

as identification and did certify to have knowledge of
the matters (Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)
Commission Number

(Official Notary Signature and Notary Seal)

Commission Expiration Date

(Name of Notary typed, printed or stamped)

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

SOLICITATION NO.: RFP 16-107
Acquisition Services

PROJECT NAME: Polk County Supervisory Control and Data

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

POLK COUNTY MAY CONSIDER A CONTRACTING PARTY'S EMPLOYMENT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

THE UNDERSIGNED ATTESTS THAT THE COMPANY IS FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

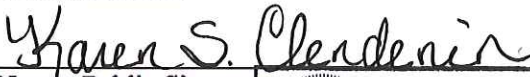
Company Name: Curry Controls Company

	President	6-22-16
Signature	Title	Date

STATE OF: Florida
County OF: Polk

The foregoing instrument was signed and acknowledged before me this 22nd day of June, 2016, by David L. Curry as President

of Curry Controls Company who has produced FL Drivers License C600-172-39-306-D
as identification. (Type of Identification and Number)


Notary Public Signature

	KAREN S. CLENDENIN MY COMMISSION #FF081707 EXPIRES January 27, 2018 FloridaNotaryService.com
---	---

Printed Name of Notary Public

Notary Commission Number/Expiration

RFP REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number and Title: 16-107, Polk County Supervisory Control and Data Acquisition (SCADA) Services

Description: Professional services to support county-wide SCADA systems and related subsystems including electrical, instrumentation, server, and networking systems

Receiving Period: Prior to 2:00 p.m., Wednesday, January 20, 2016

Bid Opening: Wednesday, January 20, 2016 at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Questions regarding this RFP must be in writing and must be sent to Terry Marvin, Procurement Specialist, via email at terrymarvin@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Friday, January 8, 2016, 4:00 p.m.

**RFP REGISTRATION
FAX THIS FORM BACK IMMEDIATELY
FAX: (863) 534-6789**

Carefully complete this form and email or fax it to the Procurement Division. You must submit one form for each RFP that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City:_____ State:_____ Zip Code:_____

Phone:_____ E-mail:_____

Cut along the outer border and affix this label to your sealed envelope to identify it as a "Sealed RFP". Be sure to include the name of the company submitting the RFP where requested.

SEALED RFP • DO NOT OPEN

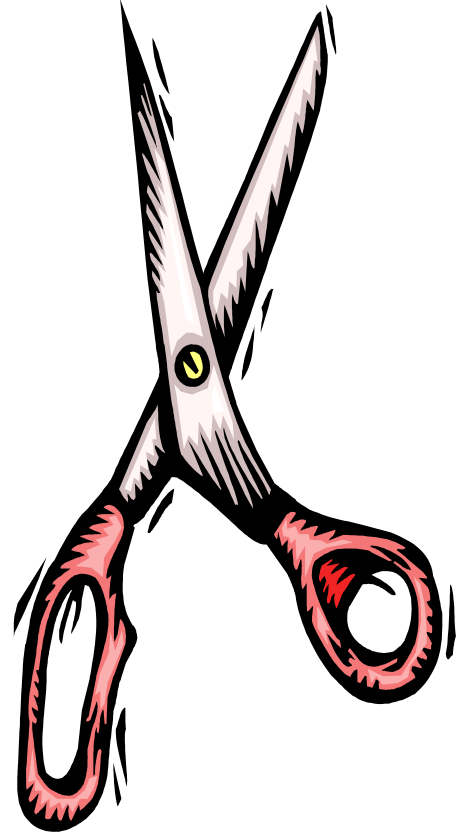
SEALED RFP NO.: 16-107

RFP TITLE: Polk County Supervisory Control and
Data Acquisition (SCADA) Services

DUE DATE/TIME: Wednesday, January 20, 2016
prior to 2:00 p.m.

SUBMITTED BY: _____

DELIVER TO: PROCUREMENT DIVISION
330 West Church Street, Room 150
Bartow, Florida 33830



POLK COUNTY

**Procurement Division
Fran McAskill
Procurement Director**

REQUEST FOR PROPOSAL 16-107 Polk County Supervisory Control and Data Acquisition Services

Sealed proposals will be received in the Procurement Division, **Wednesday, January 20, 2016, prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <http://www.polk-county.net/boccsite/doing-business/bids>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Terry Marvin, Procurement Specialist, via email at terrymarvin@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Friday, January 8, 2016, 4:00 p.m.

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830**

Introduction

Polk County, a political subdivision of the State of Florida, seeks the submittal of proposals from firms qualified in Supervisory Control and Data Acquisition (SCADA) planning, designing, and integration including subsystems such as electrical, instrumentation, servers, and network communications as they relate to the utility SCADA system. The successful firm(s) shall have experience in the water and/or wastewater industry and a proficient understanding of SCADA systems, network communications, computer and server systems, telemetry, electrical power, motor control, electrical safety, and instrumentation for a variety of platforms and manufacturers.

The County reserves the right to contract with one or more Professional Services Providers, as deemed to be in the best interest of the Polk County, having full or partial capabilities in the listed areas of SCADA, and subcategories of electrical, instrumentation, server systems, and network communication in order to provide the County with a full suite of services. Proposers will be chosen based upon the expertise and experience listed as it pertains to the work described. Selection of a qualified firm under this RFP is not a guarantee of work. Work will be distributed to selected firms based on that firm's expertise as it relates to a given scope of work. In some instances multiple firms may be used to deliver separate scopes of work for the same project.

All work must be performed in accordance with applicable Federal, State and Local regulations.

SCOPE OF SERVICES AND SPECIFICATIONS

During the term of the contract, work is performed as a series of individual work authorizations. Each work authorization, initiated by the County, is defined cooperatively by the County and professional service provider. Work Authorizations may include planning, design, installation, repair, replacement, and programming of SCADA, electrical, instrumentation, server, and network systems. These services include but are not limited to engineering, maintenance, repair, refurbishment, programming, construction, and replacement of SCADA and related assets including control panels, programmable logic controllers (PLCs), HMI software platforms, power systems, motor control equipment, instrumentation, server systems, network communication systems, and remote terminal units (RTUs). The successful Proposers shall furnish all parts, materials, equipment, subcontractors, labor, and supervision as necessary to program, maintain, furnish and install the assigned work as outlined in the agreed upon scope of work provided with each work authorization.

The county's SCADA components are critical assets and as such must remain in service 24 hours per day, 7 days per week, and 52 weeks per year. Firms must be able to respond on-site or via remote VPN access for software issues within four (4) hours of being contacted by county staff to address emergency situations that may arise as a result of the work the Firm is performing and for 30 days after completion of the Firm's work.

The following lists major SCADA tasks that the selected Professional Service Provider will be expected to perform:

1. Provide engineering and technical services to smoothly integrate each project into the County's existing SCADA infrastructure. Develop logical and technically sound phasing and scheduling of individual components for all projects.
2. Provide design services for SCADA system architecture, communications networks, electrical power systems, motor control systems, lighting, grounding, and process and instrumentation diagrams.
3. Planning and integration of multiple independent SCADA systems into a unified utility-wide system best suited for the County.
4. Design, maintain, install and program remote telemetry units, programmable logic controllers, servers, network equipment, and associated electrical and instrumentation equipment associated with operation of the County's Utility systems.
5. Properly document all system changes, revisions, modifications, and improvements such that a chronological list of activities is maintained throughout the duration of each work authorization. Provide as-built documentation and Operation and Maintenance manuals for all work performed.
6. Provide as-needed services to quickly resolve problems, restore connections, and maintain network connectivity of all County SCADA systems.
7. Provide all work in accordance with County Utilities Codes, existing standards, and preferences.
8. Provide SCADA programming for new automated control processes and to modify existing automated control processes in coordination with the County's existing standards and systems.
9. Design and implement server systems in support of the County SCADA system for SCADA specific applications and general server infrastructure such as active directory, disaster recovery, routine backups, and services such as DNS and DHCP.
10. Design and implement network security rules, system routing, and network configurations for high availability and secure network communications in accordance with industry standards.
11. Support the County's electrical safety program through safe and reliable electrical installations and safety studies including short circuit current and coordination studies.
12. Install and calibrate instrumentation including but not limited to pressure transmitters, level transmitters, flow meters, and analyzers.

Technical Competency

Professional Service Providers must show a high level of technical competency in one or more of the following technical competency groups.

1. SCADA Technical Competency

Provide expertise necessary to design, maintain, inspect and implement SCADA systems consisting of, but not limited to:

- Design of SCADA system architectures and creation of P&IDs for process control systems.
- Configuration and programming of PLCs specifically including the following:
 - o Modicon PLC platforms
 - o GE PLC platforms
 - o Motorola Remote Terminal Units
 - o Siemens PLC platforms
 - o Allen Bradley PLC platforms
- Configuration and programming of HMI systems specifically including the following:
 - o Trihedral VTScada
 - o Proficy iFIX and Historian
- Industrial communication networks including the following:
 - o Siemens Profibus DP/PA and Profinet communications
 - o Modbus and Modbus TCP
 - o DNP3 Ethernet communications
 - o MDLC communications
- Design and construction of industrial control panels
 - o UL Certified 508A Panel Manufacturer shall construct all panels. All control panels supplied shall have UL 508A label affixed.
- Cellular Modem communication
- Instrumentation.
- Schneider Electric/Square D power distribution, power monitoring, and motor control equipment.

2. Electrical Technical Competency

Provide expertise necessary to design, maintain, inspect and implement electrical work pertaining to SCADA and related control systems consisting of, but not limited to:

- Design and implementation of electrical power, grounding, lighting, and motor control systems.
- Electrical and instrumentation wiring and duct bank systems.
- Electrical evaluations and studies including short circuit current studies and arc flash mitigation.
- Design and implementation of voice/data/video networks using fiber optic, UTP and Ethernet systems.
- Familiarity with Schneider Electric/Square D power distribution and motor control equipment.

3. Instrumentation Technical Competency

Provide expertise necessary to design, maintain, inspect and implement Instrumentation work pertaining to SCADA and related control systems consisting of, but not limited to:

- Design of P&IDs for process control systems.

- Calibration and maintenance of instrumentation specifically including the following:
 - o Level transmitters
 - o Flow meters
 - o Pressure transmitters
 - o Online process control analyzers such as pH, ORP, Cl, etc.
 - o Valve actuators
- Design and implementation of new instrumentation systems for process control.

4. Server and Networking Technical Competency

Provide expertise necessary to design, maintain, inspect and implement server and network systems related to the SCADA system consisting of, but not limited to:

- Design, setup, and configuration of the following types of servers:
 - o SCADA HMI
 - o DNS
 - o DHCP
 - o AD and domain controllers
 - o WSUS
 - o Expertise with Microsoft Server OS.
- Storage Area Networks (SANs)
- Virtualized server systems based on VMWare.
- Network design and configuration including the following
 - o Layer 2 and 3 Switches
 - o Routers
 - o Checkpoint firewall systems
 - o High availability systems
 - o Network management software

5. Professional Service Provider may be, may partner with or sub-contract the following:
- a. State of Florida Certified Electrical Contractor (EC) qualified to obtain permit(s) for the installation, repair, or renovation of County control panels and associated wiring modifications.
 - b. Other firm(s) having technical competencies that the Professional Service Provider does not normally offer.

AGREEMENT

The term of this agreement will be five (5) years, unless otherwise terminated in accordance with the Agreement.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or

other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

Tab 1, Executive Summary:

Provide a letter stating your interest in providing the requested services. Provide a brief overview of the company's history and organization that includes the name of the company's contact person, address, telephone, and e-mail address (Limit response to two (2) pages)

Tab 2, Professional Service Approach and Qualifications (25 points):

Provide a brief narrative of outlining how you propose to respond to and manage work as outlined under this proposal. Please describe the specific abilities of the company/team in regards to this approach and in regards to the ability to address the specific technical competencies listed above. Include any innovative approaches or difference makers to providing the scope of services, and include any additional information not directly cited in the scope of services. Also briefly describe the company's quality assurance and quality control plan. Provide information related to project documentation and testing plan development and document control that would be expected on each specific task. (Limit response to three (3) pages)

Tab 3, Certifications (15 points):

Supply a list of certifications held by employees, including type of certification and number of employees certified. Each certification will only be counted once regardless of the number of employees holding that certification. Written notification must be given to the Polk County Project Manager regarding any changes to certifications, (re-certifications, expiration, separation from employment, etc.) The Proposer must use in house staff personnel for the services performed. No part-time staff or consultants shall be included or used.

1. A registered P.E. in the State of FL on staff.
2. A Schneider Electric Certified Alliance Program partner.
3. A GE Solution Provider program partner.
4. A VTScada Certified Advanced Solution Provider.
5. A Cisco Certified Network Associate (CCNA) on staff.
6. A Microsoft Certified Professional (MCP) or Microsoft Certified System Engineer (MCSE) on staff.

7. A BICSI Registered Communications Distribution Designer (RCDD)

Tab 4, Ability to Perform (20 points):

Supply information on the ability of the Proposer's personnel to provide the technical services required in this RFP as follows:

1. Identify the proposed service team including employees' names and resources to support the scope of work outlined in the RFP. Please provide the resumes of the key staff to be utilized for this contract as identified above. (Limit response to one (1) page per resume)
2. Provide an Organization Chart (include employee name, position, education, and number of years with the Company).
3. Identify two or more staff who are capable of providing engineering and technical services associated with determining the modifications, repairs, and replacements of programmable logic controllers (PLCs), control panels including layout and wiring, remote terminal units (RTUs), network configuration, server configuration, electrical systems, and computer and SCADA software.
4. Provide verification that a minimum of 75% of all work described under a particular competency group in this Proposal can be performed by Proposer employed personnel. The Proposer must use in house staff personnel for the services performed. No part-time staff or consultants shall be included or used.
5. Provide information on any anticipated sub-contractors, including a description of work to be performed and contact information. (Limit response to two (2) pages)
6. Provide emergency response approach including emergency contact information, location of emergency repair parts, anticipated field response times, and previous experience.

Tab 5, Previous Experience (25 points):

All Proposers shall submit five (5) projects verifying previous experience providing technical services as required in this RFP. Each project shall include:

- Name of organization, address, telephone number, and name of contact.
- Description of system including hardware, software, number of I/O and services provided.
- Project team.
- Date of contract, delivery date and completion date; if different than specified dates, explain why.
- Original system cost and final system cost. If final cost is different than original, explain why.
- In addition to the required project references, the proposer shall describe current or prior work performed for Polk County, either as a prime contractor or a subcontractor. Specifically include:
 - o Description of services provided
 - o Project team
 - o Date of contract, delivery date and completion date; if different than specified dates, explain why.

- o Original system cost and final system cost. If final cost is different than original, explain why. (Limit response to one (1) page per reference)

Referenced projects shall provide at a minimum verification of the following experience related to a competency area:

- PLC programming in Ladder logic and Function Block
- HMI programming with GE iFIX and or VT SCADA
- Networking of large Ethernet based communications systems across multiple platforms twenty+ (20+) nodes.
- Design and installation of power distribution and motor control equipment.
- Successful management of three (3) or more projects requiring two (2) or more programmers/engineers/IT professionals working concurrently

The proposer shall describe only relevant corporate experience and individual experience for personnel who will be actively engaged in this project and who have provided systems and services to organizations similar in size, complexity and application requirements. The proposer shall indicate on each project description which of the proposed team members was involved and the role they had on the project. At least three of the references must represent projects for a water and/or Wastewater entity.

Tab 6 Surveys of Past Performance (15 Points)

- Provide reference surveys from past clients for the projects identified under Tab 5.
- Completed surveys. **(See Exhibit 1)** Procurement will take the average of all surveys and score as follows:

o	Average Score between 9-10	10 Points
o	Average Score between 7-8	8 Points
o	Average Score between 5-6	6 Points
o	Average Score between 3-4	4 Points
o	Average Score between 1-2	2 Points
o	Average Score of 0	0 Points

EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment)

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Selection Committee Evaluation)

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

Tab 2 Professional Service Approach and Qualifications	25 Points
Tab 3 Certifications	15 Points
Tab 4 Ability to Perform	20 Points
Tab 5 Previous Experience	25 Points
Tab 6 Surveys of Past Performance	<u>15 Points</u>
Total points available	100

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

EXCELLENT (1.0): *Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.*

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an *exceptional* and *superior* degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

VERY GOOD (0.8): *To a high degree; better than or above competent and/or skillful.*

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

GOOD (0.6): *Having positive or desirable qualities; competent; skilled; above average.*

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

FAIR (0.4): *Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.*

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

POOR (0.2): *Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.*

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the

number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the “Experience and Expertise” criterion (which shall be worth 25 points for the purpose of this example) as “Very Good” (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member’s total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member’s total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the highest ranked Proposer(s). After Board approval to authorize staff to negotiate a contract, the Proposer(s) will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer’s Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member’s ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the highest-ranked Proposer(s). After Board approval

to authorize staff to negotiate a contract, said Proposer(s) will then be elevated to Elevation Level 4, Contract Negotiations.

Elevation Level 4 (Contract Negotiations)

If a Proposer(s) is elevated to this level, Procurement and the County Attorney's Office, with the assistance of the elevated Proposer shall negotiate an Agreement.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to recommend to the Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such Proposer(s) to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer(s).

SUBMITTAL OF PROPOSALS

Interested parties are invited to submit one (1) original marked **ORIGINAL** and seven (5) copies marked **COPY** of their proposal in a sealed envelope to the Procurement Division. The envelope should be labeled "**RFP #16-107, Polk County Supervisory Control and Data Acquisition (SCADA) Services**" and marked with the proposers name and address. The Proposals may be mailed or delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830**

The response shall be received by the County only at the above address prior to **2:00 p.m., Wednesday, January 20, 2016.**

The delivery of the response on the above date and prior to the specified time is solely the responsibility of the proposer.

The submittal may be withdrawn either by written notice to the Procurement Director or in person, if properly identified, at any time prior to the above submittal deadline.

ATTENTION PROPOSERS

The Successful Proposer must register in our new Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

<http://www.polk-county.net/boccsite/Doing-Business/Vendor-Registration/>

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future bids and quotes.

GENERAL CONDITIONS

COMMUNICATIONS

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer **shall** be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). For non-exempt vendors, Employers Liability in the amount of \$1,000,000. Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. Professional Liability in the amount of \$2,000,000 per occurrence. Cyber Risk Liability in the amount of \$1,000,000 per occurrence. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

INDEMNIFICATION

Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation,

through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Vendor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees; provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <http://www.polk-county.net/boccsite/doing-business/bids>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the proposers are **required to identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law.**

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) working days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

UNAUTHORIZED ALIEN(S)

The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful firm will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify> which provides instructions for completing the registration process. At the end of the

registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at **1-888-464-4218**.

LIMITATIONS

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

**THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL PROPOSERS:
(SUBMITTAL PAGE)**

Company Name: _____

DBA/Fictitious Name (if applicable): _____

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

TIN #: _____

(Street No or PO Box Number) (Street Name)
(City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization:

_____ Sole Proprietorship _____ Partnership _____ Non-Profit _____ Sub-Chapter
_____ Joint Venture _____ Corporation _____ LLC _____ LLP
_____ Publicly Traded _____ Employee Owned

State of Incorporation _____

The Successful vendor must complete and submit this section prior to award. The Successful vendor must invoice using the company name listed above.

EXHIBIT 1
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND
PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the firm submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Professional Service Provider. The Professional Service Provider is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Professional Service Provider has identified under Tab 5. Surveys should correlate to all projects identified under Tab 5.

If more surveys are included then Procurement will only use those identified under Tab 5.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company or institution that the work was performed for (i.e. Cactus School District, Rock Industries, City of Austin).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Engineering Services for X Project) (Engineering Services for X Project), Etc.
COST OF SERVICES	Cost of services (\$150,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2011)

2. The Professional Service Provider is responsible for verifying that their information is accurate prior to submission for references.
3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.
4. The past projects can be either completed or on-going.
5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The firm is responsible for sending out a performance survey to the clients that have been identified under Tab 5. The survey can be found on the next page.
2. The firm should enter the past clients' contact information, and project information on each survey form for each reference. The firm should also enter the name of the Consultant being surveyed.
4. The firm is responsible for ensuring all references/surveys are included in their submittal under Tab 6.
5. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County
RFP 16-107, Polk County Supervisory Control and Data Acquisition (SCADA) Services

To: _____
(Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: _____

Email: _____

Subject: Past Performance Survey of:

(Project Name)
Cost of Services: _____ Date Complete: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the company/individual again) and 1 representing that you were very unsatisfied (and would never hire the company/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: _____ Date Completed: _____

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator

Signature of Evaluator

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 16-107 PROJECT NAME: Polk County Supervisory Control and Data Acquisition (SCADA) Services

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

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

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

Company Name: _____

Signature	Title	Date
-----------	-------	------

STATE OF: _____

COUNTY OF: _____

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

has produced _____ as
identification. (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

January 12, 2016

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

**ADDENDUM #1
RFP #16-107
Polk County Supervisory Control and Data
Acquisition Services**

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Time Extension, revisions, and questions and answers.

Time Extension

Submission of Proposals will be extended to Wednesday, February 3, 2016 prior to 2:00 p.m.
Questions will be extended to Friday, January 15, 2016, 4:00 p.m.

Terry Marvin

Terry Marvin
Procurement Specialist
Procurement Division

**This Addendum sheet should be signed and returned with your
submittal. This is the only acknowledgment required.**

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP #16-107

POLK COUNTY SUPERVISORY CONTROL AND DATA ACQUISITION SERVICES

ADDENDUM #1

Revisions

Delete Tab 3, Certifications in its entirety.

Under Tab 4, Ability to Perform

Change: Tab 4, Ability to Perform (35 points)

Change Tab 4, item #2 in its entirety to: Provide an Organization Chart (include employee name, position, education, certifications and number of years with the Company).

Under Tab 5, Previous Experience

Delete: All Proposers shall submit five (5) projects verifying previous experience providing technical services as required in this RFP.

Replace: All Proposers shall submit a minimum of five (5) and a maximum of seven (7) projects verifying previous experience providing technical services as required in this RFP.

Delete: Referenced projects shall provide at a minimum verification of the following experience related to a competency area:

Replace: Referenced projects shall provide verification of experience related to a competency area such as:

Under SUBMITTAL OF PROPOSALS:

Change: Interested parties are invited to submit one (1) original marked ORIGINAL and five (5) copies marked COPY of their proposal in a sealed envelope to the Procurement Division.

Questions and Answers

Question 1: In Reference to Tab 5, Previous Experience (25 points) (page 9):

- A. Do all 5 projects need to have all of the “competency areas?”
- B. Can we submit more than 5 projects to get all of the features required?

Answer 1:

- A. No, please see revision above to Tab 5
- B. Yes, please see revision above to Tab 5

January 15, 2016

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

**ADDENDUM #2
RFP #16-107**

**Polk County Supervisory Control and Data
Acquisition Services**

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: questions and answers.

Question 1: The RFP requests an ORIGINAL submittal, are we required to submit original Survey Forms signed by our clients or can we present faxed/emailed copies of the survey response forms?

Answer 1: Copies of the signed surveys from Tab 6 are acceptable.

Terry Marvin

Terry Marvin
Procurement Specialist
Procurement Division

**This Addendum sheet should be signed and returned with your
submittal. This is the only acknowledgment required.**

Signature: _____

Printed Name: _____

Title: _____

Company: _____

CURRY CONTROLS COMPANY

4245 S. PIPKIN ROAD – LAKELAND – FLORIDA – 33811
PHONE (863) 646-5781 FAX (863) 646-3899

Request for Proposal 16-107



FOR:

**Polk County Supervisory Control & Data Acquisition
(SCADA) Services**

ORIGINAL



ORIGINAL

Bid Opening: February 3, 2016 @ 2:00 p.m.

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RFP No. 16-107

Polk County Supervisory Control and Data Acquisition (SCADA) Services

TAB 1	Executive Summary
TAB 2	Professional Services Approach
TAB 3	<i>(deleted in its entirety per Addenda No. 1)</i>
TAB 4	Ability to Perform
TAB 5	Previous Experience • Tab 5A – Detailed Project Descriptions for provided references
TAB 6	Surveys of Past Performance
TAB 7	Addendum Acknowledgements
TAB 8	Corporate Documents • <i>Incorporation Statement</i> • <i>W-9 Information</i> • <i>Affidavit Certification Immigration Laws</i>

February 3, 2016

To: Mr. Terry Marvin
Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830

Subject: Curry Controls Company Statement of Qualifications
Polk County Supervisory Control and Data Acquisition Services
RFP No. 16-107
Due Date/Time: Wednesday, February 3, 2016 prior to 2:00 p.m.

Thank you for allowing Curry Controls Company the opportunity to submit the attached Statement of Qualifications for your consideration. We trust that you will find this presentation to be responsive and that it meets your approval. We are certain that you will find Curry Controls Company well qualified to undertake the full range of project requirements.

Curry Controls Company has an established 40 year track record of providing quality process control systems and SCADA solutions for our customers. As a licensed professional engineering firm Curry Controls Company can provide a wide range of consulting services for your specific Instrumentation and Controls and/or electrical needs. Our modern, in house, UL certified control panel fabricating facility is equipped to support all stringent project requirements.

Our proposed project team has both the expertise and experience required to assure a successful project. Be assured that the proposed project team is fully capable and committed to fulfilling work schedule requirements in a professional and timely manner.

Curry Controls Company has the facilities, manpower, logistical and financial resources to undertake the fabrication and testing of large quantities of control panel designs. Curry Controls Company is currently unimpeded by any litigation or other anomalies that might be construed to impact a successful and expeditious project conclusion.

Thank you for your consideration. We look forward to the opportunity of serving Polk County.

The name of the person who can bind the company along with address, telephone number and email address is:

David L. Curry / President
Curry Controls Company
P.O. Box 5408
Lakeland, FL 33807
(863) 646-5781 Ext. 103
dave@currycontrols.com

Corporate Experience and Qualifications of the Firm

Introduction

Since incorporation in the state of Florida in 1972, Curry Controls Company (CCC) has progressed in providing its customers a wide range of services and support including general contracting, electrical contracting, systems engineering, programming, systems integration, panel fabrication services, field service, training, and extended maintenance and support.

CCC primarily designs and installs automated control systems to improve efficiency, reduce manpower and improve safety. With a staff of over 40 Engineers, Programmers and Designers, supported by our team of licensed Electricians and Installers, CCC can address complexities of a range of advanced electrical, automated control, process instrumentation, SCADA development, RF telemetry, communications networking, and other critical integration aspects of high-tech instrumentation and control systems.

Quality Control

Curry Controls Company is committed to a high level of quality on every project. Two important certification programs have been added to assure prospects that quality control procedures are in place. Curry Controls Company is an associate member of Control Systems Integrator Association (CSIA). Curry Controls Company operates a UL certified panel shop. Underwriters Laboratories audits the control panels built at Curry Controls Company to insure they comply with UL standard requirements.

Electrical and Controls Engineering

Curry Controls Company has been an industry leader in the adoption of cutting edge PLC and HMI technologies. From Modicon, GE, Siemens, Allen Bradley PLC's to IFIX, Cimplicity, WINCC, Wonderware, RSView and many others. With our professional in house staff of programmers we understand the requirements to design and implement a solution for our customers.

Professional Licenses Include:

Professional Engineering Services in Florida, Georgia, Alabama
Licensed State General Contractor in Florida and Georgia
Licensed State Electrical Contactor in Florida and Georgia
UL 508A & UL 698A Listed Panel Shop

Industry Certifications Include

- Control System Integrators Association (CSIA) Member
- GE Premier Solutions Provider (PSP)
- Schneider Electric Solutions Integrator Partner
- Rockwell Automation Solutions Provider
- Siemens SI² Integrator Partner Program
- Citect Silver Integrator
- Wonderware Authorized Integrator
- Calamp Gold Wireless Channel Provider
- IBEW Certified Electricians/Technician

Please visit us at www.currycontrols.com



Curry Controls Company was established in 1972 and has serviced their customers for over 40 years.



Curry Controls Company has a continuous commitment to quality



Our staff can meet the needs of General Construction, Electrical Construction, Electrical and Controls Engineering



Tab 2 - Professional Service Approach and Qualifications

With over 40 years involvement in the automation and control industries, Curry Controls Company has recognized that in order to be successful it must also be committed to the success of its customers. As a part of this philosophy, comprehensive design, project execution, commissioning, customer support, and maintenance have played very important roles. In keeping with the goals of the Polk County Utilities Division to provide production and distribution of safe drinking water, collection and treatment of wastewater, and distribution of reclaimed water, Curry Controls Company will provide enhanced, comprehensive automation and control asset management services.

Drawing upon extensive experience in the water and wastewater industries, Curry Controls Company recognizes the need for any public utility to have access to complete and accurate operational data to maintain regulatory compliance as well as the safety, security, and well-being of the public entities it serves. This operational data will also enhance the decision-making process with regard to life cycle management of assets.

Curry Controls Company also recognizes the challenges of executing a project on budget and on time; the impact of failing to meet those challenges can be devastating. This impact is removed by the Curry Controls Company approach:

- **People.** Curry Controls Company collaborates with its customers to develop a team mentality. We are deliberate in the way we construct our project teams and how we build relationships with customers through early engagement. The team mentality makes it possible to remove barriers and solve problems quickly.
- **Technology.** Curry Controls Company recognizes the ever-changing world of technology and its inherent complexity. However, the presence of legacy assets is also recognized as inherent to the operational commitments of the customer.
- **Reducing Complexity.** Curry Controls Company strives to reduce complexity by leveraging the people skills and technology tools available. This is certainly not the implementation of simplicity but rather taking full advantage of efficiencies where possible.

Specific Methodology:

Curry Controls Company will make an initial assessment of the assigned task to determine the eventual goal:

- Review of services scope and proposed budget
- Establish roles of and communications between team members
- Conduct interviews of key personnel to determine operational needs
- Research of available existing documentation
- Survey of existing facility conditions
- Request scope clarifications and propose enhancements

"Providing Solutions Since 1972"



Curry Controls Company will then enter into the planning stages of the assigned task with the following items provided as deliverables (as applicable):

- Develop control strategies in collaboration with owner staff
- Develop Process & Instrument Diagrams (P&ID)
- Instrument data sheets
- Facility and equipment layout drawings
- Electrical one-lines
- Equipment interface wiring diagrams/loop drawings
- Network/communications diagrams
- RF propagation surveys
- Control panel construction drawings
- Product data sheets
- Programmable controller application programs
- SCADA application program & graphics
- Factory acceptance testing procedures
- Installation work plan to include owner support needs
- Proposed budget and schedule

Upon receipt of approval and notice-to-proceed, Curry Controls Company will then engage in the project execution:

- Confirm roles of and communications between team members
- Identification of personnel or equipment safety hazards
- Establish emergency contact procedures
- Material procurement with receipt inspection
- Fabrication of assemblies (with UL listing as applicable)
- Obtain permitting from AHJ (as applicable)
- Installation work with owner support as needed
- Setup, calibration, and verification of instruments
- Equipment wiring/loop checks using factory acceptance test procedure
- Project commissioning with test procedure based on approved control strategy
- Operations & maintenance personnel training
- Operations & maintenance instructions documentation
- Updated documentation reflecting as-built conditions
- Software application programs turnover

This methodology has demonstrated significant savings of both time and financial resources to end users by eliminating the guesswork associated with undefined responsibilities.



Curry Controls Company will utilize a team approach when addressing the specific project assigned by Polk County. The first step will be to gain an understanding of the scope of work that the County wants to accomplish for a particular assignment. Once a scope of work has been defined a Curry Controls Team will be established based on the specific technical requirement of the individual competency groups required for the project. The proposed project team individuals identified in this RFP have been specifically chosen as they collectively meet or exceed the identified technical competency groups.

In order to get a good understanding of the assigned project scope, the Curry Controls Team would develop their understanding of what the County Team has explained to them and then the Curry Team would schedule meetings with the Operation personnel and other County personnel to get their input as to what works best for them. The more input the team gets up front the fewer changes are required later in the project. The scope will then be analyzed by the Curry Control Team and individual tasks identified by the required functions.

Sample Project Approach:

For example, a typical work assignment assigned by the County would be for Curry Controls to supply an RTU or PLC Control Panel to perform a desired function for the County and to communicate to a Master SCADA system. Typical identified task assignments as follows:

- Task # 1 Design and build the RTU or PLC Control Panel.
- Task # 2 Program the RTU or PLC Control Panel to perform its desired function.
- Task # 3 Design a communications network so the RTU or PLC Control Panel can communicate with the SCADA Server.
- Task # 4 Program the SCADA Sever to provide the desired information to the operator and to allow the operator to issue commands to the RTU or PLC Control Panel.
- Task # 5 Perform a Factory Test to insure the RTU or PLC Control Panel provides the expected and desired functions.
- Task # 6 Install the RTU or PLC Control Panel in the field, including the communications infrastructure to allow communications with the SCADA Server.
- Task # 7 Load the programs for the RTU or PLC Control Panel and the program for the SCADA Server and perform appropriate testing to demonstrate that the RTU or PLC Control Panel is performing the designed functions.

As indicated above, Curry Controls would assign each of these tasks to a team member or members according to their specific expertise.

1. Task # 1

Curry Controls Design Engineers will develop the design including component selection to accomplish the RTU or PLC control panel. Once the design has been developed by the Design Engineer a set of UL 508 compliant drawings will be produced. To produce the



drawing package for the particular design Curry Controls will utilize one of its Team members who has expertise in CAD Design. When the drawing package is complete the Design Engineer will review the drawing package for completeness and will identify any errors or omissions and have them corrected. In many cases by the time the drawing package is complete the customer driven changes will need to be incorporated before production of the PLC Panel or RTU. All changes will be documented by the Design Engineer to insure the customers changes are incorporated in the design. Once the drawing package is determined to be correct it will be sent to the appropriate Polk County representative for approval. Upon receiving approval from the Polk County representative Curry Controls will generate a Material Order Form (MOF) and send this to the Curry Controls Purchasing Department for procurement of the material to build the RTU or PLC Control Panel. Once the material has been received a set of prints shall be given to the Shop Supervisor for assignment to one of the Panel Builders to build the RTU or PLC Control Panel.

2. Task # 2

Curry Controls PLC Programmers will be assigned to develop a PLC program that will perform the functions desired by the County for this particular project. A Functional Description of the will be used by the PLC Programmers to develop the PLC program. When appropriate Curry Controls will use the Polk County Standard PLC program as the basis for the program development. Curry Controls have been involved with developing a Standard PLC Program for particular functions, such as Lift Station PLC programs for Polk County.

3. Task # 3

Curry Controls Engineering will develop a communications network to accommodate the communications between the RTU or PLC Control panel and the SCADA Server at the Master Station. Curry Controls will select the most appropriate method of communications based on the available communications infrastructure available at both the RTU or PLC control panel site and the SCADA Server site. Curry Controls may utilize Fiber Optic, Radio, Cellular, or Copper communication media or combination to establish a communications network. Curry Controls will assign the appropriate personnel to develop the communications network based on the selected communications media. In some cases this will require field testing to verify that a viable communications path is available. Curry Controls may use existing infrastructure for all or part of the communications network. Once the Communications Network Design has been finalized Curry Controls will utilize a CAD Designer to make a drawing of the communications network, including a Bill of Material listing the equipment required to build the communications network.

4. Task # 4

Curry Controls will develop the programming for the HMI Server. This will be accomplished by one of the Curry Controls HMI Development Engineers. The HMI program will be developed in such a manner that the Operator will have a visual display of



the system process or processes. The Operator will be able issue commands to the RTU or PLC Control Panel and receive feedback of the process and process equipment from the RTU or PLC Control Panel. Curry Controls worked with the Polk County Team to develop a standard for HMI development in the past. Curry Controls will utilize the Polk County Standards for the HMI development when appropriate.

Screens will be developed for both the local Operator Interface Terminal and the Operator Work Stations at the Master Site.

5. Task # 5

Once the PLC program is developed the PLC programmer, HMI programmer and the Design Engineer will develop a Factory Test plan. This plan will be developed to test the panel hardware, wiring, and power systems for proper functionality. The Factory Test will also include testing of the PLC programming to prove the desired functionality of the program. The testing will include verification of the graphical displays and command functions on the Operators Interface Terminal. The Factory Test plan will be documented and witnessed by a designated Polk County representative at the discretion of Polk County.

6. Task #6

Upon successful completion of the Factory Test Curry Controls will utilize its installation crews to install the RTU or PLC Control Panel at the site. A plan for the installation will be developed based on the specific site. Some sites will be a new installation which would require the installation of supporting racks, conduit runs, antenna towers, fiber optic cable installation, and copper wire runs for control, signal, and communications. Some sites will be retrofits which will require the removal of existing equipment and the installation of the new equipment. The logistics involved are numerous as such suffice it to say Curry Controls will work with the Polk County representatives to install the equipment in a safe manner. Curry Controls regards Safety as priority number ONE. Curry Controls also demands that its installation crews do their work in a professional manner, with emphasis on a quality installation.

7. Task #7

Once the equipment and communications network installation is complete, the Startup Team will load the Programs for both the PLC and the HMI. Curry Controls will utilize employees with the specific expertise required to perform the testing of the systems at each site. Curry Controls personnel will a SAT with County personnel, inclusive of performing loop testing for each loop and documenting the same. Curry Controls personnel will perform testing on the communications network hardware and verify communications throughout the system. Curry Controls will perform calibration of all installed instrumentation. Curry Controls will work with other vendors who supplied equipment for the particular site to make sure that the equipment is integrated into the system and functions as required.



Quality Assurance & Quality Controls:

Curry Controls Company is committed to a high level of quality on every project. Two important certification programs have been added to assure prospects that quality control procedures are in place. Curry Controls Company is an associate member of Control Systems Integrator Association (CSIA). The Control System Integrators Association (CSIA) seeks to enable industries everywhere to have access to low-risk, safe and successful applications of automation technology by advancing the business practices of the system integration industry. CSIA helps its members improve their business skills, provides a forum to share industry expertise, and promotes best practices for business management. Additionally, Curry Controls Company operates a UL certified panel shop. Underwriters Laboratories audits the control panels built at Curry Controls Company to insure they comply with UL standard requirements, with the ultimate goal of providing a safe working environment for our customers while using products and components which are both physically and environmentally safe.

TAB 3 requirements were deleted in their entirety per Addenda No. 1

Note: While Tab 3 requirements were deleted by Addendum please be advised that Curry Controls Company (CCC) holds the following certifications originally requested by RFP 16-107.

- 1. A registered P.E. in the State of Florida on staff*
- 2. A Schneider Electric Alliance Program partner*
- 3. A GE Solutions Provider Program Partner*
- 4. A VTScada Certified Advanced Solution Provider*
- 5. A Cisco Certified Network Associate (CCNA) on Staff (CCC does not currently have a CCNA on staff)*
- 6. A Microsoft Certified Professional (MCP) or Microsoft Certified System Engineer (MCSE) on Staff*
- 7. A BICSI Registered Communications Distribution Designer (CCC does not currently have a BICSI designer on staff)*



Tab 4 – Ability to Perform

Since incorporation in the state of Florida in 1972, Curry Controls Company has progressed in providing its customers a wide range of services and support including general contracting, electrical contracting, systems engineering, programming, systems integration, panel fabrication services, field service, training, and extended maintenance and support.

Curry Controls Company has Professional Engineers on staff and provides complete Electrical and Controls engineering services. The Controls Engineering Division of Curry Controls Company designs “state- of-the-art” control systems for a wide range of applications. We have a talented team of professionals with the technical background required to provide the technical services outlined in this RFP.

Among these employees are:

Registered Professional Engineers	1	
Electrical Engineers	7	
Mechanical Engineers	2	
Chemical Engineers	3	<i>Our staff can meet the</i>
Computer Programmers	3	<i>needs of General</i>
Computer Network Specialist	2	<i>Construction, Electrical</i>
Engineering Designers	3	<i>Construction, Electrical</i>
Project Managers	8	<i>and Controls Engineering.</i>
Certified General Contractors	1	
Certified Electrical Contractors	2	
Field/Start-up Engineers	4	
Electrical Workers	10	

- 1) The proposed/potential project team outlined below has been selected based on the overall Technical Competency requirements of the RFP. These individuals represent approximately 35% of our current staff, additional resources may be assigned to support the proposed project team as required.

Specifically, the individuals identified below collectively meet or exceed all aspects of the SCADA technical expertise required to design, maintain, inspect, and implement SCADA systems comprised of the various PLC hardware, HMI software, and network communications identified in the RFP.



Proposed Project Team Members

Proposed Curry Controls Team Member		Project Manager	Documentation and Drafting	SCADA System Engineer	Control System Network & Instrumentation	Florida Licensed Electrician	Florida PE	Notes:
Name	Experience (yrs)							
Mike Hixon	38	✓	✓	✓	✓			
Scott Cyphert	35	✓		✓	✓	✓		
Keith Thompson	16	✓	✓	✓	✓			1,3,4
Donald Schlicht	25	✓	✓	✓	✓		✓	1,2,3,4,5,6
John Mullins	40		✓		✓			4
John Beeson	17			✓	✓			2,3,5
Eric Sullivan	16	✓	✓	✓	✓	✓		1,2,3
Dan Parker	25	✓	✓	✓	✓			1,3,4,6
Ralph Borgsmiller	38	✓	✓	✓	✓			1,2,3
James Toney	18		✓		✓			4
Chuck Maxwell	21	✓		✓	✓			1,3,4,5
Jennifer Waymire	12	✓		✓	✓			2
Bill McCarley	38				✓			3,6

Notes:

1. PLC programming specialist proficient in one (1) or more of the specified platforms
2. HMI specialist proficient in one (1) or more of the specified platforms
3. Industrial communication specialist in one (1) or more of the specified networks
4. Designer proficient in design of UL 508 industrial control panels
5. Cellular Modem Communications experience
6. Instrumentation specialist

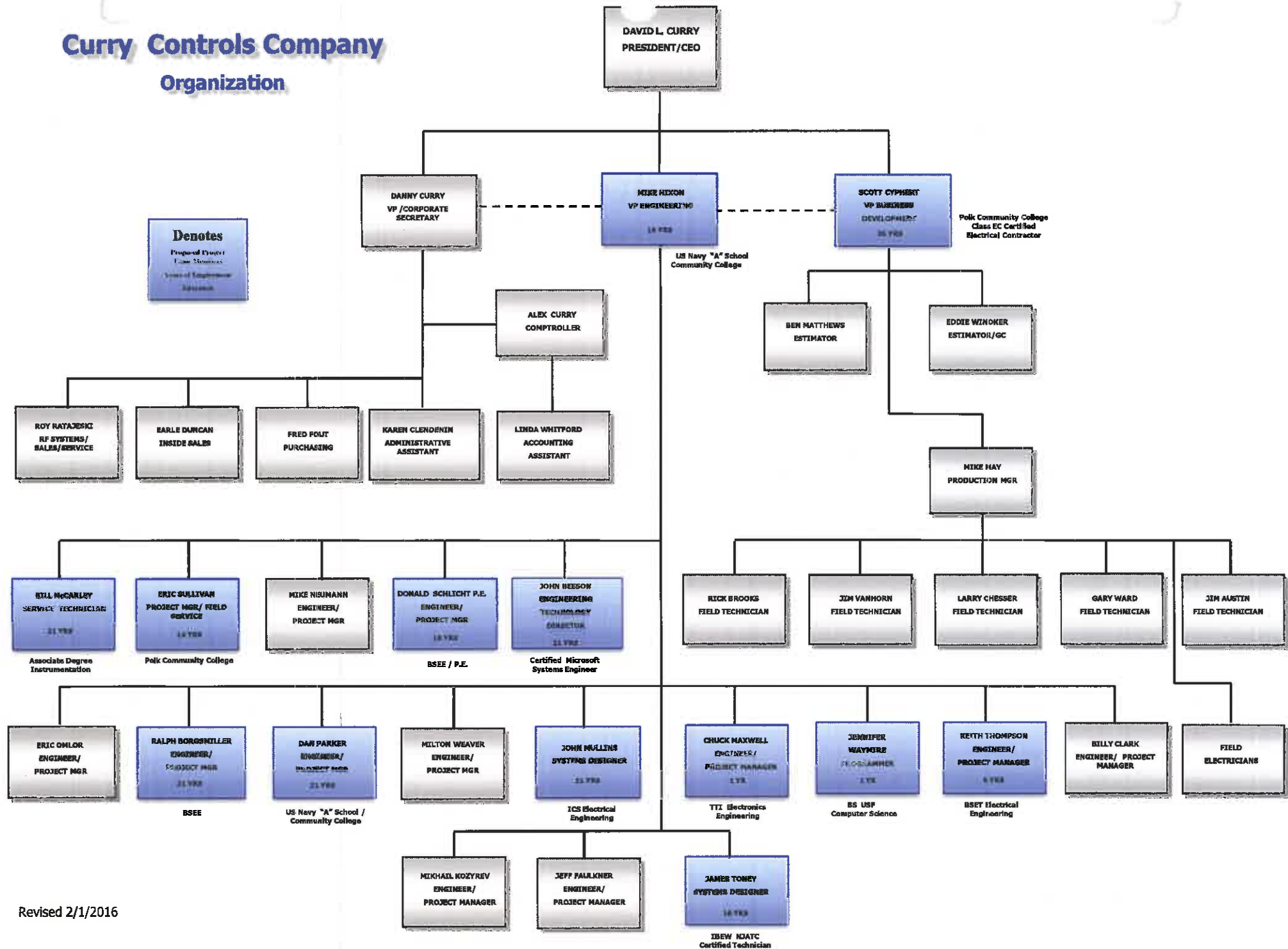


- 2) Key members of the proposed project team that have the technical ability to provide engineering and technical services associated with modifications, repairs, and replacement of PLC's, control panels including layout and wiring, RTU's, network configuration, server configuration, electrical systems, and computer and SCADA software are:
 - Mr. Donald Schlicht PE
 - Mr. Ralph Borgsmiller
 - Mr. John Beeson
 - Mr. Keith Thompson
- 3) (Corporate Organizational chart include herein)
- 4) It is mutually understood and confirmed that more that 75% of all work described in each competency group identified in this Proposal, i.e. SCADA, Electrical, Instrumentation, and Server and Networking must be completed with in house staff. Curry Controls Company is a State Licensed Professional Engineer, General Contractor, Electrical Contractor, and maintains a UL 508 production facility for industrial control panels, making our firm uniquely qualified to perform the scope of services outlined in this proposal with in house staff.
- 5) Based on information available at this time Curry Controls Company does not anticipate the use of sub-contractors or sub-consultants.
- 6) With respect to Emergency Response capabilities, our staff routinely provides 24 hours support services to our customers. Maintenance Contracts inclusive of emergency support services are currently in place and ongoing with, the City of Lakeland, Orange County Utilities, and the City of Port St. Lucie. With our office located in Lakeland, Florida response time will not exceed one (1) hour to most Polk County facilities.

It should be noted that Curry Controls Company has provided, and continues to provide, emergency support services to Polk County Utilities. Our current personnel provides "after hours" on call SCADA support services typically on a bi-weekly basis, or as requested by the County. Typical duration for Curry Controls on call personnel is one week, commencing at 5:00 PM on Monday thru the following Monday. Emergency contact information for all key personnel identified in this proposal will be provided and updated on a weekly basis.

Curry Controls Company

Organization



Revised 2/1/2016

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Schlicht, Donald PE	Instrumentation & Controls \ SCADA	24	17

15. FIRM NAME AND LOCATION (City and State)



Curry Controls Company
4245 South Pipkin Road
Lakeland, Florida 33811

16. EDUCATION (DEGREE AND SPECIALIZATION)

BS / Electrical Engineering / Rice University

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

PE / FL / 55412
PE / GA / 27604

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Allen-Bradley PLC 5 Advanced Programming, Allen-Bradley 1336 Drive Configuration and Maintenance, Rockwell Software RSVIEW HMI, Intellution iFix DMACS HMI, GE PLC training, Allen-Bradley ControlLogix PLC Programming

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Polk County Utilities Fast Track Improvement Project Polk County, Florida		2002
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager and Senior Instrumentation & Controls Engineer. Managed, Designed, Programmed, and started up a control, instrumentation and SCADA system for improvement of an existing 2 MGD waste water treatment facility. This project included control of aeration mixers, effluent transfer pumps, high service reuse pumps, sludge stabilization and ground storage control. Performed programming services for all GE 90-30 PLC's, and developed a graphical user interface (Intellution iFix) for all associated processes. Contract Fee: \$138,000.00		
b.	7.0 MGD Lime Softening WTP Bartow, Florida		2002
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager & Controls Engineer for the City of Bartow's 7.0 MGD Lime Softening WTP. Curry Controls Company supplied and commissioned the Plant Control System for the City of Bartow, FL 7.0 MGD Lime Softening Water Treatment Plant. Scope included providing four (4) WTP PLC control panels, four (4) production well PLC control panels, various level, pressure and flow instruments and three SCADA computers. All control panels are networked together using a redundant fiber optic Ethernet network. Products provided included Allen-Bradley ControlLogix PLC hardware and Rockwell Automation RSVIEW32 software. Contract Fee: \$668,000.00		
c.	Scott Candler WTP DeKalb County, Georgia		2007
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager and Controls Engineer for the Scott Candler WTP, the largest surface water treatment plant in the Southeast. Responsibilities included final SCADA system design, programming of Allen-Bradley PLC's and RSVIEW HMI, controls network design and implementation. This plant included more than 20 servers, 11 PLCs, 43 separate networks including Profibus, ControlNet, DeviceNet and Ethernet. This project also included fieldbus control of all MCC's and field instrumentation. Contract Fee: \$4,597,000.00		
d.	Implementation of the Strategic Information System (ISIS) SCADA Master Plan DeKalb County, Georgia		2007
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager and Controls Engineer for the ISIS SCADA Master Plan project. Responsible for implementation of a SCADA system for the County's sewer flow monitoring system, Modification to the Pole Bridge Creek WWTP SCADA system including complete PLC replacement and HMI upgrades using Siemens PLC's and Wonderware HMI. Contract also required replacement of over forty (40) remote telemetry units within the distribution system and addition of approximately seven (7) pressure monitoring sites within the distribution system. Contract Fee: \$4,015,300.00		

(1) TITLE AND LOCATION (City and State) Clayton County Wastewater SCADA Improvement	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) 2004
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager and Senior Controls Engineer. Managed, designed, programmed and started up a waste water lift station RTU/SCADA System for the entire County of Clayton, Georgia. This SCADA system consisted of over 32 PLC based RTU's utilizing Allen-Bradley MicroLogix PLC's, a pair of redundant SCADA Servers and remote access to the SCADA data. Curry Controls Company was the Prime Contractor for this project. Contract Fee: \$1,254,000.00	☒ Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Borgsmiller, Ralph E	13. ROLE IN THIS CONTRACT Instrumentation & Controls \ SCADA	14. YEARS EXPERIENCE	
		a. TOTAL 43	b. WITH CURRENT FIRM 31

15. FIRM NAME AND LOCATION (City and State)



Curry Controls Company
4245 South Pipkin Road
Lakeland, Florida 33811

16. EDUCATION (DEGREE AND SPECIALIZATION)

BS / Electrical Engineering / Southern Illinois University

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

N/A

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Schneider-Modicon Concept PLC Programming, Schneider-Modicon ProWorx 32 PLC Programming, Schneider CiTect SCADA HMI, Intellution iFix DMACS HMI

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	AT&T / Lucent Technologies Polk County, Florida (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer responsible for designing a PLC based control system to replace an obsolete DCS system for an Ultrapure Water Treatment facility supporting a semiconductor manufacturing facility. Design included a UNIX based X Windows graphical interface integrated with programmable logic controllers. Contract Fee: \$1,425,300.00	☒ Check if project performed with current firm	2000
b.	Tamarac SCADA Water Improvement Tamarac, Florida (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Application Engineer responsible for SCADA hardware, software, and RF network equipment selection, configuration, and commissioning. Including programming PLC system to control the City's Water Distribution System, raw water wells, and numerous lift stations. The SCADA system was primarily comprised of Modicon PLC's, Intellution HMI and Motorola RF transceivers. Contract Fee: \$1,254,000.00	☒ Check if project performed with current firm	2003
c.	Hillsborough County SCADA System Hillsborough County, Florida (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer supporting the project team with preparing computer generated engineered shop drawings, and as-built documentation including control panel assembly drawings, end-to-end wiring diagrams, custom PLC programs that sequenced numerous pumps, motors, VFD's, etc. at over 163 remote lift station locations throughout the County. Responsible for assisting project team with coordination of control systems without impact to the facility operations. Contract Fee: \$5,530,900.00	☒ Check if project performed with current firm	2007
d.	Electrical and SCADA Improvements – Water Treatment Orange County, Florida (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Project Engineer for this design/build contract responsible for all aspects of the project. Specifically engineering shop drawings, and as-built documentation including control panel assembly drawings, end-to-end wiring diagrams, fiber optic and copper network diagrams, control system diagrams, PLC programs, and O&M manuals. The project also required intensive coordination associated with extensive demolition and replacement of low voltage MCC's & Automatic Transfer Switches (ATS) at four (4) WTP sites, and total demolition and replacement of control systems at seven (7) each WTP sites. Access control system (Lenel) responsibilities included supervision and installation of card readers, new gates, electric gate operators, and embedded road sensors as required at each facility, with remote access from the County's remote monitoring location. Contract Fee: \$4,000,079.00	☒ Check if project performed with current firm	2009

e	(1) TITLE AND LOCATION (City and State) Southern Regional WTP Improvements. <i>Orange County, Florida</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) 2011
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Senior Project Manager and Controls Engineer responsible for overall project management and design. Responsibilities included control panel design, field instrumentation, fiber optic network design, and integration of both Lenel access control systems and CCTV into the plant wide SCADA system. Supported the applications engineers with development and deployment, and coordination of HMI applications at SRWTP as well as the remote operator station upgrades located at the County's Eastern Regional WTP, the central monitoring location for all County WTP facilities. Contract Fee: \$1,951,400.00		
f	(1) TITLE AND LOCATION (City and State) Northwest Reclamation Phase IIIA Expansion-Electrical and SCADA Improvements – Waste Water Treatment <i>Orange County, Florida</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) 2014
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Senior Project Manager and Controls Engineer responsible for overall project management and design. Responsibilities included control panel design, field instrumentation, fiber optic network design, and integration of the database from various suppliers into the IFIX System. The suppliers included Blower Panel PLCs, Generator/Switchgear PLCs, and Power Monitors. The scope also included modification of existing onsite PLC programs plus the programming and provision of one Process PLC to complement the BNR #3 Blower PLC and related Plant Processes. Contract Fee: \$665,346.92		
g	(1) TITLE AND LOCATION (City and State) Western Regional Phase IIIA Expansion-Electrical and SCADA Improvements – Water Treatment <i>Orange County, Florida</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) 2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Senior Project Manager and Controls Engineer responsible for overall project management and design. Responsibilities included the design and replacement of eight Well PLC Control panels, associated field instrumentation, fiber optic network design, and database integration into the IFIX System. The project also involved the provision of a computer rack assembly, IFIX Terminal Server, and associated Thin Clients. The final major component included the replacement of the Chlorine Gas System with a Sodium Hypochlorite PLC system and all required PLC/HMI work for this NaOCl system. Contract Fee: \$872,391.88		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Keith Thompson	Project/Field Engineer	31	5

15. FIRM NAME AND LOCATION (City and State)

Curry Controls Lakeland, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)

BSET Electrical Engineering Technology – Purdue Univ.

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

None

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) / 8 mos

Siemens Step7 Programming, Siemens General Purpose Drive Programming, Schneider Citect SCADA programming, Allen Bradley RSLogix Programming.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Polk County NERWWTF Expansion Project Davenport, FL	2012	2012
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Engineer. Assisted in the programming and startup of controls, instrumentation and SCADA for a \$2,292,952 expansion project. This included a new plant-wide Siemens PLC control system and profibus instrumentation throughout the plant.		
Polk County NERWWTF Biosolids Facility Davenport, FL	2012	2012
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Engineer. Performed all PLC programming and startup of this \$120K addition to the NERWWTF Expansion Project above. This project added a dewatering facility consisting of 2 90-GPM screw presses, oscillating discharge conveyors, polymer feed controllers and weigh scales.		
Orange County Utilities Sand Lake Rd. Digester Improvement Project Orlando, FL	2014	2014
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager & Controls Engineer. Managed, designed, and performed all PLC programming, OIT programming and startup for \$90K Digester Improvement Project. This project involved adding new field instrumentation to monitor new floating covers and gas recovery system on digester tanks.		
Kennedy Space Center Water & Wastewater Revitalization Project – Phase 3 Titusville, FL	2015	2015
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager & Controls Engineer. Managing, designing, and programming PLCs and OITs on \$200K project to add Water Pumping Station, Ground Storage Facility, and Water Quality Monitoring Station. This project is using SLC 505 PLCs, Maple System OITs and Citect SCADA system updates.		
Kennedy Space Center Chiller Controls Improvement Project Titusville, FL	99% Complete	99% Complete
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Assigned as Project Manager/Controls Engineer for \$1.4M project to replace existing DDC-based Chiller Water control system with PLC-based control system and new SCADA server hardware. This project includes Modicon Quantum PLCs, Magellis OITs and Citect SCADA system.		

RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

NAME	ROLE IN THIS CONTRACT	YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Beeson, John E	SCADA/ Networking / Cyber Security	26	21

FIRM NAME AND LOCATION (City and State)



Curry Controls Company
4245 South Pipkin Road
Lakeland, Florida 33811

EDUCATION (DEGREE AND SPECIALIZATION)

CISSP - Certified Information System Security Professional
GICSP - Global Industrial Cyber Security Professional
OSCP - Offensive Security Certified Professional
CEHv7 - Certified Ethical Hacker
AS - Electrical Construction and Instrumentation
Microsoft Certified Systems Engineer
Microsoft Certified Professional + Internet
Comp TIA Network + Certification

CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

N/A

OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Wonderware Integration Training, VTS SCADA Integrator certification, Allen-Bradley PLC 5 Advanced Programming, , Rockwell Software RSView HMI, Proficy iFix, GE PLC training, Schneider-Modicon PLC Programming, Schneider CiTect SCADA HMI, Allen-Bradley ControlLogix PLC Programming, OSCP Certification

RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Polk County Utilities Fast Track Improvement Project <i>Polk County, Florida</i>		2002
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Application Engineer responsible for SCADA hardware, software, and network equipment selection, configuration, and commissioning for improvement of an existing 2 MGD waste water treatment facility. This project included control of aeration mixers, effluent transfer pumps, high service reuse pumps, sludge stabilization and ground storage control. Performed application engineer services and developed a graphical user interface (<i>Intellution iFix</i>) for all associated processes. Contract Fee: \$138,000.00		
b.	Implementation of the Strategic Information System (ISIS) SCADA Master Plan <i>Orange County, Florida</i>		2007
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project application engineer responsible for overseeing modifications to the Pole Bridge Creek WTP SCADA system with particular emphasis to HMI development utilizing Wonderware HMI. Also responsible for configuration and deployment of networked SCADA servers. Additional duties included coordinating existing HMI database with new RTU's as associated with replacement of over forty (40) remote telemetry units within the distribution system. Contract Fee: \$4,015,300.00		
c.	Electrical and SCADA Improvements - Water Treatment		2009
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Application Engineer supporting the project team with development, deployment, and coordination of HMI applications and Lenel access control systems as associated with new control systems at each of the seven (7) Water Treatment Plant locations associated with this contract. Development duties required custom graphical screens utilizing GE Proficy iFix (Intellution) SCADA software sequenced over a thousand control system components including but not limited to pumps, motors, VFD's, etc. plus incorporating existing HMI graphics for over fourteen (14) existing Water Treatment Plant locations throughout the County. Successfully coordinated these installations around the operating constraints of the Utility Operations without interruption of daily operations.		
d.	Southern Regional WTP Improvements. <i>Orange County, Florida</i>		2012
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Application/Network Engineer responsible for development, deployment of the SCADA application at SRWSF as well as the remote operator station upgrades located at the County's Eastern Regional WTP, the central monitoring location for all County WTP facilities. Duties included selection, deployment, configuration of all SCADA servers and workstations, graphical screen development for SRWSF and ERWSF, and networking of Lenel access control systems and CCTV's into the plant wide SCADA system. HMI development duties required custom graphic screens utilizing GE Proficy iFix SCADA software for all plant process. Contract Fee: \$1,951,400.00					
(1) TITLE AND LOCATION (City and State) Polk County Utilities North East Improvement Project <i>Polk County, Florida</i>	(2) YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (If applicable)</td> </tr> <tr> <td></td> <td>2014</td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)		2014
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)				
	2014				
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Application Engineer responsible for SCADA hardware, software, and network equipment selection, configuration, and commissioning for improvement of an existing waste water treatment facility. This project included control of aeration mixers, effluent transfer pumps, high service reuse pumps, sludge stabilization and ground storage control. Performed application engineer services and developed a graphical user interface (GE Proficy iFix) for all associated processes. Contract Fee: \$2,292,952					



Tab 5 - Previous Experience

The references submitted herein have been specifically selected to verify Curry Controls experience with respect to the competency areas identified in RFP 16-107, i.e....

- PLC programming in Ladder logic and Function Block
 - *All submitted references meet this requirement. References 1-5 utilized Schneider/Modicon PLC products, and reference 6 utilized a Rockwell/Allen-Bradley ControlLogix PLC platform.*
- HMI Programming with GE iFix
 - *References 1,2,4,5, & 6 meet this requirement. Reference 3 utilized a Schneider/Citect HMI SCADA software*
- Networking of large Ethernet based communications systems across multiple platforms with twenty (20) plus nodes
 - *All submitted references meet this requirement*
- Design and installation of power distribution and motor control equipment.
 - *The Norwood-Oeffler WTP Expansion reference was specifically selected as Curry Controls Company provided, installed, configured, and provided start-up services for Allen-Bradly intelligent (networked) MCC's, VFD's and SSRVS motor starters. The Allen-Bradley MCC equipment package was valued at 860K.*
- Successful management of three (3) or more projects requiring two (2) or more programmer/engineers/IT professionals working concurrently
 - *All submitted references meet this requirement*

1. Southern Regional Water Supply Facility

- **Owner:** Orange County Utilities
9100 Curry Ford Road
Orlando, Florida 32825
- **Contact:** Mr. Paul Wagner (407) 254-9351
- **Description of System:** (See Attachment for this reference)
- **Project Team:**
 - i. Ralph Borgsmiller (*Project Engineer/Manager*)
 - ii. Donald Schlicht (*Project Engineer*)
 - iii. John Beeson (*Network Specialist*)
 - iv. William McCarley (*Sr. Instrumentation Technician*)
 - v. John Mullins (*Designer*)
- **Date of Contract:** Issued: May 2010 / Completed: January 2012
- **Original System Cost:** \$1,945,000.00
- **Final System Cost:** Same as above

"Providing Solutions Since 1972"



2. Western Regional WSF Improvements – Phase 3A

- **Owner:** Orange County Utilities
9100 Curry Ford Road
Orlando, Florida 32825
- **Contact:** Mr. Gary Framo (407) 884-5175
- **Description of System:** (See Attachment for this reference)
- **Project Team:**
 - i. Ralph Borgsmiller (*Project Engineer/Manager*)
 - ii. Eric Sullivan (*Assistant Project Manager*)
 - iii. John Beeson (*Network Specialist*)
 - iv. William McCarley (*Sr. Instrumentation Technician*)
 - v. John Mullins (*Designer*)
- **Date of Contract:** Issued: October 2014 / Completed: Ongoing
- Issued XXXX / Completed 2012
- **Original System Cost:** \$732,000.00
- **Final System Cost:** \$876,000.00 / Due to Owner requested Change Order in the amount of \$144,000.00 to provide and install eight (8) each Wells Control panels, which were not in original contract.

3. Hillsborough County SCADA System

- **Owner:** Hillsborough County Utilities
925 E. Twiggs Street
Tampa, Florida 33602
- **Contact:** Mr. Bob Tisdale
- **Description of System:** (See Attachment for this reference)
- **Project Team:**
 - i. Milton Weaver (*Project Engineer/Manager*)
 - ii. Donald Schlicht (*Project Engineer*)
 - iii. Ralph Borgsmiller (*Project Engineer*)
 - iv. Sonia Flores (*HMI Specialist*)
 - v. John Beeson (*Network Specialist*)
 - vi. William McCarley (*Sr. Instrumentation Technician*)
 - vii. John Mullins (*Designer*)
- **Date of Contract:** Issued: May 2009 / Completed: December 2012
- **Original System Cost:** \$5,530,900.00
- **Final System Cost:** \$5,554,525.00 / After CCC was awarded the base contract, Hillsborough County did request additional services to secure three (3) each 220 MHz radio licenses resulting in an increase of \$23,625.00 to the original contract value. This was funded by AAR-1 (Authorized Allowance Reduction), AAR-1 was the only contract change, requested by the Owner, and was funded via a \$200,000.00 allowance in the original contract.



4. Rangeline Road WTP

- **Owner:** Port St. Lucie Utilities
900 SE Ogden Lane
Port St. Lucie, Florida 34983
- **Contact:** Mr. Brad Macek (772) 873-6400
- **Description of System:** (See Attachment for this reference)
- **Project Team:**
 - i. Eric Omlor (*Project Engineer/Manager*)
 - ii. John Beeson (*Network Specialist*)
 - iii. William McCarley (*Sr. Instrumentation Technician*)
- **Date of Contract:** Issued: January 2008 / Completed: May 2009
- **Original System Cost:** \$154,000.00
- **Final System Cost:** \$195,000.00 / Five (5) each Owner requested Change Orders for additional field instrumentation, a back-up control system for High Service Pumping, and an additional iFix client license, total value for all Change Orders \$41,000.00

5. James E. Anderson RO Treatment Facility

- **Owner:** Port St. Lucie Utilities
900 SE Ogden Lane
Port St. Lucie, Florida 34983
- **Contact:** Mr. Brad Macek (772) 873-6400
- **Description of System:** (See Attachment for this reference)
- **Project Team:**
 - i. Mike Hixon (*Project Manager*)
 - ii. Ralph Borgsmiller (*Project Engineer*)
 - iii. John Beeson (*Network Specialist*)
 - iv. William McCarley (*Sr. Instrumentation Technician*)
 - v. John Mullins (*Designer*)
- **Date of Contract:** Issued: March 2006 / Completed: April 2008
- **Original System Cost:** \$970,000.00
- **Final System Cost:** \$1,050,088.00 / *Owner requested Change Order in the amount of \$80,088.00 for additional instrumentation not specified in original contract documents.*



6. Norwood-Oeffler WTP Expansion

- **Owner:** City of North Miami Beach
19150 NW 8th Avenue
Miami Gardens, Florida 33169
- **Contact:** Mr. Gary Garofalo (305) 650-0000
- **Description of System:** (See Attachment for this reference)
- **Project Team:**
 - i. Dan Parker (*Project Manager/Engineer*)
 - ii. Eric Omlor (*Project Engineer*)
 - iii. Steve Flores (*PLC Specialist*)
 - iv. Dolly Alba (*HMI Specialist*)
 - v. John Beeson (*Network Specialist*)
 - vi. William McCarley (*Sr. Instrumentation Technician*)
 - vii. John Mullins (*Designer*)
- **Date of Contract:** Issued: April 2005 / Completed: January 2009
- **Original System Cost:** \$2,310,000.00
- **Final System Cost:** Same as above

Previous Experience & Project References w/ Polk County

With respect to work performed for Polk County, Curry Controls Company (CCC) has a proven track record of providing Polk County the very “*Scope of Services*” outlined in RFP 16-107. Since 2008 CCC has been actively engaged in assisting the County with various SCADA related services, from 2008 to date we have participated in numerous County projects with a combined value of over 8.8 million dollars. A summary of the specific projects is included herein. Our experience track record with the County will facilitate our ability to provide a team that has extensive knowledge of many existing County control systems.

We have included two (2) supplemental references for Polk County projects under Tab 5A which demonstrates our technical experience in the various competency areas as requested in this RFP. Specifically:

- *Reference No. 7 – North East Regional WWTF / Polk County Utilities*
- *Reference No. 8 – South County Jail / Polk County Sheriff's Department*

CURRY CONTROLS COMPANY
Completed Job Status
2008 to Present

Curry Controls Project	Job Description	Owner	Sale Price	Job Status
Completed Projects 2008				
J088066	North Central Landfill Phase II Slope Toe Closure	Polk County Solid Waste	\$30,246.00	100%
J088090	Polk South County Jail Phase III	Polk County Sheriff's Dept.	\$2,804,956.00	100%
Completed Projects 2009				
J098105	Polk County NE Reg WWTF	Polk County Utilities	\$2,154,310.00	100%
J098106	NCLF Leachate Storage Tank Sewer & Connection	Polk County Solid Waste	\$69,161.00	100%
J098201	Polk County NE Reg ODP	Polk County Utilities	\$1,120,343.00	100%
2010 Completed Projects				
J108289	PO 208072-035/material for J098105	Polk County Utilities	\$131,679.40	100%
2012 Completed Projects				
J128538	North Central Reg Landfill	Polk County Solid Waste	\$9,468.00	100%
J128541	Imperial Lakes Irrigation Pump Station	Polk County Utilities	\$4,995.00	100%
J128550	PCU NERWWTF Biosolids Upgrade	Polk County Utilities	\$75,400.00	100%
J128578	North Central Landfill Sewer Connection	Polk County Solid Waste	\$4,000.00	100%
J128588	Upgrade to intercom controls	Polk County Sheriff's Dept.	\$7,942.00	100%
2013 Completed Projects				
J138646	Pollard Road WPF	Polk County Utilities	\$259,925.00	100%
J138700	Everglades Pump Station	Polk County Solid Waste	\$9,302.00	100%
J138718	SW Regional WWTF PLC Replacement	Polk County Utilities	\$559,650.00	100%
2014 Completed Projects				
J148738	Del Webb Phase 2A	Polk County Utilities	\$36,200.00	100%
J148758	Lift Station 18 Rehabilitation	Polk County Utilities	\$28,800.00	100%
J148787	NW Regional WWTF ASR Well	Polk County Utilities	\$425,682.00	90%
J148801	NE Regional Chemical Pump Upgrades	Polk County Utilities	\$14,902.00	90%
J148814	NWRWWTF Chlorination I&C Upgrades	Polk County Utilities	\$185,982.00	90%
J148838	Base 1 Server Improvements	Polk County Utilities	\$116,375.00	90%
2015 Completed Projects				
J158852	SW Regional WWTF High Service Pump Improvements	Polk County Utilities	\$153,013.00	95%
J158858	Sludge Blanket Control Panel / NERWWTF	Polk County Utilities	\$18,645.00	100%
J158866	Libby Road WTP GAC Filter	Polk County Utilities	\$333,467.00	90%
J158870	PCU Lift Station 84	Polk County Utilities	\$58,740.00	90%
J158876	PCU Lift Station 69	Polk County Utilities	\$59,129.00	75%
J158885	North Central Landfill Leachate Bypass Valving	Polk County Solid Waste	\$28,971.00	100%
J158917	PCU Lift Station 45	Polk County Utilities	\$66,729.00	Ongoing
J158918	Telog PRV Monitoring	Polk County Utilities	\$121,278.00	Ongoing
J158919	SCADA On call Support Services	Polk County Utilities	TBD	Ongoing

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		EXAMPLE PROJECT ID NUMBER 1
TITLE AND LOCATION (City and State) Orange County Utilities Southern Regional WSF Project Orlando, FL 32825		YEAR COMPLETED 2012
PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Orange County Utilities Client Address	b. POINT OF CONTACT NAME Paul Wagner Southern Regional Director	c. POINT OF CONTACT TELEPHONE NUMBER (407) 497-6575 Paul.Wagner@ocfl.net

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost.)

Orange County's Southern Regional Water Supply Facility is their newest state of the art plant. With 6 wells capable of producing 30 million gallons of treated drinking water a day. Onsite storage of 10 million gallons allows the plant to supply water to 21 thousand businesses and homes in the area.

Liquid Oxygen and Tanks and Vaporizers for the Ozone System



The process represents a new direction in the production of clean drinking water. Using a modern Ozone disinfection process, it allows the water to be treated with reduced quantity of chemicals. Driven by the need to work more cost effectively and safely. The plant is a first of its kind in the area to use Ozone. This allows the reduction in alternative disinfection techniques such as Chlorination and Ph correction, resulting in cost savings and reliability.

Fuji Ozone Generator



The County has implemented a centralized architecture allowing coordination and control of all of the county's production facilities from a master control room. Based on a proven platform of Modicon PLC's and GE Prophecy I/FIX HMI, the plant is controlled by a network of 13 separate PLC controllers. Communications and coordination of processes take place over a self-healing fiber optic network installed throughout the site. Using thin client technologies and 4 master servers, the county has realized additional cost savings with less maintenance and operation costs in maintaining the HMI servers. Licensing and hardware costs are reduced by using a combination of thin clients and terminal server licensing to allow control from multiple locations. An iHistorian server allows the reliable collection of process data and allows the automatic generation of compliance reporting.

Total Contract Price \$1,945,000.00

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EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		EXAMPLE PROJECT KEY NUMBER
TITLE AND LOCATION (City and State) Western Regional WSF Improvements – Phase 3A Orange County Utilities Orlando, FL 32818		YEAR COMPLETED 2014 / Ongoing
PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Orange County Utilities 9100 Curry Ford Road Orlando, Florida 32825	b. POINT OF CONTACT NAME Mr. Gary Framo Western Regional Director	c. POINT OF CONTACT TELEPHONE NUMBER (407) 884-5175 Gary.Framo@ocfl.net
BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)		

This project included the construction of a new facilities operations building, demolition and removal of gaseous chlorine systems and conversion to bulk sodium hypochlorite, new chlorine mixers, and new effluent metering.

The major instrument and control upgrades included the following.

1. Complete replacement of the eight Well Panels on the property; the installation took place over a four week period allowing assimilation of the new panels one at a time so the plant could continue operating seamlessly. The new panels included an onboard Modicon PLC Ethernet module and eliminated an Ethernet to RS232 gateway.
2. A complete rewrite of the HSP PLC program per the Owner's request. The rewritten program allowed the interlocks between the Wells with the GSTs to work with the original as well as the new panels since there would be the four week transition period mentioned above.
3. A new Operations Building was also included in this project; Curry Controls' involvement in this building included the following:
 - a. Layout and Engineering design for a computer rack system encompassing the fiber Ethernet backbone of the plant.
 - b. The addition of a Terminal Server for the IFIX SCADA system plus relocation of the redundant IFIX I/O Servers.
 - c. The provision of an Evans Console for the other standalone computers and printers for this area.
 - d. The provision of Advantech Thin Clients to interface with the Terminal Server.
 - e. The provision of a 20 KVA UPS for the computer rack system.
4. A new Sodium Hypochlorite Building was also a portion of this project; Curry Controls' involvement included a Modicon PLC panel, programming thereof, plus flow & pressure monitoring instruments for the 4 Pre-Chlorine and 3 Post Chlorine metering pumps.

The County has established and implemented numerous Standards, such as centralized architecture allowing coordination and control of all of the County's production facilities from a master control room located at the Eastern Regional WSF facilities. Based on a proven platform of Modicon PLC's and GE Prophecy IFIX HMI, the plant is controlled by a network of 12 separate PLC controllers. Communications and coordination of processes take place over a self-healing fiber optic network installed throughout the site. Using thin client technologies and 4 master servers, the county has realized additional cost savings with less maintenance and operation costs in maintaining the HMI servers. Licensing and hardware costs are reduced by using a combination of thin clients and terminal server licensing to allow control from multiple locations. An iHistorian server allows the reliable collection of process data and allows the automatic generation of compliance reporting.

Total Contract Price \$876,000.00

**EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S
QUALIFICATIONS FOR THIS CONTRACT**

EXAMPLE PROJECT KEY NUMBER

3

TITLE AND LOCATION (City and State)	YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Hillsborough County SCADA System Hillsborough County, FL		2009

PROJECT OWNER'S INFORMATION		
PROJECT OWNER	POINT OF CONTACT NAME	POINT OF CONTACT TELEPHONE NUMBER
Hillsborough County BOCC 952 East Twiggs St Tampa, FL 33602	Mr. Bob Tisdale	(813) 276-2277 tisdaleh@hillsboroughcounty.org

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost.)



This project was completed in June 2011. All work was performed as a prime contractor. It is relevant as the overall scope of work for this project consisted preparing computer generated engineering shop drawings, and as-built documentation including control panel assembly drawings, end-to-end wiring diagrams, fiber optic and copper network diagrams, control system diagrams, PLC programs, and O&M manuals. It is additionally relevant that custom control panels were fabricated utilizing Modicon Quantum PLC's which included FAT testing using input simulated to represent field conditions, and the work included installing, calibrating, and integrating pressure and level transmitters, and VFD drives. Custom PLC programs and custom graphical screens utilizing Citect SCADA software that sequenced numerous pumps, motor, VFD's, etc. at over 163 remote lift station locations throughout the County. Three (3) redundant Citect SCADA servers, serving as three (3) independent central control host sites, with redundant fail over capabilities, were deployed and integrated onto a common network supporting over 163 Modicon PLC's. A single dedicated data Management Server (DMS) provided historical data collection from the entire network. The DMS server provided utilized Citect SCADA Reports and Microsoft sequel server. UPS's providing a back-up power source were installed at all three (3) redundant host sites. Complete electrical installation services were provided including conduit, connectors, control panels, j-boxes, interfacing with existing Owner equipment. Typical circuit voltages associated with the project equipment included 240 – 480 VAC, 3 phase. Construction services provided in this contract included complete design and installation of three (3) each 180 foot self-supporting towers to facilitate RF communications to the remote RTU locations, and between each of the three aforementioned control host sites.

CURRY CONTROLS COMPANY (CCC) closely coordinated with Hillsborough County Utilities personnel to coordinate integration of telemetry controls at one hundred and sixty three (163) lift station sites associated with this contract. These installations were planned around the operating constraints of Utility Operations and occurred successfully without interruption of daily operations. CCC performed all work associated with this contract with no safety violations. This project demonstrates CCC's ability to successfully execute multiple pre-arranged outages with minimal impact to the facility operations and occupants.

CCC successfully completed this \$5,530,900.00 contract without any Change Orders. After CCC was awarded the base contract, Hillsborough County did request additional services to secure three (3) each 220 MHz radio licenses resulting in an increase of \$23,625.00 to the original contract value. This was funded by AAR-1 (Authorized Allowance Reduction), AAR-1 was the only contract change, requested by the Owner, and was funded via a \$200,000.00 allowance in the original contract.

At the Owners request, CCC negotiated a contract extension due to coordination issues with other major County projects. CCC agreed to the contract extension and remained mobilized for an additional twenty-four (24) months at no additional cost to the Owner.

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 4
TITLE AND LOCATION (City and State) Rangeline Road WTP Port St. Lucie, Florida	PROFESSIONAL SERVICES	YEAR COMPLETED CONSTRUCTION (if applicable) 2009
PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City of Port St. Lucie 900 SE Ogden Lane Port St Lucie, FL 34983	b. POINT OF CONTACT NAME Brad Macek	c. POINT OF CONTACT TELEPHONE NUMBER (772) 873-6412 BMacek@cityofpsl.com
BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost.)		

SCOPE: The project consisted of developing and controlling high service pumping operations based on PLC control logic with a standalone back-up controller for emergency operations. Other aspects of this project included but not limited controlling of the Ground Storage Tank filling and backfilling operations, Chlorine & Ammonia Distribution Injection Control, Chlorine & Ammonia Ground Storage Injections Control, monitoring of the generator fuel storage system, monitoring of the standby generators via Modbus communications, develop and implement local and remote SCADA Control and alarming.

PLC Manufacture used: Modicon Quantum Series
 SCADA Software used: GE Proficy iFix
 Back-up Controller used: Honeywell UDC 3500

COST: \$195,000



**EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S
QUALIFICATIONS FOR THIS CONTRACT**

EXAMPLE PROJECT KEY NUMBER

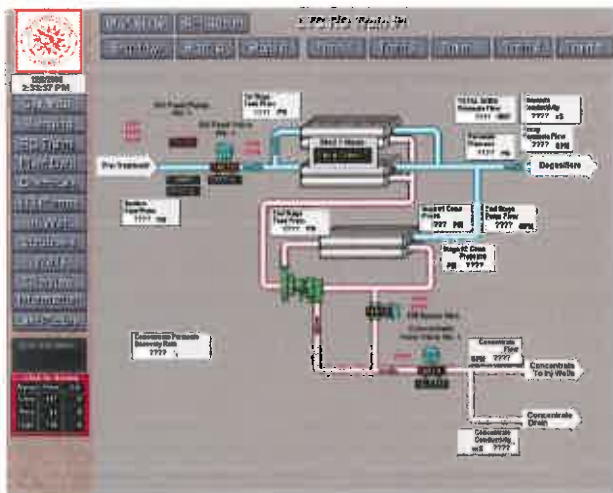
5

TITLE AND LOCATION (City and State)		YEAR COMPLETED
James E. Anderson RO Treatment Plant Port St. Lucie, Florida		CONSTRUCTION <i>(if applicable)</i> 2006
PROJECT OWNER'S INFORMATION		
PROJECT OWNER	POINT OF CONTACT NAME	POINT OF CONTACT TELEPHONE NUMBER
City of Port St. Lucie City Hall 121 S.W. Port St. Lucie Blvd Port St. Lucie, FL 34984	Brad Macek	(772) 873-6412 bmacek@cityofpsl.com

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and role)*

The project was an expansion of the James E. Anderson RO Water Treatment Plant. The plant had 3 existing RO skids, capable of producing 6.75 MGD. The existing skids had to be operational during the expansion of the plant. This project added 7 additional RO skids and 7 additional wells bringing the plant capacity to 22.5 MGD. Curry Controls provided the field instrumentation, PLC Controls System, and the HMI Interface for control and monitoring of the plant process. In addition, Curry Controls provided 7 Pump Control Panels and 7 RTU panels for control and monitoring of the additional Pump Control Panels. The PLC is a Modicon Quantum series PLC and the HMI is the GE Intellution iFix graphical Interface software. Curry Controls provided the PLC and HMI programming, Instrumentation Calibration and Startup and commissioning for the project.

The project budget for the Instrumentation and Control portion of the project was \$1,050,088.



**EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S
QUALIFICATIONS FOR THIS CONTRACT**

EXAMPLE PROJECT KEY NUMBER

6

TITLE AND LOCATION (City and State)

**Norwood-Oeffler WTP Expansion
North Miami Beach, Florida**

PROFESSIONAL SERVICES

N/A

YEAR COMPLETED

CONSTRUCTION (if applicable)

2009

PROJECT OWNER'S INFORMATION

PROJECT OWNER

**City of North Miami Beach
19150 NW 8th Ave.,
Miami Gardens, FL 33169**

POINT OF CONTACT NAME

**Mr. Gary Garofalo
Operations Manager II**

POINT OF CONTACT TELEPHONE NUMBER

**(305) 650-0000
Gary.Garofalo@CityNMB.com**

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost.)



Plant expansion project to 37 MGD production capacity with additional treatment capacity provided by Nanofiltration and Low-pressure Reverse Osmosis.

Curry Controls Company provided the Process Instrumentation & Control System (PICS) to include the following components:

- Intellution/GE Proficy iFix SCADA HMI redundant servers with multiple operator work stations
- Allen-Bradley ControlLogix-based PLC control panels
- Allen-Bradley CenterLine Motor Control Centers (smart)
- Allen-Bradley PowerFlex Variable Frequency Drive (VFD)
- Allen-Bradley SMC solid-state, reduced voltage starter (SSRVS)
- Emerson/Rosemount process instrumentation
- Siemens/Milltronics process instrumentation
- Plant-wide fiber-optic cabling backbone (Corning Cable Systems Certified Installer)
- Specific area fieldbus implementation with DeviceNet and Redundant ControlNet
- Radio telemetry to off-site production well facilities

Services provided:

- HMI/SCADA system development - app. 5000 I/O points
- Water production report generation (using SyTech XLReporter)
- PLC programming (using RSLogix 5000)
- Factory Acceptance Testing (using RSEmulate)
- Fiber optic cabling backbone design with PICS and site security system integration
- I&C System design coordination with third-party packaged system vendors
- Process instrumentation calibration & startup
- Complete system documentation & owner training

Project Cost: \$2,310,000.00 (Curry Controls Company sub-contract amount)

**EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S
QUALIFICATIONS FOR THIS CONTRACT**

EXAMPLE PROJECT KEY NUMBER

7

TITLE AND LOCATION (City and State)		YEAR COMPLETED	
Polk County Northeast Regional WWTF Expansion Davenport, FL			CONSTRUCTION (if applicable) 2009
PROJECT OWNER'S INFORMATION			
PROJECT OWNER	POINT OF CONTACT NAME		POINT OF CONTACT TELEPHONE NUMBER
Polk County Utilities 1011 Jim Keene Winter Haven, FL 33880	Chuck Nichols		(863) 581-0111 charlesnichols@polk-county.net

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, cost, etc.)

Curry Controls Company provided systems integration services for the expansion of the Northeast Regional Wastewater Treatment Facility from 3.0 million gallons per day (mgd) to 6.0 mgd. The facility process improvements included new headworks screening facilities, BNR, RAS/WAS pump station, equalization basin, blowers, filtration, high service pumps, augmentation well, sludge stabilization and dewatering.



System architecture included a centralized PC-based, client-host SCADA application. The SCADA software installed and provided was GE Prophecy iFix (ver. 5.1)

An Engineering work station was provided and configured from an existing OWNER-furnished application server. The Engineering work station software included a development license of the SCADA application in addition to Network Maintenance, Profibus-based process device management, and PLC programming software.

Network services provided included a counter-rotating, redundant media, Wide Area Network (WAN), supporting industrial Ethernet (Profinet or equivalent). The physical communication media between the SCADA application and the process control PLCs was fiber optic between facilities and Category 6 copper wire within the physical structure of a facility.

A centralized, PLC-based, process control system was utilized. The process control system included two (2) Central Processors configured to offer warm-standby operation. Additionally, the plant wide SCADA system interfaced with a PLC-based, medium voltage monitoring and control system, which included Medium voltage

switchgear and the diesel engine driven generators.

Field devices provided included networked EPC control panels, intelligent VFD drives and motor starters for all motors, intelligent field instrumentation, and intelligent motorized actuators for control valves.

Total cost of project \$2,245,000.00.

**EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S
QUALIFICATIONS FOR THIS CONTRACT**

(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)

EXAMPLE PROJECT KEY NUMBER

8

TITLE AND LOCATION (City and State)

**Polk County South Jail
Frostproof, Florida**

YEAR COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION (if applicable)

2011

PROJECT OWNER'S INFORMATION

PROJECT OWNER

**Polk County Florida
1103 US Highway 98 W
Frostproof, Florida**

POINT OF CONTACT NAME

Mr. Joshua Hutton

POINT OF CONTACT TELEPHONE NUMBER

**863-701-6345
JoshuaHutton@polk-county.net**

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

In 2008 Curry Controls was contracted to design and install an Electronic Security System for the Polk County South County Jail. This was a two part upgrade to the jail. This first phase was awarded to Curry Controls at a cost of \$2,623,530.00. The second phase was awarded to Curry Controls in 2010 at a cost of \$1,551,451.00

Scope of work included designing and installing the Electronic Security System for Polk South County Jail using GE Fanuc iFix, Modicon Quantum and M340 PLC's, Cisco switches, integrated with over four-hundred & fifty (450) Pelco Endura CCTV System and Stenofone Intercom System using a PC card programmed in "C" language. The facility is designed to house over fourteen hundred (1400) inmates, access control provided allowed for monitoring and control of over fifteen hundred (1500) independent doorways.

OVERVIEW From the HMI's, the officers on duty are notified of incoming intercom requests by an audible sound coming from the touch screen and the icon for the requesting intercom flashes. The officer then has to press the touch screen to open communications with the substation and the CCTV camera associated with the substation is displayed on the spot monitor so the officer has voice communication and visual indication of who is at the door requesting to be opened, then the icon for the door is pressed to unlock the door.

- 19 iFix HMI's with (25) 32" Touch Screens
- 1 Modicon Quantum PLC
- 7 Modicon M340 PLC's
- 2000 IO Points Wired
- 7 Cisco Switches Over Gigabit Fiber
- 1 Stenofone Alphacom Exchange Server
- 1000 Intercom Substations
- 2 Pelco System Managers
- 1 Pelco ASCII Interface
- 450 Pelco CCTV Cameras



Survey Questionnaire -- Polk County
RFP 16-107, Polk County Supervisory Control and Data Acquisition (SCADA) Services

To: Mr. Paul Wagner Orange County Utilities
 (Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: (407) 254-9351

Email: Paul.Wagner@ocfl.net

Subject: Past Performance Survey of:
Southern Regional WSF Project

Cost of Services: \$1,945,000 (Project Name)
 Date Complete: January 2012

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the company/individual again) and 1 representing that you were very unsatisfied (and would never hire the company/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: _____ Date Completed: _____

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Paul Wagner
 Printed Name of Evaluator

Paul Wagner 1/29/16
 Signature of Evaluator

Please fax or email the completed survey to: ksc@currycontrols.com

Survey Questionnaire – Polk County
RFP 16-107, Polk County Supervisory Control and Data Acquisition (SCADA) Services

To: Mr. Gary Framo Orange County Utilities
 (Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: 407-884-5175

Email: Gary.Framo@ocfl.net

Subject: Past Performance Survey of:
Western Regional WSF Improvement Phase 3A

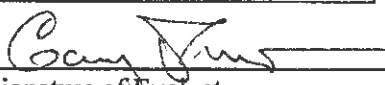
Cost of Services: \$876,000 (Project Name) Ongoing
 Date Complete: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the company/individual again) and 1 representing that you were very unsatisfied (and would never hire the company/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: _____ Date Completed: _____

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Gary Framo
 Printed Name of Evaluator


 Signature of Evaluator

Please fax or email the completed survey to: ksc@currycontrols.com

Survey Questionnaire – Polk County
RFP 16-107, Polk County Supervisory Control and Data Acquisition (SCADA) Services

To: Mr. Bob Tisdale Hillsborough County Utilities
(Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: 813-276-2277 Ext. 43302

Email: TisdaleH@HillsboroughCounty.org

Subject: Past Performance Survey of:
Hillsborough County SCADA System Phase I

Cost of Services: \$5,530,900 (Project Name)
Date Complete: 2009

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the company/individual again) and 1 representing that you were very unsatisfied (and would never hire the company/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: _____ Date Completed: _____

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	8
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	8.5
10	Appropriate application of technology	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Bob Tisdale
Printed Name of Evaluator

Bob Tisdale 1/29/16
Signature of Evaluator

Please fax or email the completed survey to: ksc@currycontrols.com

Survey Questionnaire – Polk County
RFP 16-107, Polk County Supervisory Control and Data Acquisition (SCADA) Services

To: Mr. Brad Macek City of Port St. Lucie Utilities
 (Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: 772-873-6412

Email: bmacek@cityofpsl.com

Subject: Past Performance Survey of:
Rangeline Road WTP

Cost of Services: \$195,000 (Project Name) 2009
 Date Complete:

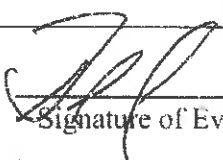
Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the company/individual again) and 1 representing that you were very unsatisfied (and would never hire the company/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: _____ Date Completed: _____

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Brad Macek

Printed Name of Evaluator


 Signature of Evaluator

Please fax or email the completed survey to: ksc@currycontrols.com

Survey Questionnaire – Polk County
RFP 16-107, Polk County Supervisory Control and Data Acquisition (SCADA) Services

To: Mr. Brad Macek City of Port St. Lucie Utilities
 (Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: 772-873-6412

Email: bmacek@cityofpsl.com

Subject: Past Performance Survey of:
James E. Anderson RO Treatment Plant

Cost of Services: \$1,050,088 (Project Name)
 Date Complete: 2006

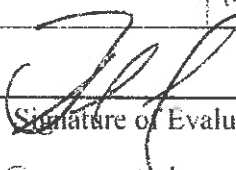
Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the company/individual again) and 1 representing that you were very unsatisfied (and would never hire the company/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: _____ Date Completed: _____

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Brad Macek

Printed Name of Evaluator


 Signature of Evaluator

Please fax or email the completed survey to: ksc@currycontrols.com

Survey Questionnaire – Polk County
RFP 16-107, Polk County Supervisory Control and Data Acquisition (SCADA) Services

To: Mr. Gary Garofalo City of North Miami Beach
 (Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: 305-650-0000

Email: Gary.Garofalo@CityNMB.com

Subject: Past Performance Survey of:
Norwood-Oeffler WTP Expansion

Cost of Services: \$2,310,000 (Project Name) 2009
 Date Complete:

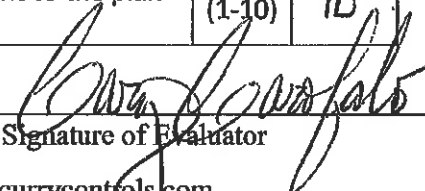
Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the company/individual again) and 1 representing that you were very unsatisfied (and would never hire the company/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: VOL Removal Projects #1 and #2 Date Completed: 2015

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Gary Garofalo

Printed Name of Evaluator


 Signature of Evaluator

Please fax or email the completed survey to: ksc@currycontrols.com

January 12, 2016

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

**ADDENDUM #1
RFP #16-107**

**Polk County Supervisory Control and Data
Acquisition Services**

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Time Extension, revisions, and questions and answers.

Time Extension

Submission of Proposals will be extended to Wednesday, February 3, 2016 prior to 2:00 p.m.
Questions will be extended to Friday, January 15, 2016, 4:00 p.m.

Terry Marwin

Terry Marwin
Procurement Specialist
Procurement Division

**This Addendum sheet should be signed and returned with your
submittal. This is the only acknowledgment required.**

Signature: _____



Printed Name: _____

DANIEL L. CURRY

Title: _____

VICE PRES./CORP. SEC.

Company: _____

CURRY CONTROLS COMPANY

RFP #16-107

POLK COUNTY SUPERVISORY CONTROL AND DATA ACQUISITION SERVICES

ADDENDUM #1

Revisions

Delete Tab 3, Certifications in its entirety.

Under Tab 4, Ability to Perform

Change: Tab 4, Ability to Perform (35 points)

Change Tab 4, item #2 in its entirety to: Provide an Organization Chart (include employee name, position, education, certifications and number of years with the Company).

Under Tab 5, Previous Experience

Delete: All Proposers shall submit five (5) projects verifying previous experience providing technical services as required in this RFP.

Replace: All Proposers shall submit a minimum of five (5) and a maximum of seven (7) projects verifying previous experience providing technical services as required in this RFP.

Delete: Referenced projects shall provide at a minimum verification of the following experience related to a competency area:

Replace: Referenced projects shall provide verification of experience related to a competency area such as:

Under SUBMITTAL OF PROPOSALS:

Change: Interested parties are invited to submit one (1) original marked ORIGINAL and five (5) copies marked COPY of their proposal in a sealed envelope to the Procurement Division.

Questions and Answers

Question 1: In Reference to Tab 5, Previous Experience (25 points) (page 9):

- A. Do all 5 projects need to have all of the "competency areas?"
- B. Can we submit more than 5 projects to get all of the features required?

Answer 1:

- A. No, please see revision above to Tab 5
- B. Yes, please see revision above to Tab 5

January 15, 2016

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

ADDENDUM #2

RFP #16-107

**Polk County Supervisory Control and Data
Acquisition Services**

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: questions and answers.

Question 1: The RFP requests an ORIGINAL submittal, are we required to submit original Survey Forms signed by our clients or can we present faxed/emailed copies of the survey response forms?

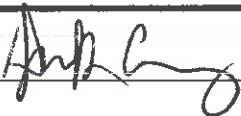
Answer 1: Copies of the signed surveys from Tab 6 are acceptable.

Terry Marwin

Terry Marwin
Procurement Specialist
Procurement Division

**This Addendum sheet should be signed and returned with your
submittal. This is the only acknowledgment required.**

Signature:



Printed Name:

DANIEL L. CURRY

Title:

VICE PRES./CORP. SEC.

Company:

CURRY CONTROLS COMPANY

**THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL PROPOSERS:
(SUBMITTAL PAGE)**

Company Name: CURRY CONTROLS COMPANY

DBA/Fictitious Name (if applicable): _____

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

TIN #: 59-1437405

4245 SOUTH PIPKIN ROAD LAKELAND
(Street No or PO Box Number) (Street Name)
(City)

POLK FLORIDA 33811
(County) (State) (Zip Code)

Contact Person: DANIEL L. CURRY

Phone Number: 863-646-5781 EXT. 105

Cell Phone Number: 813-951-1778

Email Address: dannyc@currycontrols.com

Type of Organization:

☐ Sole Proprietorship ☐ Partnership ☐ Non-Profit ☐ Sub-Chapter
☐ Joint Venture ☒ Corporation ☐ LLC ☐ LLP
☐ Publicly Traded ☐ Employee Owned

State of Incorporation Florida

The Successful vendor must complete and submit this section prior to award. The Successful vendor must invoice using the company name listed above.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CURRY CONTROLS COMPANY	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐ Other (see instructions) ▶ ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) P.O. BOX 5408	Requester's name and address (optional)
	6 City, state, and ZIP code LAKELAND, FL 33807	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																																			
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																			
<table border="1"><tr><td colspan="10">Social security number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td colspan="10">OR</td></tr><tr><td colspan="10">Employer identification number</td></tr><tr><td>5</td><td>9</td><td>-</td><td>1</td><td>4</td><td>3</td><td>7</td><td>4</td><td>0</td><td>5</td></tr></table>		Social security number														-						OR										Employer identification number										5	9	-	1	4	3	7	4	0	5
Social security number																																																			
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OR																																																			
Employer identification number																																																			
5	9	-	1	4	3	7	4	0	5																																										

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶ <i>Karen Clendenen</i>	Date ▶ <i>1/13/15</i>
------------------	---	-----------------------

General instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 16-107 PROJECT NAME: Polk County Supervisory Control and Data Acquisition (SCADA) Services

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

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

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

Company Name: CURRY CONTROLS COMPANY
Signature: [Signature] Title: VP/CORPORATE SECRETARY Date: 1-27-16

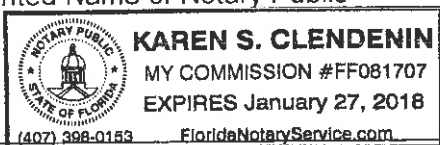
STATE OF: FLORIDA
COUNTY OF: POLK

The foregoing instrument was signed and acknowledged before me this 27TH day of JANUARY, 20 16, by DANIEL L. CURRY who
(Print or Type Name)

has produced FI Driver's License C6DD-172-63-063-D as
identification. (Type of Identification and Number)

[Signature]
Notary Public Signature

KAREN S. CLENDENIN
Printed Name of Notary Public



Notary Commission Number/Expiration



"EXHIBIT B"
Curry Controls Company Hourly Rate Schedule
Polk County Board of County Commissioners

JOB CLASSIFICATION	Hourly Rate Regular	Hourly Rate Planned Overtime	Hourly Rate Emergency Overtime
Principal	\$225.00	N/A	N/A
Department Head	\$185.00	N/A	N/A
Project Manager	\$125.00	\$187.50	\$187.50
Sr. Project Engineer	\$150.00	\$225.00	\$225.00
Project Engineer	\$85.00	\$127.50	\$127.50
HMI/PLC Programmer	\$85.00	\$127.50	\$127.50
Network Engineer	\$95.00	\$142.50	\$142.50
Instrumentation Technician	\$85.00	\$127.50	\$127.50
Fiber Optic Technician	\$85.00	\$127.50	\$127.50
CAD Designer	\$85.00	\$127.50	\$127.50
Field Superintendant	\$80.00	\$120.00	\$120.00
Journeyman Wireman	\$65.00	\$97.50	\$97.50
Apprentice Wiremen	\$50.00	\$75.00	\$75.00
Estimator	\$105.00	\$157.50	\$157.50
Accountant	\$100.00	\$150.00	\$150.00
Administrative Assistant	\$60.00	\$90.00	\$90.00
Secretary	\$40.00	\$60.00	\$60.00

Fran McAskill
Director
Procurement Division



330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost
 - A. Regular Copying Single Side Double Sided

8 ½ x 11 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 11 (color).....	\$ 0.30/page	\$ 0.40/sheet
8 ½ x 14 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 14 (color).....	\$ 0.30/page	\$ 0.40/sheet
11 x 17 (black & white).....	\$ 0.25/page	\$ 0.35/sheet
11 x 17 (color).....	\$ 0.40/page	\$ 0.50/sheet
9 ½ x 24 Single Side Only.....	\$ 1.00/page	
17 x 22 Single Side Only.....	\$ 2.00/page	
18 x 24 Single Side Only.....	\$ 2.00/page	
24 x 36 Single Side Only.....	\$ 3.00/page	
30 x 30 Single Side Only.....	\$ 5.00/page	
32 x 34 Single Side Only.....	\$ 5.00/page	
Other sizes-per square inch.....	\$ 0.03/page	
Compact Digital Disk.....	\$ 6.00/disk	
 - B. Blueprint Copy..... \$10.00/page
2. Subcontractor Services Actual Costs
3. Special Consultants Actual costs
4. Telecommunications
 - A. Local Non-reimbursable
 - B. Non-Local Actual Costs
5. Computer Services Non-reimbursable
6. Travel Expenses In accordance with Chapter 112.061, F.S.;
and further defined in the Polk County Employee Handbook.
7. Postage, Fed Express, UPS Actual Costs
8. Pre-approved Equipment
(includes purchase and rental of equipment used in project) Actual Costs

EXHIBIT "D"
CONSULTANT JUSTIFICATION FORM

Selection Procedure for SCADA Control Continuing Contracts

Date Analysis Performed:

Requestor:

Phone Number:

Scope:

Purchase Order No.: _____

Step 1: Review current list of Master Consultant Agreements

Consultant	Address	Local Y/N	Elevated for Consideration
Carollo Engineers, Inc	2700 Ygnacio Valley Rd, Walnut Creek CA 94598	No	
Compuquip Technologies LLC	2894 NW 79th Ave, Doral, FL 33122	No	
Curry Controls Co.	4245 S Pipkin Rd, Lakeland, FL 33811	No	
McKim & Creed Inc	1730 Varsity Dr, Raleigh, NC 27606	No	
Reverre Control Systems Inc	2240 Rocky Ridge Rd, Birmingham, AL 35216	No	

Step 2: Review List for appropriate Expertise, Experience, and Personnel

Firm	Expertise	Experience	Personnel	Elevated for Consideration
Carollo Engineers, Inc				
Compuquip Technologies LLC				
Curry Controls Co.				
McKim & Creed Inc				
Reverre Control Systems Inc				

State justification for each firm not elevated by category:

State justification for each firm that is elevated by category:

Step 3: Past Performance on Similar Projects Satisfactory

Firm	Past Performance on Similar Projects Satisfactory	Elevated for Consideration
Carollo Engineers, Inc		
Compuquip Technologies LLC		
Curry Controls Co.		
McKim & Creed Inc		
Reverre Control Systems Inc		

State justification for each firm not elevated by category:

Step 4: 24 Month Total Contract Value (This step only applies if more than 1 firm can provide the services requested)

Firm	Contract Value	Elevated for Consideration

Step 5: Meet Needs of Project Scope, Assigned Professional, Location, Special Needs of Project, Sub-Consultant

Firm	Meet Scope	Assigned	Location	Special Needs *

*Please provide a paragraph describing special needs, if applicable

Step 6: Verify Proposed Scope Consistent with Scope of Services

Step 7: Fee Proposal Fair and Reasonable

Recommendation:

Project Manager Signature and Date

Printed Name

Division Director Signature and Date

Printed Name



CURRCON-01

JWAGNER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Florida Insurance Center, Inc. 414 N Alexander St Plant City, FL 33563	CONTACT NAME: Judy Wagner, AAI, AU, AIS, CPIW
	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS: jwagner@floridainsurancecenter.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: FCCI Insurance Co A, X 10178
INSURED Curry Controls Company 4245 S. Pipkin Road Lakeland, FL 33811	INSURER B: National Trust Insurance Co A, X 20141
	INSURER C: North River Insurance Co A, XIII 21105
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY	X	X	GL00061628	10/01/2015	10/01/2016	EACH OCCURRENCE	\$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	☒ Contract Liab Incl						MED EXP (Any one person)	\$ 10,000	
	☒ XCU Included						PERSONAL & ADV INJURY	\$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000	
	☐ POLICY ☒ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:							\$	
B	☒ AUTOMOBILE LIABILITY	X	X	CA000504911	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	☒ ANY AUTO						☐ SCHEDULED AUTOS	BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS						☒ NON-OWNED AUTOS	BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS						☒ Drive Other Car	PROPERTY DAMAGE (Per accident)	\$
	Hired Phys Damage			PIP	\$ 10,000				
B	☒ UMBRELLA LIAB ☒ OCCUR			UMB0001802	10/01/2015	10/01/2016	EACH OCCURRENCE	\$ 10,000,000	
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$ 10,000,000	
	☐ DED ☒ RETENTION \$ 10,000							\$	
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A	X	001WC16A67812	01/01/2016	01/01/2017	☒ PER STATUTE ☒ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Rented EQ/Install FI			CM0001408	10/01/2015	10/01/2016	\$50,000/	750,000	
C	Prof Liability			9242186274	08/17/2015	08/17/2016	Limit:	1,000,000	

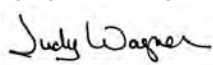
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REF: RFP 16-107 Polk County Supervisory Control & Data Acquisition (SCADA) Services

Certificate holder is listed as an additional insured on the general liability and auto liability. Waiver of subrogation applies to all policies including the Work Comp.

CERTIFICATE HOLDER

CANCELLATION

Polk County a political subdivision of the State of Florida 330 W. Church St. Bartow, FL 33830	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, May 26, 2020								
Agenda Item Name								
Piggyback Contract								
Requested Action								
Recommend to approve a piggyback contract number 2016-401 from Sarasota County with Engineered Spray Solutions LLC to provide Sprayroq protective lining for existing sewer manholes and stormwater structures.								
Staff Report								
The Purchasing Department and the Environmental Services Department recommend approval of the above action. At the request of the Environmental Services Department, the Purchasing Department sought a contract from Sarasota County number 2016-401, to obtain Sprayroq protective lining for existing sewer manholes and stormwater structures. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 2004-002 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Sarasota County contract number 2016-401. The Sarasota County contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.								
Additional Analysis								
Fiscal Impact Summary								
The estimated annual amount of this contract is \$100,000 and is included in the current year approved budget. Account Code: 42535-66305								
Fiscal Impact	Fund Number and Description	Available Budget Amount						
Exhibits Attached (copies of original agreements)								
<table border="0"><tr><td>1.</td><td>RFI 2004-002</td><td>RFI 2004-002.pdf</td></tr><tr><td>2.</td><td>ORIGINAL - Sarasota Unit Price Contract - Signed</td><td>ORIGINAL - Sarasota Unit Price Contract - Signed.pdf</td></tr></table>			1.	RFI 2004-002	RFI 2004-002.pdf	2.	ORIGINAL - Sarasota Unit Price Contract - Signed	ORIGINAL - Sarasota Unit Price Contract - Signed.pdf
1.	RFI 2004-002	RFI 2004-002.pdf						
2.	ORIGINAL - Sarasota Unit Price Contract - Signed	ORIGINAL - Sarasota Unit Price Contract - Signed.pdf						



REQUEST FOR INFORMATION

Intent to Utilize Sarasota County Contract for Protective Lining on Existing Sewer Manholes

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 2004-02	ISSUED DATE: April 21, 2020
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>April 29, 2020 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	
SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted. Responses may be submitted electronically to the Purchasing Director by email. Hardcopy responses may be delivered to: City of Clermont Purchasing Department, 685 West Montrose Street, 2 nd Floor, Clermont, FL 34711.		

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Purchasing Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

- (a) Department: Environmental Services
- (b) Company Information: Engineered Spray Solutions LLC
- (c) Contract Number and Title: 2016-401 / SprayRoq Protective Lining for Existing Sewer Manholes and Stormwater Structures
- (d) Length of Contract: 1 Year w/optional one 1-year renewals.
- (e) Product or Service Provided: SprayRoq Protective Lining for Existing Sewer Manholes

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.

UNIT PRICE CONTRACT

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

WITNESSETH:

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

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

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

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

I. **Materials, Services, and Labor:** Contractor shall furnish all the labor, services and materials for **SprayRoq Protective Lining for Existing Sewer Manholes and Stormwater Structures**. All work and labor shall be done in accordance with Work Assignments issued by the County.

II. **Contract Amount; Work Assignment Pricing; Term; Non-Appropriations:**

A. The total amount for all Work Assignments shall not exceed a total contract price of \$2,700,000.00.

B. The amount for each Work Assignment shall be calculated based upon the extended line item prices set forth in the Unit Price Schedule, attached hereto and incorporated herein as Exhibit A. The total Contract amount set forth above is the maximum amount available for payment for work performed under this Contract. However, the Contractor understands and acknowledges that no minimum amount of work or payment is guaranteed under this Contract.

C. This Contract shall commence immediately upon execution by both the County and the Contractor and shall continue for a period of three (3) years. At the conclusion of three (3) years, the Contract may be renewed for two (2) additional successive one (1) year terms, subject to written agreement by both parties. Any work assignment commenced prior to the expiration of the term or any renewal of this Contract may be

completed after the expiration date.

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

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

Exhibit B - General Conditions

Exhibit C - Supplemental General Conditions

Exhibit D- Technical Specifications

Exhibit E - EPA Stormwater Management Guide

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

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

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

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

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

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

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

VIII. Payment:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Representative:

County's Administrative Agent:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXVII. Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

Phone: 941-861-5886

Email: pr@scgov.net

XXVIII. ScrutinizedCompanies:

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

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

WITNESS:

Signed By:

Print Name:

Sharon J. McCabe

Engineered Spray Solutions, LLC

Signed By:

Print Name:

James J. Collier

Title:

President

Date:

8/5/16

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY:

Chairman
CHAIRMAN

DATE:

8/23/16

ATTEST:

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

BY:

Brenda White
DEPUTY CLERK

Approved as to form and correctness:

BY:

Steph S. White
COUNTY ATTORNEY **SEB**



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

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

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

- | | | | |
|---|--|---|--|
| ☐ Shop Drawing | ☐ Sepia/Mylar | ☐ Plans | ☐ Specific Authorization |
| ☐ Samples | ☐ Change Order | ☐ Product Literature | ☐ Application for Payment |
| ☐ Correspondence | ☒ Contract | ☐ Agreement | ☐ Aerial |
| ☐ Other | | | |

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

THESE ARE TRANSMITTED AS CHECKED BELOW:

- | | | |
|--|---|---|
| ☐ For Approval | ☐ Approval as submitted | ☐ Resubmit _____ copies for approval |
| ☒ For your records | ☐ Approved as noted | ☐ Submit _____ copies for distribution |
| ☐ As Requested | ☐ For review and comment | ☐ Resubmit _____ corrected prints/mylars |

ACTION CODES	
A. Action indicated on item transmitted	B. No action required
C. For signature and return to this office	D. For signature and forwarding as noted
E. Copy originals and return to this office	F. See REMARKS below
REMARKS:	
COPIES TO:	
☒ Jaimol Charles, P.E., Project Manager	☐
☐	☐
☐	☐

**EXHIBIT A
UNIT PRICE SCHEDULE**

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

**EXHIBIT A
UNIT PRICE SCHEDULE**

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

C. CLEANING, TELEVISIONING, AND ASSESSMENT

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

D. ANCILLARY SERVICES

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

GENERAL CONDITIONS

1.0 DEFINITIONS AND TERMS

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

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

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

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

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

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

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

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

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

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

CONTRACT: The totality of the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

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

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

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

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

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

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

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

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

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

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

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

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

2.0 CONTRACTOR REQUIREMENTS

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

EXHIBIT B

3.0 CONTRACT DOCUMENTS

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

3.2 **INTENT:**

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

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

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

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

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

3.4 **CONSTRUCTION PLANS/DRAWINGS:**

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

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C. Checking of Drawings and Dimensions:

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

3.5 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

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

3.6 REFERENCE STANDARDS:

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

3.7 REUSE OF DOCUMENTS:

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

EXHIBIT B

4.0 PRE-CONSTRUCTION ACTIVITIES

4.1 PRE-CONSTRUCTION CONFERENCE:

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

4.2 PRELIMINARY SCHEDULES SUBMISSION AND ACCEPTANCE:

A. SCHEDULE OF VALUES:

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

B. SUBMITTALS SCHEDULE:

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

C. CONSTRUCTION/PROGRESS SCHEDULE:

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

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

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

EXHIBIT B

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

4.4 EARTH MOVING PERMIT:

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

4.5 NOTIFICATIONS:

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

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

4.7 COMMUNICATIONS/NOTICES:

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

EXHIBIT B

5.0 PROGRESS AND CONTROL OF THE WORK

5.1 TIMELY PERFORMANCE OF THE WORK:

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

5.2 SEQUENCE OF WORK:

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

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

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

EXHIBIT B

E. Storage of Materials:

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

5.4 USE OF JOBSITE AND OTHER AREAS:

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

5.5 MOBILIZATION:

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

5.6 WORK HOURS:

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

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

5.8 PROGRESS MEETINGS:

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

EXHIBIT B

5.9 CONSTRUCTION/PROGRESS SCHEDULE:

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

5.10 AS-BUILT DOCUMENTS:

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

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

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

EXHIBIT B

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

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

5.13 OPEN EXCAVATIONS:

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

5.14 EROSION CONTROL:

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

5.15 MAINTENANCE OF TRAFFIC (MOT):

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

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

5.16 SUBSURFACE AND PHYSICAL CONDITIONS:

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

5.17 EXISTING UNDERGROUND FACILITIES:

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

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

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5.18 QUALITY CONTROL:

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

5.19 MATERIALS, EQUIPMENT, AND WORKMANSHIP:

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

5.20 INSPECTION AND TESTING OF MATERIALS AND EQUIPMENT:

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

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

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

5.23 HAZARDOUS ENVIRONMENTAL CONDITIONS:

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

5.24 SALVAGED EQUIPMENT AND MATERIALS:

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

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

5.25 CLEAN-UP AND DISPOSAL:

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

6.0 COUNTY'S RIGHTS

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

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

6.3 COUNTY MAY CORRECT DEFECTIVE WORK:

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

6.4 RIGHT TO RETAIN DEFECTIVE WORK:

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

6.5 COUNTY MAY SUSPEND WORK:

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

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6.6 COUNTY MAY TERMINATE FOR CAUSE:

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

6.7 COUNTY MAY TERMINATE FOR CONVENIENCE:

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

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

6.8 PARTIAL UTILIZATION:

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

6.9 PROJECT AUDIT:

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

7.0 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

7.1 GENERAL:

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

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

7.2 SUPERVISION AND SUPERINTENDENCY:

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

7.3 SUBCONTRACTORS AND MATERIAL SUPPLIERS:

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

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

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

7.4 LABOR:

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

7.5 REPORTING DISCREPANCIES:

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

7.6 PROJECT LAYOUT:

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

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

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

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

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

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

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

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

7.15 PROTECTION OF HISTORIC AND ARCHEOLOGICAL RESOURCES:

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

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

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

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

8.0 COUNTY'S RESPONSIBILITIES AND DUTIES

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

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

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

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8.4 RECOMMENDATION OF PROGRESS PAYMENTS:

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

8.5 INSPECTION AND EXAMINATION OF THE WORK:

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

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

8.7 RIGHT TO REJECT DEFECTIVE WORK:

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

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8.8 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES:

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

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8.9 "OR EQUAL" AND SUBSTITUTIONS:

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

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

B. Substitute Items:

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

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

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

9.0 WORK BY OTHERS

9.1 CONSTRUCTION BY THE COUNTY OR BY SEPARATE CONTRACTORS:

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

10.0 COST OF THE WORK

10.1 LUMP SUM WORK:

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

10.2 UNIT PRICE WORK:

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

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

10.3 ALLOWANCES:

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

11.0 CHANGES, DELAYS, AND TIME EXTENSIONS

11.1 CHANGES IN THE WORK:

A. AUTHORIZED CHANGES IN THE WORK:

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

B. UNAUTHORIZED CHANGES IN THE WORK:

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

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

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

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

11.3 CHANGE IN CONTRACT PRICE:

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

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- 2) Based on the following percentages:
 - a. For Work performed by the Contractor's work force: ten (10%) percent.
 - b. For Work performed by a Subcontractor, regardless of tier: fifteen (15%) percent.
 - c. Maximum Contractor's fee for overhead and profit under the Cost-Plus method: 15%
 - G. The amount of credit to be allowed under the Cost-Plus method by the Contractor to the County for any change in the Work which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in the Contractor's fee by an amount equal to ten (10%) percent of such net decrease.
 - H. When both additions and credits are involved in any one change in the Work under the Cost-Plus method, the adjustment in the Contractor's fee shall be computed on the basis of the net change in the costs.
 - I. The value of the changes in the Work shall be determined at the time that the IFCA or Contract Amendment is authorized and agreed upon. No change in the Work shall proceed until a fully signed and authorized IFCA or Contract Amendment is received by the Contractor.
- 11.4 CHANGE IN CONTRACT TIMES:
- A. Time extensions for changes in the Work or allowable delays, will depend upon the extent, if any, by which the changes or delays cause additional time in the completion of the critical path elements of Work as shown on the most current Construction/Progress Schedule. The IFCA/Contract Amendment granting the time extension may provide that the Contract Time be extended only for those specific elements so delayed. The remaining Contract completion dates for all other portions of the Work will not be altered. Approved time extensions will provide for an adjustment of Contract Times under the resulting revised Construction/Progress Schedule.
 - B. The Contract Times may only be changed by an IFCA or a Contract Amendment.
 - C. If the Contractor does not agree with the Contract Times adjustment approved by the County, the Contractor may make a written Claim, provided the Claim is timely and submitted in accordance with the provisions of Article 12 of these General Conditions.
- 11.5 DELAYS AND TIME EXTENSIONS:
- A. No Claims for Delays:
 - 1) No claim for damages or any claim other than for an extension of Contract Times shall be made or asserted against the County by reason of any delays caused by the County or others.
 - 2) The Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to cost of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause.
 - 3) This provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to bad faith or willful, malicious, or grossly negligent conduct on the part of the County or its agents.
 - B. Delay Claims: No extension of Contract Times shall be granted by the County unless a timely Claim is made by the Contractor in writing to the County within seven (7) days of the event or incident causing the delay. The Contractor shall demonstrate in its Claim the impact on the critical path of the Construction/Progress Schedule to justify the extension of time requested. Any identified float is not time for the exclusive use or benefit of either the County or the Contractor. Extensions of time for performance may be granted by the County only to the extent that equitable time adjustments for the activity or activities affected exceed the total float. Such justification must be submitted, in writing, within fifteen (15) days of the Claim. If the Contractor can, or could have moved to another part of the Work without affecting the Construction/Progress Schedule's critical path, a time extension will not be granted by the County.
 - 1) Delays by the County: If the Contractor should be delayed at any time in the progress of the work by any act or neglect of the County or its agents or employees, or by any other contractor employed by the County, or by utility owners, or by changes ordered in the Work, or by fire, unusual delay in transportation, unavoidable casualties or by delay authorized by

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

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

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

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

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12.0 CLAIMS AND DAMAGES

12.1 TIME OF CLAIM:

- A. No claim of the Contractor shall be allowed by the County unless:
 - 1) The Contractor has given written notice to the County within seven (7) Days of the incident arising to the Claim.
 - 2) Within fifteen (15) Days after the Contractor has given the written Notice, the Contractor shall submit to the County a detailed claim setting forth the Contractor's justification for adjustments in Contract Price, Contract Times, or both, or other matters in dispute or question, in accordance with the Contract.
- B. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment has been made under the Contract.

12.2 VALUE OF CLAIM:

- A. The value of a Claim will be limited to only those additional or incremental costs required because of any change in the Work. Such costs shall be in amounts no higher than those prevailing in the locality of the Work.
- B. The procedure for determining the value of the Claim shall be as set forth in Article 11 – Changes, Delays, and Time Extensions.

12.3 CLAIM FORM:

- A. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of the event or events giving rise to the Claim.
- C. Documentation: The Contractor will provide a narrative of the basis of the Claim, including all details and supporting documentation relating to the Claim. The Contractor shall establish and maintain records of all such details and documentation in accordance with generally accepted accounting practices and submit this information, along with any associated itemized cost breakdown and/or time adjustment calculations, in a form acceptable to the County.

12.4 CLAIMS FOR CONTRACT PRICE AND CONTRACT TIMES ADJUSTMENT:

- A. A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 11.3 above.
- B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 11.4 above.

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

12.6 COUNTY'S ACTION:

- A. The County will review each Claim and, within fifteen (15) days after receipt of the last submittal of the Contractor, take one of the following actions in writing:
 - 1) Deny the Claim in whole or in part setting forth the reasons for the decision.
 - 2) Suggest a compromise between the parties.
 - 3) Recommend approval of the Claim, and prepare an IFCA or Contract Amendment adjusting the Contract Price, or Contract Times, or both for the County's approval.
 - 4) Notify the parties that the County is unable to resolve the Claim. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

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

13.0 PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 GENERAL:

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

13.2 SUPPORTING DOCUMENTATION:

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

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

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

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

Retainage Table				
Value of Contract	% of Contract Amount (\$) Earned			Total Retainage at Substantial Completion*
	0 to < 25 % Retained**	25 to < 50 % Retained**	50 to Substantial Completion % Retained**	
Less than \$1M	10%	10%	5.0%	5.00%
>\$1M to <\$5M	5%	5%	2.5%	2.50%
>\$5M	5%	5%	2.5%	2.50%
* Provided Work has been performed within the Contract Times.				
** The cost for deficient work that is not corrected may be estimated at an amount of up to one and one half (1.5) times the value of the work, and may be withheld in addition to the retainage amounts shown in the above table.				

13.6 **COUNTY MAY WITHHOLD PAYMENTS:**

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

13.7 **LIQUIDATED DAMAGES:**

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

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

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

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

13.10 FINAL INSPECTION:

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

13.11 FINAL ACCEPTANCE:

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

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

14.0 MANUFACTURER'S INSTRUCTIONS AND SERVICES

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

15.0 WARRANTY AND GUARANTEE PROVISIONS

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

EXHIBIT B

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

16.0 MISCELLANEOUS

16.1 CERTIFIED CHEMICALS:

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

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

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

EXHIBIT B

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

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

END OF GENERAL CONDITIONS

EXHIBIT C
SUPPLEMENTAL GENERAL CONDITIONS

1.0 DEFINITIONS AND TERMS

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

DOH: Sarasota County Department of Health

FDEP: Florida Department of Environmental Protection

NASSCO: National Association of Sewer Services Companies

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

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

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

3.0 CONTRACT DOCUMENTS

ADD the following to the General Conditions Section 3.2 INTENT

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

4.0 PRE-CONSTRUCTION ACTIVITIES

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

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

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

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

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

**EXHIBIT C
SUPPLEMENTAL GENERAL CONDITIONS**

5.0 PROGRESS AND CONTROL OF THE WORK

ADD the following to the General Conditions Section 5.5 MOBILIZATION:

B. Project Sign(s):

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

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

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

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

3) Project Sign Construction:

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

4) Project Sign Content:

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

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

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

EXHIBIT C
SUPPLEMENTAL GENERAL CONDITIONS

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

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

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

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

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

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

EXHIBIT C
SUPPLEMENTAL GENERAL CONDITIONS

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

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

7.0 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

ADD the following New Sections to the General Conditions:

7.16 FP&L SERVICE:

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

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

11.0 CHANGES, DELAYS, AND TIME EXTENSIONS

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

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

**EXHIBIT C
SUPPLEMENTAL GENERAL CONDITIONS**

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

13.0 PAYMENTS TO CONTRACTOR AND COMPLETION

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

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

ADD the following to the General Conditions Section 13.9 SUBSTANTIAL COMPLETION

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

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

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

EXHIBIT C
SUPPLEMENTAL GENERAL CONDITIONS

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

15.0 WARRANTY AND GUARANTEE PROVISIONS

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

END OF SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D

TECHNICAL SPECIFICATIONS

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

EXHIBIT D

SECTION 01026

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 EXPLANATION AND DEFINITIONS

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

1.02 MEASUREMENT

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

1.03 PAYMENT

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

1.04 MEASUREMENT AND PAYMENT OF LUMP SUM ITEMS

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

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PAY ITEMS

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

EXHIBIT D

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

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

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

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

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

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

END OF SECTION

EXHIBIT D

SECTION 01310

CONSTRUCTION SCHEDULE

PART I - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

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

1.02 FORM OF SCHEDULES

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

1.03 CONTENT OF SCHEDULES

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

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

END OF SECTION

EXHIBIT D

SECTION 01505

MOBILIZATION

PART 1 - GENERAL

1.01 GENERAL

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

1.02 PAYMENT FOR MOBILIZATION

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

END OF SECTION

EXHIBIT D

SECTION 01550

MAINTENANCE OF TRAFFIC (MOT)

PART 1 – GENERAL

1.01 DESCRIPTION

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

1.02 STANDARD REQUIREMENTS FOR MAINTENANCE OF TRAFFIC

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

1.03 SUBMITTALS

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

1.04 SPECIFIC REQUIREMENTS

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

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

END OF SECTION

EXHIBIT D

SECTION 02400

SOD RESTORATION

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

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

1.02 REFERENCE DOCUMENTS

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

1.03 SUBMITTALS

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

PART 2 – PRODUCTS

2.01 SOD

- A. Grassed areas disturbed by the Contractor's operation shall be restored with sod of the same type as the existing lawn grass type.
- B. The sod shall be taken up in commercial-size rectangles, preferably 12-inch by 24-inch or larger, except where 6-inch strip sodding is called for.
- C. The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh and uninjured at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be reasonably free of weeds and other grasses. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted.

- D. Sod should be handled in a manner to prevent breaking or other damage. Sod shall not be handled by pitch forks or by dumping from trucks or other vehicles. Care shall be taken at all times to retain the native soil on the roots of each sod roll during stripping and handling. Sod that has been damaged by handling during delivery, storage or installation will be rejected.

2.02 FERTILIZER

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

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

2.03 EQUIPMENT

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

PART 3 - EXECUTION

3.01 SOD BED PREPARATION

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

3.02 INSPECTION

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

3.03 SOD HANDLING AND INSTALLATION

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

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3.04 SOD MAINTENANCE

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

END OF SECTION

EXHIBIT D

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EXHIBIT D

SECTION 02539

CLEANING, TELEVISIONING, PHOTOGRAPHS AND ASSESSMENT

PART 1 GENERAL

1.01 DESCRIPTION

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

1.02 SUMMARY

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

1.03 REQUIREMENTS

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

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

1.04 SUBMITTALS

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

1.05 CLEANING

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

1.06 CLEANING EQUIPMENT

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

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

1.07 REMOVAL OF DEBRIS

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

1.08 TELEVISION/PHOTOGRAPH INSPECTION

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

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

B. TV Inspection Procedures:

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

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

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

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

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

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

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 SYSTEM FLOW CONTROL

- A. The Contractor shall divert the upstream system flow around the manhole/structure being cleaned and televised, as necessary, and discharge the intercepted flow to a downstream manhole or other suitable outlet. By-pass set-up and operation shall be as specified in the Technical Specifications.
- B. Where manholes/structures are determined by the County to be of a critical nature and cannot be by-passed during normal work hours, cleaning and televising work shall be required at low flow periods, which may include nighttime hours.
- C. If system flow is minimal and cleaning and televising can be performed in a timely manner, bypassing may not be required.

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- D. The use of an internal by-pass pipe, properly installed and operational, may be approved by the County. The Contractor must demonstrate that the method used will not interfere with the cleaning, televising, and assessment work to be performed.
 - E. Interruption of Sanitary Sewer Flows:
 - 1) The Contractor shall place informational door hangers on customer's doors forty eight (48) hours prior to commencement of work in a particular area. The Contractor shall make every effort possible to notify each customer whose service may be affected by the cleaning and televising operations.
 - 2) At no time will any service lateral remain inoperative for more than an eight (8) hour period. Any service outage for more than 8 hours will be temporarily by-passed into the mainline sanitary sewer in a manner approved by the County and at the Contractor's expense.
 - F. The Contractor shall be responsible for any system back-up or any damage that may be caused by the Contractor's operations.
- 3.02 CLEANING AND TELEVISIONING
- A. The Contractor shall clean and televise the manholes and storm water structures to be repaired and coated. The interior surface of the manholes/structures shall be cleaned with high pressure water jet equipment. The Contractor shall remove waste product build-up, hard scales (tuberculation), roots, debris, grease, and other deleterious materials before any repair or coating work is performed. All manhole/structure damage, and infiltration points shall be noted on the digital video record (DVD) and recorded in the cleaning and television inspection logs.
 - B. The Contractor shall notify the County if any severe problems are discovered during televising. If conditions such as damaged upstream or downstream piping or major blockages are found, or where additional damage would occur if cleaning is attempted or continued, the Contractor shall notify the County and request further direction on how to proceed.
 - C. Any damage caused by the Contractor to any existing pipe or structure will be immediately repaired to a condition equal to or better than its original condition at the Contractor's expense.
- 3.03 PROTRUDING ROOTS: When directed by the County, existing roots that protrude into the manhole or storm water structure shall be removed to within one-quarter (1/4") inch of the inside wall of the manhole/structure by means of mechanical equipment. Root protrusions shall be ground using grinding tools specifically designed for this purpose. The finished product shall be uniform and smooth to accept the repair and coating products to provide a proper seal.
- 3.04 TRAFFIC CONTROL AND MAINTENANCE OF TRAFFIC: Manholes and storm water structures to be cleaned and televised may be in backyard easements; or in light traffic subdivision roadways, collector roads, or highways requiring Maintenance of Traffic plans conforming to Florida Department of Transportation and/or Sarasota County requirements.
- 3.05 CLEANUP: Cleanup is an essential part of the work. As the work progresses and is completed, the Contractor shall clean the various work sites of all excess materials and debris, completely restoring all work areas to the satisfaction of the County. This cleanup shall be done as promptly

EXHIBIT D

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

3.06 FINAL ACCEPTANCE

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

END OF SECTION

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SECTION 02540

ANCILLARY SERVICES

PART 1 GENERAL

1.01 SCOPE

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

1.02 REQUIREMENTS

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

1.03 MOBILIZATION

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

1.04 BY-PASS PUMPING

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

1.05 MAINTENANCE OF TRAFFIC

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

PART 2 PRODUCTS

2.01 MATERIALS AND EQUIPMENT

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

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PART 3 EXECUTION

3.01 BYPASS PUMPING

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

3.02 MAINTENANCE OF TRAFFIC (MOT)

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

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

END OF SECTION

EXHIBIT D

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EXHIBIT D

SECTION 02757

MANHOLE AND STORMWATER STRUCTURE REHABILITATION

PART 1 – GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

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

1.02 SUBMITTALS

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

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1.03 WARRANTY

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

PART 2 – PRODUCTS

2.01 GENERAL

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

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2.02 PATCHING MIX

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

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

2.03 INFILTRATION CONTROL MIX

- A. A rapid setting cementitious or chemical product (Strong-Plug, DeNeef AC-400, Avanti AV-118, or equal), specifically formulated for leak control shall be used to stop minor water infiltration. The product shall be mixed and applied according to manufacturer's recommendations, and capable of stopping visible leaks.

2.04 HIGH INFILTRATION GROUTING MIX

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

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

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

- 2.07 RAIN WATER PROTECTOR inserts shall be as manufactured by FRW Industries, Conroe, Texas, or equal. Inserts shall be complete with a self-cleaning relief valve. Relief valves shall operate on a pressure differential of 1/2 psi. Neoprene gaskets shall be installed under the insert lip to insure a leak proof seal.

2.08 WATER

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- A. Water shall be clean and potable.

2.09 BONDING COMPOUND

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

2.10 POLY URETHANE RESIN BASED COATING MATERIALS

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

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

PART 3 – EXECUTION

3.01 GENERAL

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

3.02 PREPARATION

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

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

3.03 APPLICATION OF POLYURETHANE COATING

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

3.04 TESTING AND INSPECTION

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

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

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

END OF SECTION

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

POLLUTION
PREVENTION
PLAN & PERMIT
GUIDANCE

NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM (NPDES)

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

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

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

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

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

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

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

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

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SECTION 11

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

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

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

EXHIBIT E

State of Florida

Department of Environmental Protection

Generic Permit

For

Stormwater Discharge from Large and Small Construction Activities

February 2009

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

EXHIBIT E

Part I. General Provisions

A. Applicability and Coverage

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

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

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

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

B. Eligibility

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

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

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

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

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

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

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

EXHIBIT E

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

C. Obtaining Authorization

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

Part II. Definitions

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

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

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7. "Municipal Separate Storm Sewer System" or "MS4" means a large, medium, or small MS4 as defined in Chapter 62-624, F.A.C.
8. "NOI" means notice of intent to be covered by this permit (see Part III of this permit).
9. "NOT" means notice of termination (see Part VIII of this permit).
10. "NPDES" means the Department's federally-approved National Pollutant Discharge Elimination System program.
11. "Operator" means the person, firm, contractor, public organization or other legal entity that owns or operates the construction activity and that has authority to control those activities at the project necessary to ensure compliance with the terms and conditions of this permit.
12. "Qualified Inspector" means a person that:
 - a. has successfully completed and met all requirements necessary to be fully certified through the DEP Stormwater Erosion and Sedimentation Control Inspector Training Program;
 - b. has successfully completed an equivalent formal training program; or
 - c. is qualified by other training or practical experience in the field of stormwater pollution prevention and erosion and sedimentation control.
13. "Small Construction Activity" means construction activity that results in the disturbance of equal to or greater than one (1) acre and less than five (5) acres of total land area. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale that will ultimately disturb equal to or greater than one acre and less than five acres.
14. "Stormwater" means the flow of water which results from, and which occurs immediately following, a rainfall event.
15. "Stormwater discharge associated with construction activity" means the discharge of stormwater from large or small construction activities, including areas where soil disturbing activities, construction materials handling or storage, equipment storage or maintenance are located.
16. "Surface Waters of the State" means those surface waters that are defined in section 403.031, F.S.
17. "Water Management District" or "WMD" means the Northwest Florida Water Management District, the Suwannee River Water Management District, the St. Johns River Water Management District, the Southwest Florida Water Management District or the South Florida Water Management District.

Part III. Notice of Intent Requirements

A. Deadlines for Notification.

1. Operators seeking coverage under this generic permit to authorize stormwater discharge associated with construction activity for new large or small construction activities, for which commencement of construction begins after the effective date of this permit, shall file an NOI for coverage under this permit at least two (2) days before commencement of construction.
2. For construction activities where the operator changes, the new operator shall file an NOI for coverage under this permit at least two (2) days before assuming control of the project and the previous operator shall file an NOT to terminate permit coverage in accordance with Part VIII of this permit.

B. Contents of Notice of Intent.

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1. In order to obtain coverage under this permit, the operator of the construction activity having an associated stormwater discharge shall submit a completed Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), including the applicable permit processing fee as specified in paragraph 62-4.050(4)(d), F.A.C. By completing, signing, and submitting an NOI, the operator is certifying that they meet all eligibility requirements of this permit and are informing the Department of their intent to be covered by, and comply with, the terms and conditions of this generic permit. The Notice of Intent shall be signed in accordance with Part VII.C. of this permit by the operator.

C. Where to Submit.

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

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

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

D. Additional Notification.

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

E. Period of Coverage.

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

F. Permit Coverage Renewal.

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

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

A. Prohibition of Non-Stormwater Discharges.

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1. Except as provided in paragraphs I.B.2. and IV.A.3., all discharges covered by this permit shall be composed entirely of stormwater associated with construction activity.

2. Except as specified in IV.A.3. below, discharges of material other than stormwater associated with construction activity must be in compliance with a Department permit (other than this permit) issued for the discharge, or be exempt therefrom.

3. The following non-stormwater discharges are authorized by this permit provided the non-stormwater component of the discharge is in compliance with paragraph V.D.5.: discharges from fire fighting activities; fire hydrant flushings; waters used to spray off loose solids from vehicles (wastewaters from a more thorough cleaning, including the use of detergents or other cleaners is not authorized by this part) or control dust in accordance with Part V.D.2.c.(2); potable water sources including waterline flushings; irrigation drainage; routine external building washdown which does not use detergents; pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used; air conditioning condensate; springs; and foundation or footing drains where flows are not contaminated with process materials such as solvents.

4. Discharges resulting from ground water dewatering activities at construction sites are not covered by this permit. Applicants for these discharges must obtain coverage under the Department's Generic Permit for the Discharge of Produced Ground Water from any Non-contaminated Site Activity pursuant to subsection 62-621.300(2), F.A.C.

B. Releases in Excess of Reportable Quantities.

1. The discharge of hazardous substances or oil in the stormwater discharge(s) from a facility or activity shall be prevented or minimized in accordance with the applicable stormwater pollution prevention plan for the facility or activity. This permit does not relieve the operator of the reporting requirements of 40 CFR part 117 and 40 CFR part 302. Where a release containing a hazardous substance in an amount equal to or in excess of a reporting quantity established under either 40 CFR 117 or 40 CFR 302, occurs during a 24 hour period:

a. The operator is required to notify the State Warning Point (800-320-0519 or 850-413-9911) as soon as he or she has knowledge of the discharge;

b. The operator shall submit, within 14 calendar days of knowledge of the release, a written description of: the release (including the type and estimate of the amount of material released), the date that such release occurred, the circumstances leading to the release, and remedial steps to be taken, to the Florida Department of Environmental Protection, NPDES Stormwater Section, Mail Station 2500, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400; and

c. The stormwater pollution prevention plan required under Part V of this permit must be modified within 14 calendar days of knowledge of the release to: provide a description of the release, the circumstances leading to the release, and the date of the release. In addition, the plan must be reviewed to identify measures to prevent the recurrence of such releases and to respond to such releases, and the plan must be modified where appropriate.

2. This permit does not authorize the discharge of hazardous substances or oil resulting from an on-site spill.

Part V. Stormwater Pollution Prevention Plan

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

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

B. Deadlines for Plan Preparation and Compliance.

1. The pollution prevention plan shall:

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

C. Keeping Plans Current.

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

D. Contents of Plan.

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

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

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

a. Erosion and Sediment Controls.

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

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

(3) Sediment Basins.

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

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

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

b. Permanent Stormwater Management Controls.

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

c. Controls for Other Potential Pollutants.

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

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

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

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

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

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

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

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

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

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

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

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

6. Contractor/Subcontractor Certification.

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

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

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

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

Part VI. Retention of Records

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

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

Part VII. Standard Permit Conditions

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

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

C. Signatory Requirements.

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

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

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

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

Part VIII. Termination of Coverage

A. Notice of Termination.

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

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

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

B. Where to Submit.

1. A permittee shall submit a Notice of Termination either electronically or by paper copy.

a. The Department encourages the electronic submission of NOTs through the NPDES Stormwater Program's electronic permitting application available at <http://www.dep.state.fl.us/water/stormwater/npdes/>.

b. If the operator chooses to submit the NOT by paper copy, the NOT shall be submitted to the following address:

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

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

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

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

I. IDENTIFICATION NUMBER:

Project ID: _____

II. APPLICANT INFORMATION:

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

III. PROJECT/SITE LOCATION INFORMATION:

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

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

IV. PROJECT/SITE ACTIVITY INFORMATION:

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

V. DISCHARGE INFORMATION:

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

VI. CERTIFICATION¹:

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

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

Responsible Authority Signature: _____

Date Signed: _____

¹ Signatory requirements are contained in Rule 62-620.305, F.A.C.

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

Who Must File an NOI?:

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

Where to File NOI:

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

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

Permit Fee:

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

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

Part I – Identification Number:

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

Part II – Applicant Information:

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

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

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

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

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

Part III – Project/Site Location Information:

Items A. – E.: Enter the official or legal name and complete street address, including city, state and zip code of the project. Do not provide a P.O. Box number as the street address. If it lacks a street address, describe the project site location (e.g., intersection of State Road 1 and Smith Street).

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

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

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

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

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

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

Part IV – Project/Site Activity Information:

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

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

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

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

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

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

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Part V – Discharge Information:

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

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

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

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

Part VI – Certification:

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

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

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

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

EXHIBIT F INSURANCE REQUIREMENTS

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

CONTRACTOR'S INSURANCE

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

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

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

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

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

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

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

EXHIBIT F
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, May 26, 2020		
Agenda Item Name		
Ordinance No. 2020-23 <i>Final</i>		
Requested Action		
Staff Report		
The City of Clermont participates with a group of communities that in conjunction with the State of Florida monitors any changes in the FEMA regulations regarding flood plain management. This ordinance adjustment is a periodic update to our existing flood plain ordinance that keeps the language current with FEMA regulations.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance 2020-23 - Flood Plain Management Amendment	Ordinance 2020-23 - Flood Plain Management Amendment.pdf	
2. Ordinance 2020-23 legal ad - Copy	Ordinance 2020-23 legal ad - Copy.doc	



CITY OF CLERMONT
ORDINANCE NO. 2020-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CLERMONT CODE OF ORDINANCES, CHAPTER 94 ENVIRONMENTAL PROTECTION TO MAKE MODIFICATIONS TO BRING THE REGULATIONS INTO CONFORMANCE WITH THE MOST CURRENT FEMA-APPROVED, FLOODPLAIN MANAGEMENT ORDINANCE FOR FLORIDA COMMUNITIES THAT IS COORDINATED WITH THE FLORIDA BUILDING CODE; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City of Clermont participates in the National Flood Insurance Program and the City of Clermont desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, the Florida Division of Emergency Management identified corrections required by the Federal Emergency Management Agency to bring the City of Clermont's floodplain management regulations into conformance with the Model Floodplain Management ordinance approved by FEMA in January 2013; and

WHEREAS, the City Council determined that it is in the public interest to amend the floodplain management regulations to bring the regulations into conformance with the most current Model Floodplain Management Ordinance approved by FEMA for Florida communities.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont that the Clermont Code of Ordinances, Chapter 94 Environmental Protection is amended as set forth in the following amendments, as shown in strikethrough and underline format in Section 2.

SECTION 1. RECITALS.

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. AMENDMENTS.

The Clermont Code of Ordinances, Chapter 94 Environmental Protection is hereby amended by the following amendments.



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ARTICLE II. - ADMINISTRATION

DIVISION 1. - GENERALLY

Sec. 94-11. - Title.

These regulations shall be known as the Floodplain Management Ordinance of the City of Clermont, hereinafter referred to as "this article."

Sec. 94-12. - Scope.

The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land, filling, grading, and other site improvements and utility installations, construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code, placement, installation, or replacement of manufactured homes and manufactured buildings, installation or replacement of tanks, placement of recreational vehicles, installation of swimming pools, and any other development.

Sec. 94-13. - Intent.

The purposes of this article and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.



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Sec. 94-14. - Coordination with the Florida Building Code.

This article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

Sec. 94-15. - Warning.

The degree of flood protection required by this article and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.

Sec. 94-16. - Disclaimer of liability.

This article shall not create liability on the part of the city council or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

Secs. 94-17—94-19. - Reserved.

DIVISION 2. - APPLICABILITY

Sec. 94-20. - General.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

Sec. 94-21. - Areas to which this article applies.

This article shall apply to all flood hazard areas within the city, as established in section 94-22.

Sec. 94-22. - Basis for establishing flood hazard areas.

The flood insurance study for the county and incorporated areas dated December 18, 2012, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRMs), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of



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this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the city planning and zoning department.

Sec. 94-23. - Submission of additional data to establish flood hazard areas.

To establish flood hazard areas and base flood elevations, pursuant to division 5 of this article the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a state-licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the Florida Building Code.
- (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.

Sec. 94-24. - Other laws.

The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.

Sec. 94-25. - Abrogation and greater restrictions.

This article supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this article and any other ordinance, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.

Sec. 94-26. - Interpretation.

In the interpretation and application of this article, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Secs. 94-27—94-29. - Reserved.



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DIVISION 3. - DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

Sec. 94-30. - Designation.

The engineering director is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.

Sec. 94-31. - General.

The floodplain administrator is authorized and directed to administer and enforce the provisions of this article. The floodplain administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to division 7 of this article.

Sec. 94-32. - Applications and permits.

The floodplain administrator, in coordination with other pertinent offices of the community, shall:

- (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;
- (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries, a person contesting the determination shall have the opportunity to appeal the interpretation;
- (4) Provide available flood elevation and flood hazard information;
- (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
- (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
- (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and
- (8) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.

Sec. 94-33. - Substantial improvement and substantial damage determinations ~~Determinations for existing buildings and structures.~~



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For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work, in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this article is required.

Sec. 94-34. - Modifications of the strict application of the requirements of the Florida Building Code.

The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to division 7 of this article.

Sec. 94-35. - Notices and orders.

The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.

Sec. 94-36. - Inspections.

The floodplain administrator shall make the required inspections as specified in division 6 of this article for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

Sec. 94-37. - Other duties of the floodplain administrator.

The floodplain administrator shall have other duties, including but not limited to:



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- (1) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to section 94-33;
- (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the state division of emergency management, state floodplain management office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
- (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations, such submissions shall be made within six months of such data becoming available;
- (4) Review required design certifications and documentation of elevations specified by this article and the Florida Building Code ~~and this article~~ to determine that such certifications and documentations are complete; and
- (5) Notify the Federal Emergency Management Agency when the corporate boundaries of the city are modified.

Sec. 94-38. - Floodplain management records.

Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the Florida Building Code, including flood insurance rate maps, letters of map change, records of issuance of permits and denial of permits, determinations of whether proposed work constitutes substantial improvement or repair of substantial damage, required design certifications and documentation of elevations specified by the Florida Building Code and this article, notifications to adjacent communities, FEMA, and the state related to alterations of watercourses, assurances that the flood carrying capacity of altered watercourses will be maintained, documentation related to appeals and variances, including justification for issuance or denial, and records of enforcement actions taken pursuant to this article and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at the city planning and zoning department.

Secs. 94-39—94-49. - Reserved.

DIVISION 4. - PERMITS

Sec. 94-50. - Permits required.

Any owner or owner's authorized agent, hereinafter "applicant," who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval



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shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.

Sec. 94-51. - Floodplain development permits or approvals.

Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

Sec. 94-52. - Buildings, structures and facilities exempt from the Florida Building Code.

Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program, 44 CFR 59 and 60, floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:

- (1) Railroads and ancillary facilities associated with the railroad.
- (2) Nonresidential farm buildings on farms, as provided in F.S. § 604.50.
- (3) Temporary buildings or sheds used exclusively for construction purposes.
- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.
- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this subsection, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (8) Temporary housing provided by the department of corrections to any prisoner in the state correctional system.
- (9) Structures identified in F.S. § 553.73(10)(k) are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps.

Sec. 94-53 - Application for a permit or approval.

To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:



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- (1) Identify and describe the development to be covered by the permit or approval;
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site;
- (3) Indicate the use and occupancy for which the proposed development is intended;
- (4) Be accompanied by a site plan or construction documents as specified in division 5 of this article;
- (5) State the valuation of the proposed work;
- (6) Be signed by the applicant or the applicant's authorized agent;
- (7) Give such other data and information as required by the floodplain administrator.

Sec. 94-54. - Validity of permit or approval.

The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the Florida Building Code, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.

Sec. 94-55. - Expiration.

A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

Sec. 94-56. - Suspension or revocation.

The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of this community.

Sec. 94-57. - Other permits required.

Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

- (1) The St. Johns River Water Management District, F.S. § 373.036.
- (2) Florida Department of Health for onsite sewage treatment and disposal systems, F.S. § 381.0065 and F.A.C. Ch. 64E-6.



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- (3) Florida Department of Environmental Protection for activities subject to the joint coastal permit, F.S. § 161.055.
- (4) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers, section 404 of the Clean Water Act.
- (5) Federal permits and approvals.

Secs. 94-58, 94-59. - Reserved.

DIVISION 5. - SITE PLANS AND CONSTRUCTION DOCUMENTS

Sec. 94-60. - Information for development in flood hazard areas.

The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development;
- (2) ~~Where flood hazard areas~~, base flood elevations, or floodway data are not included on the FIRM or in the flood insurance study, they shall be established in accordance with section 94-61(2) or (3);
- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with section 94-61(1) ~~or (2)~~a;
- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures;
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation;
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material, compaction specifications, a description of the intended purpose of the fill areas, and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose;
- (7) Existing and proposed alignment of any proposed alteration of a watercourse.

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.

Sec. 94-61. - Information in flood hazard areas without base flood elevations (approximate zone A).



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Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:

- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- (2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source;~~or~~
- (3)(2) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - a. Require the applicant to include develop base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - b. Specify that the base flood elevation is two feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two feet;
- (4)(3) Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a state-licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

Sec. 94-62. - Additional analyses and certifications.

As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a state-licensed engineer for submission with the site plan and construction documents:

- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations, where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in section 94-63 and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.
- (2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that a floodway encroachment analysis which demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the community. This requirement does not apply in isolated flood hazard areas not



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connected to a riverine ~~riverine~~ flood hazard area or in flood hazard areas identified as zone AO or zone AH.

- (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity, the applicant shall submit the analysis to FEMA as specified in section 94-63.

Sec. 94-63. - Submission of additional data.

When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a state-licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

Secs. 94-64—94-69. - Reserved.

DIVISION 6. - INSPECTIONS

Sec. 94-70. - General.

Development for which a floodplain development permit or approval is required shall be subject to inspection.

Sec. 94-71. - Development other than buildings and structures.

The floodplain administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

Sec. 94-72. - Buildings, structures and facilities exempt from the Florida Building Code.

The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

Sec. 94-73. - Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.

Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:



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- (1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a state-licensed professional surveyor; or
- (2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with section 94-61(3)b ~~94-61(2)b~~, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

Sec. 94-74. - Buildings, structures and facilities exempt from the Florida Building Code, final inspection.

As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade, such certifications and documentations shall be prepared as specified in section 94-73.

Sec. 94-75. - Manufactured homes.

The building official shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the building official.

Secs. 94-76—94-79. - Reserved.

DIVISION 7. - VARIANCES AND APPEALS

Sec. 94-80. - General.

The city council shall hear and decide on requests for appeals and requests for variances from the strict application of this article. Pursuant to F.S. § 553.73(5), the city council shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code.

Sec. 94-81. - Appeals.

The city council shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this article. Any person aggrieved by the decision of the city council may appeal such decision to the circuit court, as provided by state statutes.

Sec. 94-82. - Limitations on authority to grant variances.

The city council shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in section 94-86, the conditions of issuance set forth in



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section 94-87, and the comments and recommendations of the floodplain administrator and the building official. The city council has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.

Sec. 94-83. - Restrictions in floodways.

A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in section 94-62.

Sec. 94-84. - Historic buildings.

A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, ~~Chapter 12~~ Chapter 11, Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

Sec. 94-85. - Functionally dependent uses.

A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance meets the requirements of section 94-83, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

Sec. 94-86. - Considerations for issuance of variances.

In reviewing requests for variances, the city council shall consider all technical evaluations, all relevant factors, and all other applicable provisions of the Florida Building Code, this article, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;



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- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

Sec. 94-87. - Conditions for issuance of variances.

Variances shall be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;
- (2) Determination by the city council that:
 - a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable, increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - c. The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation, up to amounts as high as \$25.00 for \$100.00 of insurance coverage, and stating that construction below the base flood elevation increases risks to life and property.

Secs. 94-88, 94-89. - Reserved.



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DIVISION 8. - VIOLATIONS

Sec. 94-90. - Violations.

Any development that is not within the scope of the Florida Building Code but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

Sec. 94-91. - Authority.

For development that is not within the scope of the Florida Building Code but that is regulated by this article and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

Sec. 94-92. - Unlawful continuance.

Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law and section 115 of the Florida Building Code.

Secs. 94-93—94-99. - Reserved. ARTICLE III. - DEFINITIONS

DIVISION 1. - GENERALLY

Sec. 94-100. - Scope.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this chapter, have the meanings shown in this article.

Sec. 94-101. - Terms defined in the Florida Building Code.

Where terms are not defined in this article and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.

Sec. 94-102. - Terms not defined.

Where terms are not defined in this article or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.



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DIVISION 2. - DEFINITIONS

Sec. 94-103. - Definitions.

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this article ~~or a request for a variance.~~

ASCE 24 means a standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood means a flood having a one percent chance of being equaled or exceeded in any given year. Also defined in Florida Building Code, B, section 1612.2. The base flood is commonly referred to as the "100-year flood" or the "one percent annual chance flood."

Base flood elevation means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM). Also defined in Florida Building Code, B, section 1612.2.

Basement means the portion of a building having its floor subgrade, below ground level, on all sides. Also defined in Florida Building Code, B, section 1612.2.

Design flood means the flood associated with the greater of the following two areas (also defined in Florida Building Code, B, Section 1612.2):

- (1) Area with a floodplain subject to a one percent or greater chance of flooding in any year;
or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number, in feet, specified on the flood hazard map. In areas designated as zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. Also defined in Florida Building Code, B, section 1612.2.

Development means any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent



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storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and *existing structure* mean any buildings and structures for which the start of construction commenced before August 15, 1984. Also defined in Florida Building Code, B, section 1612.2.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads, is completed before August 15, 1984.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

Federal Emergency Management Agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or *flooding* means a general and temporary condition of partial or complete inundation of normally dry land from:

- (1) The overflow of inland or tidal waters;
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Also defined in Florida Building Code, B, section 1612.2.

Flood damage-resistant materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. Also defined in Florida Building Code, B, section 1612.2.

Flood hazard area means the greater of the following two areas:

- (1) The area within a floodplain subject to a one percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Also defined in Florida Building Code, B, section 1612.2.



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Flood insurance rate map (FIRM) means the official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. Also defined in Florida Building Code, B, section 1612.2.

Flood insurance study (FIS) means the official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map, if applicable, the water surface elevations of the base flood, and supporting technical data. Also defined in Florida Building Code, B, section 1612.2.

Floodplain administrator means the office or position designated and charged with the administration and enforcement of this article, may be referred to as the floodplain manager.

Floodplain development permit or approval means an official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.

Floodway means the channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also defined in Florida Building Code, B, section 1612.2.

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations, the evaluation shall be prepared by a qualified state-licensed engineer using standard engineering methods and models.

Florida Building Code means the family of codes adopted by the Florida Building Commission, including Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; and Florida Building Code, Fuel Gas.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or earned out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure means any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 ~~Chapter 11~~, Historic Buildings.



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Letter of map change (LOMC) means an official determination issued by the Federal Emergency Management Agency that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

Letter of map amendment (LOMA) means an amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A letter of map amendment amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of map revision (LOMR) means a revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of map revision based on fill (LOMR-F) means a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional letter of map revision (CLOMR) means a formal review and comment as to whether a proposed flood protection project or other project complies with the minimum National Flood Insurance Program requirements for such projects with respect to delineation of special flood hazard areas. A conditional letter of map revision does not revise the effective flood insurance rate map or flood insurance study. Upon submission and approval of certified as-built documentation, a letter of map revision may be issued by the Federal Emergency Management Agency to revise the effective flood insurance rate map.

Light-duty truck, as defined in 40 CFR 86.082-2, means any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle;
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. Also defined in Florida Building Code, B, section 1612.2.

Manufactured home means a structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral



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chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." Also defined in F.A.C. 15C-1.0101.

Manufactured home park or subdivision means a parcel, or contiguous parcels, of land divided into two or more manufactured home lots for rent or sale.

Market value means the price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this article, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, actual cash value, (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the property appraiser.

New construction, for the purposes of administration of this article and the flood resistant construction requirements of the Florida Building Code, means structures for which the "start of construction" commenced on or after August 15, 1984, and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after August 15, 1984.

Park trailer means a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. Defined in section 320.01, F.S. F.A.C. 15C-1.0101.

Recreational vehicle means a vehicle, including a park trailer, which is:

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

See Also defined in F.S. § 320.01(b).

Special flood hazard area means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on the flood insurance rate map as zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. Also defined in Florida Building Code, B section 1612.2.



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Start of construction means the date of issuance of permits for new construction and substantial improvements ~~to existing structures~~, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building, including a manufactured home, on a site, such as the pouring of slab or footings, the installation of piles, or the construction of columns.

Permanent construction does not include land preparation, such as clearing, grading, or filling, the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. Also defined in Florida Building Code, B section 1612.2.

Substantial damage means damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. Also defined in Florida Building Code, B section 1612.2.

Substantial improvement means any repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term "substantial improvement" does not, however, include either:

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions; or
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Also defined in Florida Building Code, B, section 1612.2.

Variance means a grant of relief from the requirements of this article, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this article or the Florida Building Code.

Watercourse means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

ARTICLE IV. - FLOOD RESISTANT DEVELOPMENT DIVISION 1. - BUILDINGS AND STRUCTURES



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Sec. 94-104. - Design and construction of buildings, structures and facilities exempt from the Florida Building Code.

Pursuant to section 94-52, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of article IV, division 7 ~~section 94-52~~.

DIVISION 2. - SUBDIVISIONS

Sec. 94-105. - Minimum requirements.

Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards, in zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

Sec. 94-106. - Subdivision plats.

Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats ~~and final plats~~;
- (2) Where the subdivision has more than 50 lots or is larger than five acres and base flood elevations are not included on the flood insurance rate map, the base flood elevations determined in accordance with section 94-61(1) ~~or (2)~~; and
- (3) Compliance with the site improvement and utilities requirements of division 3 of this article.

DIVISION 3. - SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS

Sec. 94-107. - Minimum requirements.

All proposed new development shall be reviewed to determine that:



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- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards, in zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

Sec. 94-108. - Sanitary sewage facilities.

All new and replacement sanitary sewage facilities, private sewage treatment plants, including all pumping stations and collector systems, and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in F.A.C. Ch. 64E-6 and ASCE 24 chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

Sec. 94-109. - Water supply facilities.

All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in F.A.C. Ch. 62-532 500 and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

Sec. 94-110. - Limitations on sites in regulatory floodways.

No development, including but not limited to site improvements, and land disturbing activity involving fill or re-grading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in section 94-62(1) demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

Sec. 94-111. - Limitations on placement of fill.

Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures, zone A only, fill shall comply with the requirements of the Florida Building Code

DIVISION 4. - MANUFACTURED HOMES

Sec. 94-112. - General.

All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249 and shall comply with the requirements of F.A.C. Ch. 15C-1 and the requirements of this article.



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Sec. 94-113. - Foundations.

All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the Florida Building Code Residential section R322.2 and this article. Foundations for manufactured homes subject to Section 94-117 are permitted to be reinforced piers or other foundation elements of at least equivalent strength.

Sec. 94-114. - Anchoring.

All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

Sec. 94-115. - Elevation.

Manufactured homes that are placed, replaced, or substantially improved shall comply with section 94-116 or 94-117, as applicable.

Sec. 94-116. - General elevation requirement.

Unless subject to the requirements of section 94-117(2), all manufactured homes that are placed, replaced, or substantially improved on sites located:

- (1) Outside of a manufactured home park or subdivision;
- (2) In a new manufactured home park or subdivision;
- (3) In an expansion to an existing manufactured home park or subdivision; or
- (4) In an existing manufactured home park or subdivision upon which a manufactured home has incurred substantial damage as the result of a flood;

shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential section R322.2, zone A.

Sec. 94-117. - Elevation requirement for certain existing manufactured home parks and subdivisions.

Manufactured homes that are not subject to section 94-116, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either:



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- (1) The bottom of the frame of the manufactured home is at or above the elevation required in the Florida Building Code, Residential section R322.2, zone A; or
- (2) The bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.

Sec. 94-118. - Enclosures.

Fully Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential section R322.2 for such enclosed areas.

Sec. 94-119. - Utility equipment.

Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential section R322.

DIVISION 5. - RECREATIONAL VEHICLES AND PARK TRAILERS

Sec. 94-120. - Temporary placement.

Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

- (1) Be on the site for fewer than 180 consecutive days; or
- (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

Sec. 94-121. - Permanent placement.

Recreational vehicles and park trailers that do not meet the limitations in section 94-120 for temporary placement shall meet the requirements of division 4 of this article for manufactured homes.

DIVISION 6. – TANKS

Sec. 94-122. - Underground tanks.

Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

Sec. 94-123. - Above-ground tanks, not elevated.

Above-ground tanks that do not meet the elevation requirements of section 94-124 shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and



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constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

Sec. 94-124. - Above-ground tanks, elevated.

Above-ground tanks in flood hazard areas shall be ~~attached to and~~ elevated to or above the design flood elevation and attached to ~~on~~ a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

Sec. 94-125. - Tank inlets and vents.

Tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

DIVISION 7. - OTHER DEVELOPMENT

Sec. 94-126. - General requirements for other development.

All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Meet the limitations of section 94-110 if located in a regulated floodway;
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
- (4) Be constructed of flood damage-resistant materials; and
- (5) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

Sec. 94-127. - Fences in regulated floodways.

Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 94-110.



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Sec. 94-128. - Retaining walls, sidewalks and driveways in regulated floodways.

Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of section 94-110.

Sec. 94-129. - Roads and watercourse crossings in regulated floodways.

Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of section 94-110. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of section 94-62(3).

Sec. 94-130. - Reserved.

SECTION 3. APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply in City of Clermont. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 4. INCLUSION INTO THE CODE OF ORDINANCES.

It is the intent of the City Council that the provisions of this ordinance shall become and be made a part of the City of Clermont's Code of Ordinances, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 5. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 6. EFFECTIVE DATE.

This ordinance shall take effect immediately upon adoption.



CITY OF CLERMONT
ORDINANCE NO. 2020-23

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of May, 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2020-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CLERMONT CODE OF ORDINANCES, CHAPTER 94 ENVIRONMENTAL PROTECTION TO MAKE MODIFICATIONS TO BRING THE REGULATIONS INTO CONFORMANCE WITH THE MOST CURRENT FEMA-APPROVED, FLOODPLAIN MANAGEMENT ORDINANCE FOR FLORIDA COMMUNITIES THAT IS COORDINATED WITH THE FLORIDA BUILDING CODE; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A meeting to consider the Ordinance will be held before the City Council on Tuesday, May 26, 2020 at 6:30pm for final enactment.

The meeting will be held in Clermont City Hall located at 685 West Montrose Street, Clermont, FL 34711.

If the meeting is held semi-virtually due to the continued local emergency from Covid-19, instructions for the public to communicate with the Council as well as view the meeting are available on the city website at www.CityofClermont.gov. Instructions can also be received by calling the Clermont City Clerk's Office at (352) 241-7331

This ordinance is available for public inspection in the office of the City Clerk, 685 West Montrose Street, Monday through Friday between the hours of 8:00am and 5:00pm.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC
City Clerk

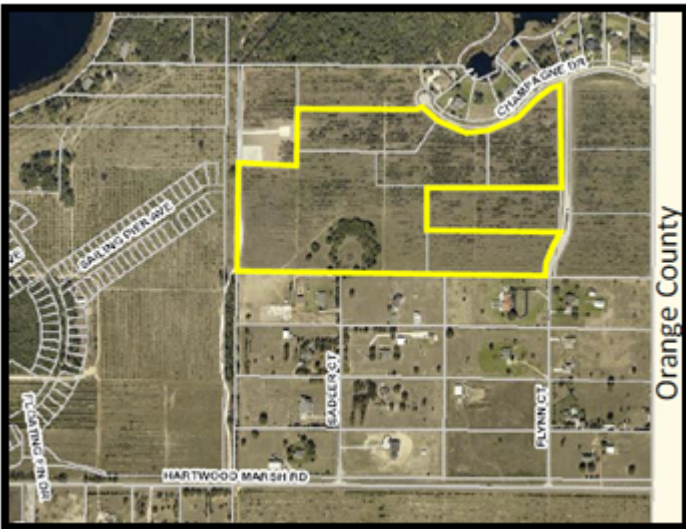
Daily Commercial
May 12, 2020



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, May 26, 2020	
Agenda Item Name	
Joint Planning Area Review	
Requested Action	
Staff Report	
Evergreen PUD/CPA The Lake County Board of County Commissioners is requesting comments from the City of Clermont regarding a 40-acre residential development located in the City's JPA and ISBA. The applicant, Daily Design Group, is requesting a future land use change in Lake County from Wellness Way 1 to Planned Unit Development PUD land use. In addition, a companion rezoning is being requested from Agriculture (A) to Planned Unit Development (PUD) zoning.  SITE ACCESS The property is located north of Hartwood Marsh Road with the only paved access via Flynn Court from Hartwood Marsh Road. The City reviewed a similar proposal in 2019 for a portion of the property. The proposed development consists of 78 lots at seventy (70) foot width and 2 estate lots consisting of approximately 5 acres each. The applicant proposes to access the subdivision through the existing 323 lot subdivision to the west, which is in the City of Clermont and known as Lakeview Preserve. The 2 estate lots will have access from Flynn Court. The majority of the property is currently platted as five acre tracts in a subdivision known as Prominent Pointe Phase II. The remaining acreage is not platted and is accessed via an unimproved road right of way with a width of 33 feet. The proposed access is through a gated subdivision in the City of Clermont. The paved access from Flynn Court or Champagne Drive does not meet County standards for providing access to the increased density of the proposed subdivision. It is the City's understanding that the County will require access from the existing Lakeview Preserve subdivision and will not allow access from Flynn Court from Hartwood Marsh Road.	

RESIDENTIAL DENSITY

The proposed subdivision has a density of 1.95 dwelling units per acre, not including the 2 estate lots. Therefore, the overall density would be 2 dwelling units per acre. It appears that the 2 estate lots are included in the subdivision to lower density, increase open space and provide stormwater retention. The 2 estate lots are approximately 10 acres, collectively. They do not function like the other 78 lots. If they were removed, the density would be calculated at 78 lots on 30 acres, or 2.6 dwelling units per acre. This is an increase over the 102-lot development on 45 acres previously reviewed in 2019 by the City. In addition, a portion of one of the estate lots is used for stormwater treatment. The overall PUD development under Lake County would also require 25% open space, which again is being facilitated by the 2 estate lots.

SERVICE DELIVERY

Providing services to these 80 lots will be the responsibility of Lake County and will cause major confusion and inefficient use of services to properly serve the residents. In addition, the smaller lots sizes wedged between the five acre tracts to the south and one acre tracts to the north does not provide an appropriate land use transition. The proposed lots do not fit the character of the existing development in the area.

FLU CHANGE

The proposed land use change from Wellness Way 1 to Lake County PUD would remove all the requirements to meet the Wellness Way policies in the County's Comprehensive Plan. In previous attempts to change the future land use designation, the proposals were required to include a non-residential portion due to the requirements of the existing Wellness Way policies. Notwithstanding the City's concern with the density and access issues, we concur with the elimination of the non-residential component.

ZONING & JPA

The applicant has applied for Lake County PUD Zoning and can request waivers to and as part of the proceedings, which would waive existing JPA requirements. The current Agriculture zoning in the County under the JPA requires 150-foot lot width, 43,560 square feet minimum lot area if clustering, and one dwelling unit per five acres. The rezoning request to a PUD includes lot sizes less than the minimum 75-ft lot size width in the Clermont JPA. The proposed development seeks lot sizes of 70 feet based upon the site plan and 8400 square feet.

ROADWAY NETWORK

The existing transportation network that would serve the development is currently exceeding the adopted level of service "F" on Hartwood Marsh Road. The current approved density for the subject property is currently five dwellings on 40 acres. The applicant is proposing to increase it to 80 total dwellings, which is an increase of 75 dwelling units. There have been no identified mitigation measures to address the additional traffic impacts from this proposed change.

SITE TOPOGRAPHY

The existing topography of the site appears to make it challenging to develop and meet the JPA requirement of elevation changes limited to 10 feet. The applicant has not provided confirmation that elevation changes would be within the 10 feet maximum.

CONCLUSION

The ISBA envisions properties such as the subject property at hand, could be annexed into the City of Clermont even if those lands are not immediately contiguous to the current City boundary. The City must consider the quality of place, character and context of development in relation to area assets, transportation access, educational institutions and physical environment. Staff believes the proposal does not provide appropriate site access, and fails to address impacts to Hartwood Marsh Road. In addition, the proposal permits a lot size inconsistent with the JPA requirements.

RECOMMENDATION

The proposed application should be denied and the existing character of the area should remain in the five-acre tracts, as platted under the Prominent Pointe II subdivision.

Staff is requesting your comments and recommendations for this project. In addition, a utility agreement will also have to be approved by the City Council later. These comments will be forwarded to the Lake County Board of County Commissioners.

Additional Analysis	
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Fiscal Impact Summary	
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Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
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1.	Site location	Site location.pdf
2.	Site plan	Site plan.pdf
3.	Site Access Exhibit	Site Access Exhibit.pdf

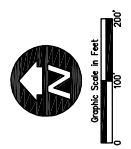
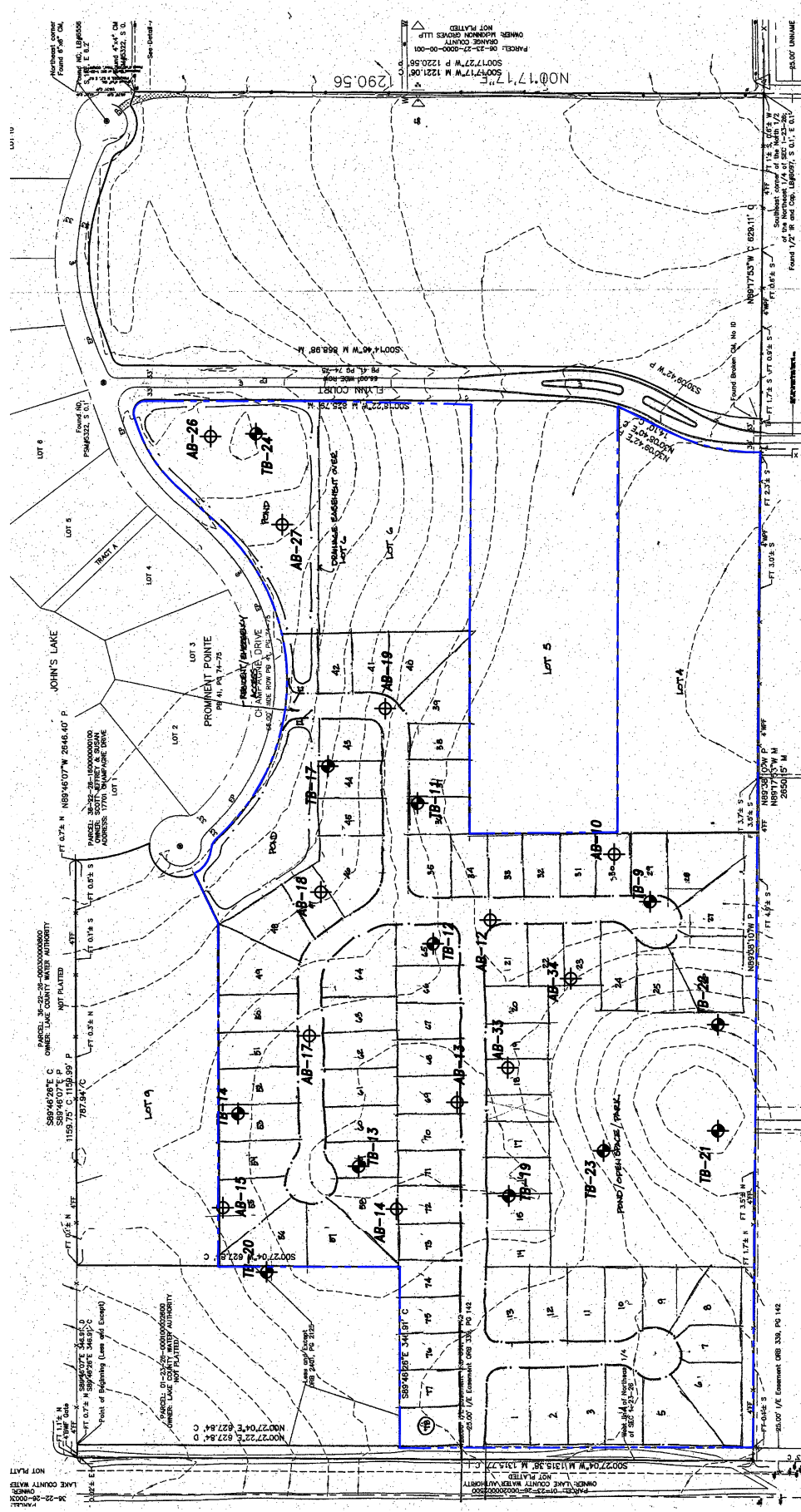
Site location – Evergreen PUD



Extreme – Latest Site Plan

- 78 – 70' lots versus 102 lots in previous submittal
- Emergency Access on Champagne (per County Comment)





LEGEND

- ⊕ APPROXIMATE AUGER BORING LOCATION
- ⊕ APPROXIMATE STANDARD PENETRATION TEST BORING LOCATION

SCALE:	JOB NO:
1" = 200'	GEO-15-0118
DRAWN:	DATE:
RLG	12/16/19
APPROVED:	FIGURE:
GS	4

BORING LOCATION PLAN
GEOTECHNICAL STUDY
PROPOSED RESIDENTIAL SUBDIVISION
EVERGREEN ESTATES
CLERMONT, LAKE COUNTY, FLORIDA



Extreme Groves Property Lake County, Florida

Site Data

Total Land Area

40.04 ac



daly design group
Urban Planning - Landscape Architecture - Project Management
913 N Pennsylvania Ave, Writer Park, Florida 32789
Phone 407 740 7373 - www.dalydesign.com
Job No.: 1527 Scale: nts Date: Dec 2019



EXHIBIT 3



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 26, 2020		
Agenda Item Name		
Fourth Of July Event Options		
Requested Action		
City Council to provide direction of date and location for the event.		
Staff Report		
Due to the unprecedented Covid-19 pandemic, the City Council discussed and approved during the May 12th City Council meeting, moving forward with the Fireworks originally scheduled for the July 4th Red, White and Boom event. City Council directed that the fireworks may be utilized as part of a July 4th event not held at Waterfront Park or for a different event. Staff will present various options due to the unknown State and Federal requirements that the City will be under.		
Additional Analysis		
Fiscal Impact Summary		
The City has \$25,000 budgeted for the July 4th event. \$15,000 of that is for the fireworks.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. SARC Bizhub20051911040	SARC Bizhub20051911040.pdf	
2. SCM-copy19020815070	SCM-copy19020815070.pdf	

Four Seasons Display, Inc.

5500 New Jersey Avenue
De Leon Springs, FL 32130
386-878-9832

April 10, 2020
Maritza Rivera
Program Manager
City of Clermont
620 W. Montrose Street
Clermont, Florida 34711

Hello Maritza,

Here at Four Seasons Display, Inc. we hope you and your families are staying safe and healthy during this time. We have been going over our show schedule and need to check in with all of our clients who have upcoming fireworks displays on our schedule.

You may have seen some reports about the shortages of fireworks and the impact this will have on the July 4th fireworks season. Here is some information directly from The National Fireworks Association:

What we know:

- There will be shortages in the fireworks supply chain this fireworks season, causing a negative impact on our industry.
- Inventories arriving in U.S. ports will be coming in later than usual, creating backlogs and additional delays – potentially into late Spring.
- Fireworks, particularly those on the consumer side, are “hyper-seasonal,” meaning virtually all of a single year’s revenue for a significant portion of the industry happens within a 3 to 4-day span right around the 4th of July. There is no other industry that faces such a “hyper-seasonal” business model.

Potential impacts for 1.3G and 1.4S professional fireworks:

- Decreased supply from China will likely lead to increased costs, as companies have to source other countries for supply.
- While large display shows celebrating Independence Day are expected to continue, there may be fewer shells shot as budgets remain flat. Most large display companies do carry significant inventories year to year, but for this year’s supplies, they may have to use premium shell sources. The shells will be better but will cost more. That means that without increased budgets, fireworks shows could see fewer shells shot.

- Small community display shows may suffer more or not happen at all. Typically shows such as these are carried out by smaller display companies that may not have a large carryover inventory. The shortages of supply this year could prove particularly harmful.

While, this may be true for much of the fireworks industry, we want to assure you that we are fully prepared for your fireworks display. Because you have a multi-year contract with us, we were able to plan ahead and purchase supplies more than a year in advance. Currently, we are awaiting a shipment of fireworks that was expected to arrive early in March. With fireworks manufacturing completed halted and ports closed, our fireworks container is not expected to be on the water until after July 4th. The good news is that those fireworks are for 2021 and beyond. Your display will not be impacted by any shortages, your show will not be smaller and it will not cost more.

With that said, we realize that much more goes into the planning of your Independence Day Celebration than the fireworks display. Please let us know what is happening with the plans for your event. What kind of contingency plans need to be considered for your particular event in reference to the fireworks display? Deposits are due this month but we realize that it may be too soon to know if the current situation will be behind us and if you will be able to hold your event. We would like to extend the deposit due date from 90 days before the event to 45 days before the event. Hopefully by May 20 we will all be back to business as usual and the Covid-19 outbreak will be contained. Forty-five day notice will allow me to secure insurance certificates and process permits in time. Please let us know if we need to adjust the contract, postpone, reschedule, etc. We are here to work with you to make the fireworks portion of your event planning as easy as possible.

We would like to hear from you as soon as possible regarding any plans already in motion and projected dates for decisions being made. The Client Agent for your contract is Darren Gray, so he must be the one to inform us of any changes to the contract prior to the deposit deadline of May 20. The sooner you can let us know the better. If you have any questions for us, please do not hesitate to call, text or email. We are here for you.

Sincerely,



Teresa Mann
Vice President

Four Seasons Display, Inc.
5500 New Jersey Avenue
De Leon Springs, FL 32130
386-878-9832

CONTRACT

THIS CONTRACT, entered into this ____ day of _____ 2019, by and between

FOUR SEASONS DISPLAY, INC.

AND

CITY OF CLERMONT

FOR AND IN CONSIDERATION of the mutual promise of benefits to be derived by both parties, they do hereby agree to the following and in this Contract CITY OF CLERMONT is known as CLIENT and MARITZA RIVERA is known as CLIENT'S AGENT.

FOUR SEASONS DISPLAY, INC. will present an Independence Day Fireworks display event on July 4, 2019, July 4, 2020, and July 4, 2021 for \$15,000 (Fifteen Thousand Dollars) per display. This contract includes the barge and all equipment necessary to present the displays on Lake Minneola at Waterfront Park in Clermont, Florida. The displays will be fired electronically from a support boat on Lake Minneola.

CLIENT AGREES in addition to show cost to reimburse Four Seasons Display, Inc. for any and all costs for fire protection if required by City of Clermont or local jurisdiction.

CLIENT AGREES to obtain proper permitting. **FOUR SEASONS DISPLAY, INC.** will provide necessary documents for CLIENT to obtain permitting.

CLIENT AGREES to supply a safe and secure set-up site for this event including crowd control.

FOUR SEASONS DISPLAY, INC. agrees to purchase adequate insurance consisting of not less than \$5,000,000 per occurrence to cover this event with CLIENT and other related entities designated by client as additional insured at no additional cost to client.

FOUR SEASONS DISPLAY, INC. will conduct this display in a safe manner and comply or exceed all distance requirements as regulated by local fire jurisdiction and NFPA 1123.

If, for any reason, (weather or any unsafe conditions) the fireworks show is canceled, **FOUR SEASONS DISPLAY, INC.** will be given the opportunity to re-schedule the show for a future date mutually agreed upon by both parties and set as rain date indicated below. In the event that both parties do not agree upon a future date, 50% of the total show cost would be paid to **FOUR SEASONS DISPLAY, INC.** for time and expenses incurred in preparation.

CLIENT PARTY CANCELLATION: Show will be re-scheduled and set as rain date set at time of deposit.

FOUR SEASONS DISPLAY, INC. will make every reasonable effort to conduct the display as scheduled. Should bad weather or any other unsafe condition prevent the display on the agreed dates, after crew is on site, set-up is in progress, or set-up is finished, CLIENT is responsible for additional expense and travel costs not to exceed 50% of the contracted price and will be deducted from the deposit or added to the final payment of the show.

CLIENT agrees to pay all Attorneys' fees, Court cost and a total of all incurred cost and/or loss if **FOUR SEASONS DISPLAY, INC.** should obtain an Attorney to enforce collection of this account.

CLIENT agrees to name **Four Seasons Display, Inc.** in all media correspondence and advertising concerning this event as the Fireworks Company presenting the display.

DEPOSIT: Deposit is due no later than 60 days before display date, each year.

DEPOSIT: A 50% Deposit of \$7,500.00 (Seven Thousand Five Hundred Dollars) is required to secure the shooting dates to make this contract valid and secure necessary proof of insurance. Deposit will be fully refundable if Four Seasons Display, Inc. cannot perform due to unavoidable circumstances. Deposit will not be refunded if event is cancelled on CLIENT'S behalf. Balance of \$7,500.00 (Seven Thousand Five Hundred Dollars) will be due upon completion of show.

FOUR SEASONS DISPLAY, INC. will waive the terms of the contract in the event that the City of Clermont is unable to budget or obtain the funds for a fireworks display, provided Four Seasons Display, Inc. is notified prior to the deposit due date. The terms of the contract will remain in force for the remaining years of the contract.

CLIENT'S AGENT: MARITZA RIVERA, Program Coordinator shall be designated as CLIENT'S AGENT to whom all questions and inquiries shall be sent. CLIENT'S AGENT shall be the only agent of the CLIENT authorized to request rescheduling of the delivery and exhibition of the fireworks display on part of the CLIENT.

THIS CONTRACT IS THE ENTIRE AGREEMENT BETWEEN BOTH PARTIES AND CAN ONLY BE MODIFIED IN WRITING WITH BOTH PARTIES SIGNATURES AND DEPOSIT OF \$7,500.00. DEPOSIT IS DUE AT LEAST 30 DAYS BEFORE DISPLAY DATE. THE CONTRACT BINDS AND BENEFITS BOTH PARTIES, THEIR SUCCESSORS AND ASSIGNS. TIME IS OF THE ESSENCE OF THIS CONTRACT.

The Parties have signed this contract for the date specified above:

Signature Teresa Mann

Teresa Mann, Vice President

Four Seasons Display, Inc.

5500 New Jersey Avenue

De Leon Springs, FL 32130

407-467-5410

FourSeasonsDisplayInc@gmail.com

Signature Darren Gray

Darren Gray, City Manager

City of Clermont

3700 South Hwy. 27

Clermont, FL 34711

352-394-3500

dgray@clermontfl.org

City of Clermont July 4th

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