



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, February 28, 2023**

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 extended by the Mayor or by majority vote of the Council. To avoid disruption of the meeting, speakers should avoid inappropriate language, personal attacks and derogatory statements and direct comments to the Council. Everyone is requested to be respectful of each other even when we disagree. All public comments should be directed to the Council, and the issue at hand. Everyone should avoid personal attacks and derogatory statements. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

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.

Item No. 1 - Meeting Minutes

Consider approval of the minutes of the January 24, 2023 and February 14, 2023 Council Meetings.

Item No. 2 - Surplus Request

Consider declaring end-of-life inventory as surplus from Police, Information Technology, City Manager, Building Services and dispose of it in accordance with the Procurement Policy.

Item No. 3 - Bid Award

Consider approval of construction contract between the city of Clermont and Vogel Bros. Building Co, to provide wastewater treatment plant improvements on Hancock Road in the amount of \$48,730,000 that includes a contingency fund of \$4,430,000 or 10% for unforeseen circumstances that may occur during the construction process.

Item No. 4 - Purchase of Police Vehicles

Consider purchasing from the Florida Sheriff's Association with Garber Ford to acquire eight (8) police vehicles for the amount of \$358,077.40.

Item No. 5 - Piggyback Pinellas County Contract

Consider piggyback contract with Advanced Roofing Inc. to provide roofing installation and repair services.

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Item No. 6 - Piggyback Contract and Budget Amendment

Consider piggyback contract with Traffic Control Devices, LLC to provide electrical services to install LPRs for \$30,000 with a corresponding budget amendment to the Police Impact Fund.

Item No. 7 - Piggyback Purchase of Playground Equipment

Consider the purchase of playground equipment for Hancock Park in the total budgeted amount of \$59,987.03 from the OMNIA Partners contract number 2017001134.

Item No. 8 - Resolution No. 2023-008R

Consider approval of Fiscal Year 2023 Budget Amendment to the General Fund, Sanitation Fund, and CRA Fund.

Item No. 9 - Event, Boat Ramp Closure, Trail Closure, Open Container Request
Pig On the Pond

Consider the event on October 13 - 15, 2023 to be held at Waterfront Park with an open container in approved area, fee waiver, signage on City property, fireworks, staff assistance and trail and boat ramp closure.

UNFINISHED BUSINESS

Item No. 10 - Variance Request
987 W. Magnolia Street

Consider tabling to April 25, 2023.

Item No. 11 - Resolution No. 2023-003R
Micro-Hospital CUP

Consider a conditional use permit to allow a single building to exceed 5,000 square feet in the Tuscany Village PUD.

Item No. 12 - Ordinance No. 2023-001 *Final Evaluation & Appraisal Review (EAR)*

Consider Ordinance to analyze the Comprehensive Plan Goals, Objectives, and Policies to ensure compliance with changes in state law and local conditions.

Item No. 13 - Ordinance No. 2023-008 *Final A&M 4 Cans, LLC.*

Consider an Ordinance to allow a non-exclusive garbage franchise agreement.

Item No. 14 - Ordinance No. 2023-013 *Final Recodification*

Consider an Ordinance to serve as an update and recodification of the entire City Code.

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NEW BUSINESS

Item No. 15 - Variance Request
601 E. Desoto Street

Consider allowing an existing residential front yard fence height to exceed the maximum 4-foot height allowed.

Item No. 16 - Resolution No. 2023-005R
Wesley Christian Academy CUP

Consider an amendment to allow the construction of a 25,000 sq. ft. educational building and a 2,200 sq. ft. pavilion on the First United Methodist Church property.

Item No. 17 - Ordinance No. 2023-009 *Intro*
Land Development Code Amendment-Murals

Consider amending Chapter 102 Signs; Section 102-26 Other Signs.

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.

Meeting agendas are available on the city website and are posted within the first floor 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
MINUTES
REGULAR COUNCIL MEETING
January 24, 2023

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, January 24, 2023 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30 pm with the following Council Members present: Council Members Gonzalez, Pines, Entsuah, and Purvis.

Other City officials present were City Manager Bulthuis, City Attorney Mantzaris, and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Police Chaplain Michael Saxe followed by the Pledge of Allegiance.

PRESENTATIONS

Clermont Sea Cadets Battalion Lt Gary Schindele presented updates on the program.

Battalion Lt Gary Schindele officially stepped down and a formal change of command ceremony took place. LTJG Michael Steidley presented the promotion appointment of Chief Petty Officer to Rachel Van de Riet.

Police Chief Broadway presented Chaplain Jeff Barnes with a retirement plaque for 10 years of service with the Clermont Police Department.

Chaplain Victor Lopez was sworn in by Police Chief Broadway and received a Chaplain badge.

PUBLIC COMMENTS

Charlene Forth, 939 W. Desoto Street - spoke on transparency of Council.

Banks Helfrich, 9100 Sands Lake Road – spoke about sustainable living.

Rebecca Thomas, 982 Nathan Ridge Road – asked Council to reconsider the denial of her variance request from the previous meeting.

Mayor Murry stated that he received her email and has staff looking into her request. City Manager Bulthuis stated that staff is drafting an amendment to the ordinance ,which prompted her to have to file for a variance, to change the setback minimums which would allow her to build her screen enclosure as requested. The goal is to take the amendment to the Planning Commission in March then to Council in March and April.

AGENDA CHANGES

City Manager Bulthuis informed the Council of the following agenda change:

Item No. 18 – Resolution No. 2023-003R, Micro-Hospital Conditional Use Permit

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A MICRO-HOSPITAL USE GREATER THAN 5,000 SQUARE FEET IN THE TUSCANY VILLAGE PUD, RESOLUTION 1532; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

City Manager Bulthuis informed the Council this is a request to table the item to February 28, 2023.

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Council Member Entsuah moved to table Resolution No. 2023-003R to February 28, 2023; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

REPORTS

CITY MANAGER REPORT

City Manager Bulthuis –

- Lake County tabled the discussion regarding raising Transportation Impact Fees to February 14, 2023. Council passed a resolution in support of raising impact fees on new development for transportation.
- Great Clermont Campout will be February 4–5 at Waterfront Park. Jennifer Stills, Parks & Recreation Manager, introduced Mark Wright- Ahern who is the new Coordinator for the events division.
- Laurie Windham, PIO provided an update on the Citizens Academy.

The program will be open to 25 citizens and will run March 23 through May 4 with weekly classes on Thursdays from 6:00pm to 8:00pm. The Citizen’s Academy will hear from key departments in the city to have an understanding of city operations.

CITY ATTORNEY REPORT

City Attorney Mantzaris – no report.

CITY COUNCIL REPORT

Council Member Gonzalez –

- Attended the Lake County Florida League of Cities meeting.
- Attended the Martin Luther King Jr. parade.
- Attended the Strong Town Initiative.
- Attended the Institute for Elected Municipal Officials in St. Augustine.

Council Member Purvis –

- Praised the Arts and Recreation staff.
- Inquired about Council rights to rebut citizen comments.

City Attorney Mantzaris stated that he can look into the matter and provide a response.

Council Member Entsuah –

- Great celebration at the Martin Luther King, Jr. parade.

Council Member Pines –

- Thanked staff for Martin Luther King, Jr. events.
- Happy Birthday to Mr. Bulthuis.

Mayor Murry –

- Great turnout for the 4th annual Martin Luther King, Jr. parade. City Manager Bulthuis and Deputy City Manager Davidoff walked the parade.

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- Presented a Proclamation to Clermont citizen Frank Klum in honor of his 100th birthday celebration.
- Attended Strong Towns Initiative.
- Happy Birthday to Mr. Bulthuis.
- Thanked Mr. Purvis for donating funds to feed the homeless in our area.

City Manager Bulthuis stated there will be a CRA meeting on February 14, 2023 at 6:00pm. The Beatles will be at the Arts and Recreation Center on February 14, 2023 at 7:00pm.

CONSENT AGENDA

Mayor Murry 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 – Surplus Request

Consider surplus from the departments of: Parks and Recreation, Finance, Public Services, and Building Services and dispose of in accordance with the Purchasing Policy.

Item No. 2 - Bid Award and Budget Amendment
Sunburst WTP Improvements

Consider awarding to L7 Construction, Inc. to provide water treatment plant improvements at Sunburst Lane in the budgeted amount of \$6,946,700.

Item No. 3 - Piggyback Purchase
Residential Recycling and Trash Containers

Consider piggybacking of HGACBuy Cooperative contract with Duramax Holdings LLC DBA Otto Environmental Systems for the budgeted amount of \$115,574.40.

Item No. 4 - Piggyback Omnia Contract

Consider piggyback contract with Herc Rentals Inc. to provide equipment rentals, related products and services.

Item No. 5 - Utility Agreement
Federico Rosado

Consider the utility agreement request for water only at an existing home located at 12029 S. Hancock Road.

Item No. 6 - Agreement Termination

Consider agreement termination between the City of Clermont and Wannemacher Jensen Architects, Inc. in the original amount of \$311,662 for the design of Fire Station No. 2.

Item No. 7 - Road Closure Request
Honor the Fallen 5k

Consider Road Closure request for "Honor the Fallen 5K" on March 4, 2023.

Item No. 8 - Event and Road Closure Request
Advent Health/FloDash

Consider Event and Road Closure request for "Freedom 5K" on July 4, 2023.

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Item No. 9 - Event and Boat Ramp Closure Request
Horrible Hundred 2023

Consider the Florida Free Wheelers Bicycle Club's annual event at Waterfront Park on Nov. 18 and 19, 2023, and Boat Ramp Closure on Sunday, Nov. 19, 2023.

Item No. 10 - Event, Fireworks, and Open Container Request
4th of July Red, White & Boom

Consider City Event request and Open Container area at Waterfront Park between 3rd Street and 4th Street on July 4, 2023 from 5:00 PM to 9:30 PM.

Item No. 11 - Event and Open Container Request
Sips and Salsa

Consider Event and Open Container request for the City of Clermont's Sips & Salsa cultural event co-hosted by the South Lake Chamber of Council in downtown Clermont on Sept. 23, 2023.

Item No. 12 - Event, Road Closure and Boat Ramp Closure Request
Light Up, Parade, and Cookies & Cocoa

Consider allowing the Clermont Parks & Recreation Department to host the annual holiday events in downtown Clermont with Street Closures for "Light Up Clermont" on Dec. 1, "Holiday Hometown Parade" on Dec. 2 with Boat Ramp Closure and "Cookies & Cocoa" on Dec. 8.

Charlene Forth pulled items 8 and 9 from the consent agenda.

Council Member Purvis moved to approve the consent agenda with the exception of items 8 and 9; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

Item No. 8 – Event and Road Closure Request, Advent Health/FloDash

Charlene Forth, 939 W Desoto St – complimented the event and how it is run.

Item No. 9 – Event and Boat Ramp Closure Request, Horrible Hundred 2023

Charlene Forth, 939 W Desoto St – spoke on the behavior of the attendees in the past.

Council Member Purvis moved to approve consent agenda items 8 and 9; Seconded by Council member Pines. Passed unanimously 5-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 13 – Ordinance No. 2023-002, MSTU Final

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AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTED PURSUANT TO SECTION 125.01(l)(q), FLORIDA STATUTES (1999), CONSENTING TO THE INCLUSION OF THE CITY OF CLERMONT, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MUNICIPAL SERVICE TAXING UNIT FOR A SPECIFIED TERM OF YEARS; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

City Manager Bulthuis explained the City is currently on a one year contract with the county for services. The county adds a millage rate to city residents for the service of ambulance and emergency medical services. Lake County is asking for a contract with no end date, staff is proposing a 5 year contract with a 1 year out, if the city decides they would no longer want to utilize the county's services.

Mayor Murry opened the public hearing. There were no comments. Mayor Murry closed the public hearing.

Council Member Purvis moved to approve Ordinance No. 2023-002; Seconded by Council Member Entsuah. The motion passed by roll call vote 5-0.

Items No. 14 and 15 were heard concurrently and voted on separately.

City Clerk Howe read the following two ordinances aloud by title only.

Item No. 14 - Ordinance No. 2023-003, Firefighter Pension Plan Revisions Final

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT FIREFIGHTERS' PENSION TRUST FUND, AS ADOPTED BY ORDINANCE NO. 304-C; PROVIDING PLAN BENEFIT REVISIONS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

Item No. 15 - Ordinance No. 2023-004, Police Officers Pension Plan Revisions Final

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT POLICE OFFICERS' RETIREMENT PLAN, AMENDING CHAPTER 46; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Manager Bulthuis explained when the contracts were signed with the Police and Fire Unions, there were amendments to the pension agreements. The amendments take time to get through the processes. Staff has been working with the pension boards to make the necessary changes.

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Mayor Murry opened the public hearing. There were no comments. Mayor Murry closed the public hearing.

Council Member Purvis moved to approve Ordinance No. 2023-003; Seconded by Council Member Pines. The motion passed by roll call vote 5-0.

Council Member Gonzalez moved to approve Ordinance No. 2023-004; Seconded by Council Member Purvis. The motion passed by roll call vote 5-0.

NEW BUSINESS

Item No. 16 – Variance Request, Wallace Property/DWW Square

Development Services Director Henschel presented the item. The applicant is requesting the following two variances: (1): To allow for a reduced rear yard setback to be 14 feet instead of 25 feet as required by the code, Section 122-206 and (2): To allow for a landscape buffer width between adjacent properties to be 5-foot wide instead of the minimum 10-foot width requirements for the Land Development Codes, Section 118-37. The vacant 0.216 +/- acre parcel is located on the south side of State Road 50 and west of 2nd Street. The parcel zoning is C-1 Light Commercial and the designated Future Land Use is Commercial.

The applicant is proposing development of a 1,650 square foot retail building onsite. The applicant indicates the size of the property along with compliance with the Land Development Regulations provides development challenges that justify the requested variances needed to allow for reasonable use of the land. The proposed project design layout provides a floor area ratio (FAR) of 0.175, which is less than the 0.25 (FAR) maximum allowed by the Comprehensive Plan for Commercial Development. The site as designed will require a minimum of five (5) onsite parking spaces, which is calculated at one space per 333 square feet of floor area. The adjacent property boundaries have C-1 Light Commercial zoning. The proposed retail use is permitted in the C-1 Light Commercial zoning district and will not be out of character with the existing development patterns for the area.

City staff finds the proposed development is consistent with the Comprehensive Plan goals, objectives and policies for commercial land use. The proposed development, as designed, would allow the applicant to use the property on a parcel that is very constricted. The applicant originally proposed a 2,000 square foot building, which required five variances to be considered. The applicant redesigned the site and reduced the building size to make the maximum use of the property with the minimal number of variance requests. The requested variances seem to be the minimum required in order to develop the site. Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does meet a positive finding on all of the five review criteria. Therefore, staff recommends approval of the requested variances.

One additional recommendation that staff is making for this site is to place a fence along the western and southern borders of the property.

Jimmy Crawford was present on behalf of the applicant. They are okay with the fence for security and privacy. The Project Engineer is also present and available for questions.

Mayor Murry opened the public comments. There were no comments. Mayor Murry closed the public comments.

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Discussion was had regarding the retention pond and where the trash will be placed outside of the building. The owner, Mr. Wallace stated that it will be done by a private company and they can keep it on the east side of the building.

Council Member Purvis moved to approve the variance request as presented with the inclusion of the trash cans to be kept on the east side of building and vinyl fence on west and south; Seconded by Council Member Gonzalez. Passed unanimously 5-0 with all members present voicing aye.

Item No. 17 – Event, Open Container Request and Fee Reduction, THE Spring Games

Parks and Recreation Director Brian Forman presented the request. In 2017, THE Spring Games was classified by the City Council as a "Community Partner Event" along with Pig on the Pond and The Sommer Sports Triathlon Series. Each year, college softball teams from around the country compete in Lake County and other locations. This year, THE Spring Games will be held at seven (7) locations throughout Florida with three (3) of those locations being in Lake County; Hancock Park, Legends Way, and Sleepy Hollow Softball Complex in Leesburg. Previous to being named a "Community Partner Event", the City Council had annually waived 50% off field rental fees.

For the 2022 tournament, the City Council waived 100% of field usage fees, the cost of the daily porters, and the cost of the recreational softball league (CGFP) annual banquet, total fees waived were \$16,475. As in past years, staff is requesting field usage fees, the cost of the daily porters, and the cost of the CGFP banquet to be waived. The total requested fee waiver would be an estimates \$18,300.

THE Spring Games have also submitted an Open Container request in order to sell alcohol at Hancock Park. This is the first time that alcohol will be available for an event at Hancock Park. Staff is requesting approval of their Open Container request. Lake Catherine Farms will be the licensed and insured vendor. Off-duty officers are required to be present while alcohol is available, identical to other events that sell alcohol and have an open container area. Based on the area requested and number of attendees, the Police Department has determined that 2 officers are required while sales are occurring.

City Manager Bulthuis stated that last year Council asked staff to review the issue of alcohol during THE Spring Games. Staff reviewed their plan and staff supports the request.

J. R. Rozier, Operations Director of THE Spring Games introduced himself and stated that he is available for any questions.

Mayor Murry opened the public hearing.

Charlene Forth, 939 W. Desoto Street – expressed concern on reducing fees for events.

Mayor Murry closed the public hearing.

Council Members discussed waiving fees for events and what events bring in to the city in return. City Manager Bulthuis clarified that the applicant will be paying for their own security for the event.

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Council Member Purvis moved to approve item 17 as presented with the provision the event coordinators provide required police enforcement personnel at their expense; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

Item No. 18 – *This item was addressed earlier in the meeting and tabled to the February 28, 2023 meeting.*

ADJOURN: With no further comments, this meeting adjourned at 7:57 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

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February 14, 2023

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, February 14, 2023 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30pm with the following Council Members present: Council Members Gonzalez, Pines, Entsuh and Purvis.

Other City officials present were City Manager Bulthuis, City Attorney Mantzaris, and Deputy City Clerk Wisniewski.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Fire Chaplain Rick Spence followed by the Pledge of Allegiance.

PRESENTATIONS

Assistant Fire Chief Johnston recognized Car Store Towing for their partnership with the Clermont Fire Department.

Fire Captain Casler spoke about the business and owner, Mr. Paquette, and how they have helped the Fire Department. They have donated over 20 vehicles in the last year, provided access to their facilities and allowed training sessions. By doing so, the Fire Department has been able to train in heavy extrication. Captain Casler thanked Mr. Paquette for their support and providing exceptional services to the city.

PUBLIC COMMENTS

Charlene Forth, 939 W. Desoto Street - spoke on transparency of Council.

REPORTS

CITY MANAGER REPORT

City Manager Bulthuis –

- Providing an update on the commercial megacycles. The city has received zero complaints and have had no incidents or any problems.
- The Police Department was awarded an FDOT speeding and aggressive driving enforcement grant in the amount of \$65,000 with no match. Council will need to approve to accept the grant funds. It will fund equipment and some overtime for Police Officers. The grant is good through September 2023.

Council Member Pines moved to approve the FDOT grant; Seconded by Council Member Gonzalez.

Council Member Entsuh asked if we are the only city that has received this grant. Police Chief Broadway stated that other cities have also received this grant.

Passed unanimously 5-0 with all members present voicing aye

CITY ATTORNEY REPORT

City Attorney Mantzaris – No report.

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CITY COUNCIL REPORT

Council Member Pines – No report

Council Member Entsuah – No report

Council Member Purvis – No report

Council Member Gonzalez – No report

Mayor Murry – thanked the citizens for attending the last Mayor’s luncheon.

CONSENT AGENDA

Mayor Murry 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.

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| Item No. 1 – Minutes Approval | Consider approval of the minutes of the December 13, 2022 and January 10, 2023 Council Meetings and the January 17, 2023 Council workshop. |
| Item No. 2 – Resolution No. 2023-006R | Consider the Declaration of the City’s intent to seek reimbursement from tax-exempt obligations for the Wastewater Expansion Project not to exceed \$30 million. |
| Item No. 3 – Task Order Approval and Budget Amendment | Consider Task Order approval for Phase II Environmental Study for the property located on Max Hooks Road with Halff Associates, Inc. to provide engineering services in the budgeted amount of \$62,101 with a Budget Amendment to the General Fund. |
| Item No. 4 – Task Order Change Order | Consider approval for additional services to a previously approved Task Order for the 8th Street Pier replacement with Halff Associates, Inc. to provide surveying services for the budgeted amount of \$33,116. |
| Item No. 5 – Single Source Term Contract Award | Consider approval of single source determination and term contract award from Container Systems & Equipment Inc. to purchase parts and repairs for sanitation trucks on an as-needed basis. |
| Item No. 6 – Single Source Purchase for Streetscape Benches | Consider single/sole source purchase from Rep Services, Inc. to acquire DuMor benches for the Streetscape project in the budgeted amount of \$127,877. |

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| Item No. 7 – Contract Amendment | Consider amendments to annual term contracts that have exceeded or may exceed \$50,000 on an annual basis. |
| Item No. 8 – Purchase of Police Vehicles | Consider purchasing from the State of Florida contract number 25-00000-21 STC with Step One Automotive Group to acquire two (2) police vehicles for the amount of \$70,376. |
| Item No. 9 – Purchase of Vehicles for Parks & Recreation | Consider purchasing from the Florida Sheriff's Association Contract contract number FSA23-TOY1.0 with Seminole Toyota to acquire two (2) Toyota Tacoma's and three (3) Rav4's in the budgeted amount of \$142,388. |
| Item No. 10 – Justice Assistance Grant (JAG) | Consider Justice Assistance Grant for a Breaching Door Trainer with a required cost to the city in the budgeted amount of \$2,461. |

Council Member Purvis moved to approve the Consent Agenda as presented for February 14, 2023; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

NEW BUSINESS

Item No. 11 – Ordinance No. 2023-008, A&M 4 Cans, LLC. Introduction

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, GRANTING A GARBAGE COLLECTION FRANCHISE TO A&M 4 CANS, LLC. PROVIDING FOR THE TERM OF THE FRANCHISE AND FOR OTHER PURPOSES CONNECTED WITH A FRANCHISE FOR THE COLLECTION OF GARBAGE WITHIN THE CITY OF CLERMONT.

Deputy City Clerk Wisniewski read the title aloud.

Council Member Purvis moved to introduce Ordinance No. 2023-008; Seconded by Council Member Entsua. Passed unanimously 5-0 with all members present voicing aye.

Item No. 12 – Ordinance No. 2023-013, Recodification Introduction

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ENACTING A RECODIFIED CODE OF ORDINANCES FOR THE CITY OF CLERMONT; REVISING, AMENDING, RESTATING, CODIFYING, AND COMPILING CERTAIN EXISTING GENERAL ORDINANCES OF THE CITY PERTAINING TO SUBJECTS EMBRACED IN SAID CODE; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

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Deputy City Clerk Wisniewski read the title aloud.

Council Member Gonzalez moved to introduce Ordinance No. 2023-013; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

A citizen inquired about the public hearing on this item. City Attorney Mantzaris explained that the public can speak on this item at final adoption.

ADJOURN: With no further comments, this meeting adjourned at 6:53 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Tuesday, February 28, 2023																				
Agenda Item Name																				
Surplus Request																				
Requested Action																				
Requesting approval to declare end-of-life inventory as surplus from the Police Department, Information Technology Department, City Manager Department , Building Services Department and dispose of it in accordance with the Procurement Policy.																				
Staff Report																				
The Procurement Services Department, on behalf of the Police Department, Information Technology Department, City Manager Department, Building Services Department recommends approval of the above action. The following inventory has reached its end-of-life service and approval to surplus these items is being requested. <u>Police Department</u> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>Old Konica Minolta Copier</td> </tr> </table> <u>Information Technology Department</u> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(45)</td> <td>Wireless Access Points with Antenna Kits</td> </tr> <tr> <td>(52)</td> <td>SR2208P 8 Port Gigabit Ethernet Switch with POE</td> </tr> </table> <u>City Manager Department</u> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>Old Konica Minolta Copier C360</td> </tr> </table> <u>Building Services Department</u> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>Old Deskphone and Battery</td> </tr> </table> Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. The non-salvageable property will be disposed of appropriately.			Qty.	Property Description	(1)	Old Konica Minolta Copier	Qty.	Property Description	(45)	Wireless Access Points with Antenna Kits	(52)	SR2208P 8 Port Gigabit Ethernet Switch with POE	Qty.	Property Description	(1)	Old Konica Minolta Copier C360	Qty.	Property Description	(1)	Old Deskphone and Battery
Qty.	Property Description																			
(1)	Old Konica Minolta Copier																			
Qty.	Property Description																			
(45)	Wireless Access Points with Antenna Kits																			
(52)	SR2208P 8 Port Gigabit Ethernet Switch with POE																			
Qty.	Property Description																			
(1)	Old Konica Minolta Copier C360																			
Qty.	Property Description																			
(1)	Old Deskphone and Battery																			
Additional Analysis																				
Fiscal Impact Summary																				
The surplus property anticipated value is \$ 1,000.00																				
Fiscal Impact	Fund Number and Description	Available Budget Amount																		
Exhibits Attached (copies of original agreements)																				
1.	Building Services Disposal	Building Services Disposal.pdf																		
2.	City Manager Disposal	City Manager Disposal.pdf																		
3.	Police Disposal	Police Disposal.pdf																		
4.	Information Technology Disposal	Information Technology Disposal.pdf																		



PROPERTY DISPOSAL FORM

Dept. / Division: CITY MANAGER Property Tag #: n/a
Contact Person: Becki Young Phone: 352-241-7339
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Konica Minolta Copier/Printer - Bizhub C360

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** _____

Director Signature: 

Date: 2/3/23

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: 2-28-23

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Brent Joyner Phone: 3525368407
Year / Make / Model: Konico Minolta Biz Hub C220 Vehicle No.
Miles / Hours: 15+ years old Serial / VIN: 94786385
Description of Property Printer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: 

Date: 2-2-23

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:

Revised 4/12/2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, February 28, 2023	
Agenda Item Name	
Bid Award	
Requested Action	
Requesting approval of a construction contract between the City of Clermont and Vogel Bros. Building Co, to provide wastewater treatment plant improvements at Hancock Rd.	
Staff Report	
The wastewater treatment plant located at 3335 Hancock Road was constructed in 2002 to treat 2 million gallons a day, then expanded in 2008 to treat 4 million gallons a day. This plant not only provides treatment for residents within our service area, it also provides treatment for the Town of Montverde, Town of Oakland and a portion of the City of Minneola. The City was required by the Florida Department of Environmental Protection (FDEP) to start working on a plant expansion design once capacity reached 80%. In 2019, the plant is operating at approximately 76% capacity and expected to reach the permitted capacity of 4 million gallons a day between the years of 2023 and 2024. In November of 2019, the City contracted with an engineering firm to assist with expanding the treatment capacity to 6.5 million gallons a day with a build out capacity of 9 million gallons a day. The Procurement Services Department and the Public Services Department recommend approval of the above action. The Procurement Services Department issued a Request for Bid (RFB) number 23-002 to acquire a qualified company for the construction of the wastewater treatment plant improvements. The RFB was fully competed, advertised, and complied with the City of Clermont Purchasing Policy. There were four (4) responses to the RFB. The scope of work involves: Construction of a new headworks structure that is a common wall with a flow equalization structure. Construction of a new biological nutrient removal reactor with anoxic and aerobic compartments, mixing equipment, aeration equipment, an internal recycle channel with a control gate, baffles, effluent weir and appurtenant piping, electrical, and control facilities. Construction of one 85-foot diameter clarifier with a spiral blade sludge collector, Stamford baffle, scum collection and pumping system, effluent baffles and weirs, sludge pumping system, and related piping, flow measurement, electrical, and control components. Replacement of one effluent transfer pump and related piping, valves, electrical equipment, and controls Construction of a new dual-chambered aerated sludge holding tank with coarse bubble diffused aeration systems, blowers, decanting facilities, sludge feed pumps, and related piping, valves, electrical equipment, and controls. Replacement of existing RAS/WAS pumps. Waste activated sludge flow metering and piping modifications. Installation of one additional reclaimed water pump and related piping, valves, electrical equipment, and controls. Paving, grading, drainage, and stormwater management improvements along with structural, electrical, and instrumentation and control modifications and improvements. Award is being recommended for construction of the project to the low, responsive, and responsible bidder Vogel Bros. Building Co, in the lump sum amount of \$44,300,000 who complied with all terms, conditions, and specifications stated in the RFB. A contingency fund of \$4,430,000 or 10% is being sought for unforeseen circumstances that may occur during the construction process. The fiscal impact of \$48,730,000 includes contingency values.	
The Sewer impact fund had a FY23 starting balance of	\$15,263,941
The estimated revenues for FY23 are	\$3,000,000.
Grants	\$2,000,000

Total funds:		\$20,263,941.
Estimated expenditures:		
Wastewater treatment plant expansion FY23		\$8,000,000.
Wastewater treatment plant engineering services FY23		\$200,000.
Investment advisor		\$5,000.
Bank service charges		\$2,800.
Debt services		\$1,800,000.
Total expenditures:		\$10,007,800.
Total estimated FY23 balance:		\$10,256,141.
While the budget shows costs of \$48.7 million, staff only expect costs this fiscal year to be around \$8.2 million. The budget will be amended at the end of the year to show this year's costs and what costs will occur next fiscal year. The expected project costs for FY24 is around \$8.2 million. The City is seeking a long-term bank note for \$27,300,000 for the remaining costs of the project. This will be an estimated debt service increase of \$2,000,000 per year.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$8,200,000 is included in the current year's approved budget.		
Department Account Code: 44535-66900-35114 \$200,000 42535-66201-35301 \$2,000,000 44535-66201-35114 \$8,000,000		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$200,000	44535-66900-35114 CAP OUT-PS	\$605,000
\$2,000,000	WWTF EXPPANSION	\$2,000,000
\$8,000,000	42535-66201-35301 CAP OUT	\$11,000,000
	WWTP COST REIMBURSEMENT	
	44535-66201-35114 CAP OUT-	
	BLDG-WWTF EXPANSION	
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 28, 2023		
Agenda Item Name		
Purchase of Police Vehicles		
Requested Action		
Requesting approval to purchase from the Florida Sheriff's Association contract number FSA22-VEL30.0 Pursuit, Administrative & Other Vehicles with Garber Ford to acquire eight (8) police vehicles for the budgeted amount of \$358,077.40.		
Staff Report		
The Procurement Services Department and the Police Department recommend approval of the above action. In accordance with the direction of the City Council, the Procurement Services Department issued a Request for Interest (RFI) number RFI 23-049 to notify local vendors of the City's intent to utilize other governmental entities' contracts. 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 the Council approves the piggyback purchase of the eight (8) police vehicles from the Florida Sheriff's Association contract number FSA22-VEL30.0 Pursuit, Administrative & Other Vehicles. The State of Florida contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The Fiscal Impact of \$358,077.40 for eight vehicles is within the approved FY 2023 budget. They are all replacement vehicles and will be purchased from Infrastructure Surtax Fund. Department Account Code: 12521-66400.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. FSA QUOTE ITEM #227	FSA QUOTE ITEM #227.xlsx	
2. FSA QUOTE ITEM #261	FSA QUOTE ITEM #261.xlsx	
3. RFI 23-049	RFI 23-049.pdf	



CLERMONT

Specification #	227
Unit Description	INTERCEPTOR ECOBOOST K8A/99C

Prepared for:

Prepared by:

1/3/2023

CLERMONT

ATTN: LT NICK BLOOM

NBLOOM@CLERMONTFL.ORG

352.394.5588

Garber Ford, Inc.

Todd Brandt

(904) 264-2442 ext.2348 FAX: (904) 284-0054

3380 Hwy 17 Green Cove Springs, FL 32043

tbrandt@garberautomall.com



**Florida Sheriffs
Association**

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org)
Purchasing contract number is FSA22-VEL30.0 Pursuit, Administrative & Other
Vehicles, expiring September 30th, 2023. If you have any questions regarding this
quote please call!

CENTRAL ZONE

K8A/ 99C

2023 FORD INTERCEPTOR UTILITY AWD, 3.0L ECOBOOST, K8A

\$44,722.00

Codes	Optional Equipment	Unit Price	Net Price
500A	POLICE PACKAGE	Included	\$0.00
99C	3.0L ECOBOOST ENGINE	Included	\$0.00
44B	10-SPEED AUTOMATIC TRANSMISSION	Included	\$0.00
UM	SOLID EXTERIOR PAINT: AGATE BLACK	Included	\$0.00
96	CLOTH BUCKETS W/REAR VINYL: CHARCOAL BLACK	Included	\$0.00
51R	DRIVERS SPOTLAMP	Included	\$0.00
60A	GRILLE PREWIRING	49	\$49.00
55F	KEYLESS ENTRY PACKAGE	Included	\$0.00
52P	HIDDEN DOOR LOCK PLUNGERS/DOOR HANDLES-LOCKS INOP	159	\$159.00
68G	REAR DOORS HANDLES AND LOCKS INOP	Included	
55B	BLIND SPOT INFORMATION SYSTEM	544	\$544.00
86T	PREDRILL HOLE IN TAIL LAMP	59	\$59.00
43D	DARK CAR	24	\$24.00
76P	PRE-COLLISION ASSIST/PREDESTRIAN DETECTION	114	\$114.00
76R	REVERSE SENSING SYSTEM	274	\$274.00
68B	POLICE PERIMETER ALERT	674	\$674.00
			\$0.00
			\$0.00
	DEALER INSTALLED		\$0.00
TINT	TINT DARK AS LEGAL W/STRIP	320	\$320.00
TTP	TWO TONE PAINT: DOORS ONLY IN WHITE	1195	\$1,195.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
YTAG/DEL	YELLOW STATE TAG AND DELIVERY	116.55	\$116.55
TOTAL			\$ 48,250.55

5

\$241,252.75



REQUEST FOR INFORMATION

RFI 23-049

INTENT TO UTILIZE THE FLORIDA SHERIFFS ASSOCIATION CONTRACT TO PURCHASE VEHICLES

City of Clermont
685 W. Montrose Street
Clermont, FL 34711

RELEASE DATE: February 13, 2023

DEADLINE FOR QUESTIONS: February 21, 2023

RESPONSE DEADLINE: February 21, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/clermontfl>

City of Clermont
REQUEST FOR INFORMATION
Intent to Utilize the Florida Sheriffs Association Contract to
Purchase Vehicles

- I. Introduction
- II. Response Procedures.....

1. INTRODUCTION

Thank you for your interest in doing business with the City of Clermont. If you are interested in preparing a response to this Request For Information, please read the solicitation package in its entirety prior to submitting a response.

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

All respondents must be registered with the Florida Department of State and licensed to do business in the State of Florida.

1.1. Summary

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Vehicles

1.2. Contact Information

John Graczyk

Deputy Chief

3600 South US 27

CLERMONT, FL 34711

Email: jgraczyk@clermontfl.org

Phone: [\(352\) 536-8410](tel:(352)536-8410)

Department:

Police

1.3. Timeline

Solicitation Release Date	February 13, 2023
Question Deadline	February 21, 2023, 12:00pm
Response Deadline	February 21, 2023, 3:00pm

2. RESPONSE PROCEDURES

2.1. Standard RFI

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

- A. Company Name: Garber Ford
- B. Contract Number and Title: FSA22-VEL30.0 Pursuit, Administrative & Other Vehicles
- C. Length of Contract: Through September 30, 2023
- D. Product or Service Provided: Five (5) 2023 Ford Interceptors Item #227 and Three (3) 2023 Ford Explorers Item #261
- E. Estimated Annual Expenditure: \$358,077.40

If you're a local vendor, please contact the Procurement Services Director by email prior to Tuesday, February 21, 2023 to advise whether your company can provide any of the products or services mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or service described. Respondents are not to provide pricing. All responses will be evaluated by the Procurement Services 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.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, February 28, 2023		
Agenda Item Name		
Piggyback Pinellas County Contract		
Requested Action		
Requesting approval for piggyback contract number 190-0336-B(AR) from Pinellas County piggyback contract with Advanced Roofing Inc. to provide roofing installation and repair services.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from Pinellas County number 190-0336-B(AR), to provide roofing installation and repair services. The Pinellas contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The award includes an initial one (1) year agreement with two (2) additional one (1) year renewals at the option of the city. Based on this, staff recommends that Council approve to piggyback the Pinellas County number 190-0336-B(AR). This contract will provide roofing installation and repair services on an as-needed basis. The quote for City Hall roof repair is included as an attachment and the cost to replace the roof is \$174,449.08. The total cost of the roofing installation and repair services contract can not exceed \$3,000,000. The use of piggyback contracts is allowed under the Purchasing Policy Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual usage does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
The Fiscal Impact of \$200,000 for the City Hall Roof is included in the current year's approved budget. Department Account Code: 12549-66201-19103 Other services performed under this contract will be covered within the approved budget of the respective departments.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 190-0336-CP	190-0336-CP.pdf	
2. 190-0336-BAR	190-0336-BAR.pdf	
3. Proposal Package- Clermont City Hall Revised	Proposal Package- Clermont City Hall Revised	

2.20.23	2.20.23.pdf
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AGREEMENT

THIS AGREEMENT, made and entered into by and between Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

Advanced Roofing Inc

(Corporation, Partnership or Individual Proprietor)

Authorized to do business in the State of Florida, with place of business located at:

4909 West Knollwood St.

Tampa, FL 33436

herein after designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the sum not to exceed Three million, eight hundred ninety thousand & no/100 DOLLARS \$3,890,000.00

to be paid by the COUNTY to the CONTRACTOR as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. THE CONTRACTOR AGREES:

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under **Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services, Bid No: 190-0336-B(AR)**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.
- B. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.
- C. To procure all insurance as required by the Instructions to Bidders.
- D. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.
- E. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off the Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Project Manager, for the conducting of such inspections and tests as it may require.
- F. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.

- G. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement. The County reserves the right to reject any subcontractors or equipment.

Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement.

- H. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.
- I. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

- J. Local, State, and Federal Compliance Requirements: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

2. IT IS MUTUALLY AGREED:

- A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.
- B. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.
- C. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

- D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
 - E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.
 - F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.
3. The documents comprising this Agreement, which shall be known as the "Contract Documents", include the entirety of County's ITB pursuant to which this Agreement is awarded, including any addenda, and Contractor's submittal thereto. The following portions of the Contract Documents are listed for the purposes of determining priority:

CHANGE ORDER(S)

ADDENDA (if applicable)

SECTION B SPECIAL CONDITIONS

SECTION D SPECIFICATIONS

If there is a conflict between the terms of the Contract Documents, then the conflict shall be resolved according to the following order of priority: any terms required as a condition of grant funds shall have first priority; then the terms of this Agreement; then **the terms of the above listed documents shall be given preference in their above listed order; and then the terms of any remaining documents.**

4. **PUBLIC RECORDS – CONTRACTOR'S DUTY**

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 Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

5. This Agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and
through the Board of County Commissioners

Pat Gerald

Chairman

November 17, 2020

Date

ATTEST:

Ken Burke,

Clerk of the Circuit Court

By: Kenneth Burke

Deputy Clerk



Advanced Roofing Inc

By:

Signature: [Signature]

Print Name: Michael Kornahrens

Title: Vice President

APPROVED AS TO FORM

By:

Doriki T. Leuke

Office of the County Attorney

Solicitation 190-0336-BAR

Roofing Services & Supplies, Waterproofing & Related Products and Services

Bid Designation: Public

Pinellas County Government

Bid 190-0336-BAR

Roofing Services & Supplies, Waterproofing & Related Products and Services

Bid Number **190-0336-BAR**
Bid Title **Roofing Services & Supplies, Waterproofing & Related Products and Services**

Bid Start Date **Jun 22, 2020 3:31:20 PM EDT**
Bid End Date **Jul 14, 2020 3:00:00 PM EDT**
Question &
Answer End Date **Jul 1, 2020 3:00:00 PM EDT**

Bid Contact **Merry Celeste**
727-464-3559
mceleste@co.pinellas.fl.us

Contract Duration **5 years**
Contract Renewal **Not Applicable**
Prices Good for **60 days**

Bid Comments **OBJECTIVE**
This ITB is for a multiple full-service roofing contractor to perform roofing and drain inspections, repairs of various types and ages of buildings located throughout the County. The successful bidder will provide all labor and materials necessary to perform the work described in the Scope of Work.

BACKGROUND
The County requires a roofing contractor's expertise to facilitate proactive inspections and required replacement and repair of roofing systems as listed in the contract specifications. This contract encompasses buildings of various types and ages located throughout the County.

SCOPE OF WORK
Bidder shall apply, install, connect, erect, use, clean, and condition manufactured articles, materials, fixtures, and equipment in accordance with the manufacturers' specifications

This is a two-step invitation of bid (ITB) process; Step 1 consists of bidder requirements and qualifications. Once bidders have been deemed qualified, bidders will be requested to submit pricing as Step 2 of the bid process.

Step 1: See pages titled QUALIFICATION SUBMITTAL FORM section for submitting Step 1 by the Step 1 due date and time listed on Page 1.

Step 2: An Addendum will be issued listing the bidders whom are qualified to submit bid pricing using Section D – Submittal and Bid Summary along with Page 1 of this Invitation to Bid (ITB) following other requirements of this ITB by the Step 2 due date and time listed on Page 1.

Item Response Form

Item **190-0336-BAR--01-01 - Section E - Bid Submittal and Summary**
Quantity **1 lump sum**
Unit Price
Delivery Location **Pinellas County Government**

Pinellas County Government
400 S. Ft. Harrison Ave
6th Floor Purchasing
Clearwater FL 33756
Qty 1

Description

Lump Sum from Section E Bid Submittal and Summary

Bid Title: Roofing Services & Supplies, Waterproofing & related Products and Services

Bid Number: 190-0336-B(AR)

In an effort to continue to protect the public and our County workers, we have migrated to an automated process of bid/proposal receipt submittals and bid openings. Bids and proposals will be received and opened electronically and visible to vendors and the public.

Contractors/vendors are required to register with BidSync for free in advance of a scheduled bid/proposal opening and upload the required documents as requested in the solicitation prior to the submission deadline. All bids/proposals will be opened via an electronic lockbox at the same time. Contractors/vendors will be capable of viewing bid results after they are received and opened electronically.

To register as a supplier/vendor use the following link: <https://prod.bidsync.com/bidsync-basic> , (“X” out the advertisement in the top right corner to proceed to registration). Once logged in, current solicitations can be accessed and visible. For additional assistance with the supplier/vendor registration process, please contact BidSync Vendor Support at 800-990-9339 option 1, option 1, open from 8am-8pm ET.

SEALED BID • DO NOT OPEN

SEALED BID NO.: 190-0336-B(AR)

BID TITLE: Roofing Services & Supplies,
Waterproofing & Related Products and Services

DUE DATE/TIME: STEP 1 July, 14, 2020 @ 3:00 p.m.
STEP 2 August 4, 2020 @ 3:00 p.m.

SUBMITTED BY: _____
(Name of Company)

Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this bid.

Before submitting your bid you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756	 INVITATION TO BID	BID NUMBER: 190-0336-B(AR)
ISSUE DATE: June 23, 2020	TITLE: Roofing Services & Supplies, Waterproofing & Related Products and Services	
SUBMITTAL DUE: Step 1 July, 14, 2020 @ 3:00 P.M. Step 2 August 4, 2020 @ 3:00 P.M.		
AND MAY NOT BE WITHDRAWN FOR 90 DAYS FROM DATE LISTED ABOVE. BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED		PRE-BID DATE & LOCATION: NOT APPLICABLE
DEADLINE FOR WRITTEN QUESTIONS: Step 1 July 1, 2020 BY 3:00 P.M. Step 2 July 21, 2020 BY 3:00 P.M.	SUBMIT QUESTIONS TO: Amanda Richardson AT ajrichardson@pinellascounty.org Phone: 727-464-3151	
<u>THE MISSION OF PINELLAS COUNTY</u> Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.		 MERRY CELESTE, CPPB Division Director Purchasing and Risk Management

BIDDER MUST COMPLETE THE FOLLOWING

NO CHANGES REQUESTED BY A BIDDER WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS BID FORM, YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

BIDDER (COMPANY NAME): _____ **D/B/A** _____

MAILING ADDRESS: _____ **CITY / STATE / ZIP** _____

COMPANY EMAIL ADDRESS: _____ **PHN:** () _____ **FAX:** () _____

***REMIT TO NAME:** _____ **CONTACT NAME:** _____

(As Shown On Company Invoice) **FEIN#** _____ **PRINT NAME:** _____

Proper Corporate Identity is needed when you submit your bid, specifically how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. **EMAIL ADDRESS:** _____

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS INVITATION TO BID, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE SUBMITTER.

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

RETURN THIS FORM WITH YOUR RESPONSE

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DEFINITIONS**DEFINITIONS**

Whenever the following terms, or pronouns used in place of them, are used in these Contract Documents they shall have the meanings given below:

Addendum: A modification, revision or clarification of the Plans or other Contract Documents, issued by the Purchasing Department and distributed to prospective Bidders before the bid opening.

Approved Equal: An approved equivalent item that is approved in writing, (via an Addendum to the Agreement), prior to the Bid Opening. Bidder must submit their proposed equivalent item no later than question deadline date on page 1. Any information received after this deadline will not be considered.

Bid Publication: The date on which public notice is made to request a bid/request for proposal for this Project.

Bid/Request for Proposal: The offer to perform the Work described in the Contract Documents at a specified cost.

Board of County Commissioners: Governing body of Pinellas County hereinafter referred to as the Board.

Calendar Day: Every day shown on the calendar, ending and beginning at Midnight.

Change Order: A written order authorized by the Board or County Administrator, issued by the Project Manager, and accepted by the Contractor directing certain changes, additions or reductions in the Work or in the materials used.

Commencement Date: Date established in the Notice to Proceed. Contractor shall commence the Work within fifteen (15) consecutive calendar days or as mutually agreed by the Parties, from the date of the Notice to Proceed.

Contractor: The General Contractor, the Individual, Partnership or Corporation agreeing to do the Work for the County as Prime Contractor. The Contractor may be referred to interchangeably as Vendor and/or Bidder in this document depending on the contracting phase governed herein.

Contract Documents: All documents referred to herein in addition to all duly executed and issued addenda, legal advertisements and change orders.

FDOT: The Florida Department of Transportation.

FDOT Specifications: Florida Department of Transportation, "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", (latest edition), and all supplemental specifications thereto.

Final Acceptance: Whenever the Work provided for under the Agreement has been completely performed by the Contractor, and the final inspection has been made by the Project Manager.

Final Completion: The point in which all Work is complete and all other Agreement requirements have been satisfied.

Inspector: An authorized representative of the Project Manager, assigned to make any or all necessary inspections of the Work performed and materials furnished by the Contractor.

Notice of Award: The formal document informing the Contractor of its successful selection to construct the Project.

Notice to Proceed: Formal written document informing the Contractor to begin the Work, and notifying the Contractor of the project engineer and other agency or person to which the Contractor may submit its payment request or invoice.

Owner: Is Pinellas County, a political subdivision of the State of Florida, herein after referred to as the County.

Project: All Work, materials or equipment (whether or not specifically called for) required to produce the intended result as described within the Contract Documents.

Project Manager: The individual designated by the Owner to represent the owner on all administrative matters related to the Project.

Proposal and Bid Submittal Sheets: Form, as required in Section E.

DEFINITIONS

Regular Work Day or Business Day: Any calendar day from 7:00 AM to 7:00 PM except a Saturday, Sunday or recognized holiday.

Scope of Work: The general intent of the Work to be accomplished as defined by the Project Plans and Specifications.

Specifications: The directions, provisions and requirements contained herein, together with all stipulations contained in the plans or Contract Documents, setting out or relating to the method and manner of performing the Work, or to the quantities and qualities of materials and labor to be furnished under the Agreement.

Survey Crew Day: A unit of measurement for Work by a survey crew in a calendar day.

Unforeseen Work: Conditions encountered during the performance of the Work, sub-surface or otherwise concealed, or of an unusual nature, which differ materially from those indicated in the Contract Documents.

Unspecified: A pay item included for usage as directed by the County, and for usage under conditions or circumstances unforeseen at the time of Agreement.

Work: All labor, materials & incidentals required for the construction of the improvement for which the Agreement is made, including superintendence, use of equipment & tools, and all services & responsibilities prescribed or implied, which are necessary for the complete performance by the Contractor of his obligations under the contract. Unless otherwise specified herein or in the Agreement, all costs of liability and of performing the Work shall be at the Contractor's expense.

SECTION A - GENERAL CONDITIONS**1. BIDS:**

Bid will be prepared in accordance with the following:

- (a) The enclosed Bid Summary is to be used in submitting your bid.
- (b) All information required by the Bid Submittal shall be furnished.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the bidder and deemed to have been included in the bid. The Laws of the State of Florida provide that sales and use taxes are payable by the bidder upon the tangible personal property incorporated in the work and such taxes shall be paid by the bidder and be deemed to have been included in the bid.
- (g) Bidders shall thoroughly examine the Plans, Specifications, schedule, instructions and all other Contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the Bidder.
- (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in Specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for all brands which meet the quality of the Specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. SUBMISSION OF BID:

- (a) Bids or proposals shall be submitted as a PDF file. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid and changes thereto shall be submitted digitally through BidSync. The name and address of the Bidder, the date and hour of the bid submittal and the material or service bid shall be included.
- (c) Bid must be submitted on the forms furnished. Facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by electronic/facsimile notice.

4. REJECTION OF BID:

- (a) The County may reject a bid if:
 - 1. The Bidder misstates or conceals any material fact in the bid.
 - 2. The bid does not strictly conform to the law or requirements of bid including insurance requirements.
 - 3. The bid is conditional, except that the Bidder may qualify its bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.
- (b) The respective constitutional officer, county administrator, on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing, within his/her delegated financial approval authority, shall have the authority when the public interest will be served thereby to reject all bids or parts of bids at any stage of the procurement process through the award of a contract
- (c) The County reserves the right to waive minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BID:

- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

6. LATE BID OR MODIFICATIONS:

- (a) Bid and modifications received after the time set for the bid submittal will not be considered. **In addition, late bids will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the bidding process.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

SECTION A - GENERAL CONDITIONS

7. **PUBLIC REVIEW AT BID OPENING:** Pursuant to Florida Statute, Section 119.071(1)(b)2, all bids submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the thirty day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.
8. **BID TABULATION INQUIRIES:**
Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Tabulations will be posted on the Purchasing Website (www.pinellascounty.org/purchase/Current_Bids1.htm) after 30 days to comply with Florida Statute 119.071(1)(b)2.
9. **AWARD OF CONTRACT:**
- (a) The Contract will be awarded to the lowest responsive, responsible Bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
 - (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the Bidder qualifies his bid by specified limitations. Re Par. 4(a) 3.
 - (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the Contract shall be awarded to one Bidder by drawing lots in public.
 - (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
 - (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder, shall result in a binding Contract without further action by either party.
10. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE BIDDER:** Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) Bidder, for any Contract, such bids or proposals shall be judged non-responsive. Related parties mean Bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another Bidder or proposer for the same Contract or in which a parent company or the principles thereof of one (1) Bidder or proposer have a direct or indirect ownership interest in another Bidder or proposer for the same Contract.
11. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:** The laws of the State of Florida apply to any purchase made under this Invitation to Bid Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this agreement.
12. **PROVISION FOR OTHER AGENCIES:** Unless otherwise stipulated by the Bidder, the Bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the Agreement.

SECTION A - GENERAL CONDITIONS

13. **PUBLIC RECORDS/TRADE SECRETS:** Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that Proposer/Bidder/Quoter desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer/Bidder/Quoter shall provide an additional copy of the proposal/bid/quote that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer/Bidder/Quoter Signature Page, Proposer/Bidder/Quoter acknowledges and agrees:

- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer/Bidder/Quoter shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer /Bidder/Quoter will be deemed to have waived the trade secret designation of the materials;
- (ii) that to the extent that the proposal/bid/quote with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal/bid/quote, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;
- (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer/Bidder/Quoter, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer/Bidder/Quoter agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal/bid/quote document, line item and/or total proposal/bid/quote prices, the work, services, project, goods, and/or products to be provided by Proposer/Bidder/Quoter, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer/Bidder/Quoter is not acceptable to the County and will result in a determination that the proposal/bid/quote is nonresponsive; the classification as trade secret of any other portion of a proposal/bid/quote document may result in a determination that the proposal/bid/quote is nonresponsive.

14. **COLLUSION:** The Bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
15. **CONTRACTOR LICENSE REQUIREMENT:** All contractors performing construction and related Work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or Contract award.
16. **MATERIAL SAFETY DATA SHEETS REQUIREMENTS:** If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful Bidder shall provide a Material Safety Data Sheet at the time of each delivery.
17. **RIGHT TO AUDIT:** Pinellas County reserves the privilege of auditing a Bidder's records as such records relate to purchases between Pinellas County and said Bidder. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for five (5) years from the date of final payment.
18. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":** Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.
19. **MULTIPLE COPIES:** Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.
20. **COUNTY INDEMNIFICATION:** See agreement in Section H.

SECTION A - GENERAL CONDITIONS

21. **VARIANCE FROM STANDARD TERMS & CONDITIONS:** All standard terms and conditions stated in Section A apply to this Agreement except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by Bidders prior to submitting a bid on this requirement.
22. **ADA REQUIREMENT FOR PUBLIC NOTICES:** Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.
23. **"OR EQUAL" DETERMINATION:** Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.
24. **INSURANCE:** County's intent is to enforce Insurance Requirements. Any exceptions will be subject to Paragraph 35, Exceptions. It is recommended that bidder send entire bid document, including Section C, to its agent/broker/carrier to ensure bidder can meet requirements of the insurance for this contract and any cost associated with requirements is included in the bid price. Bid submittals should include bidders current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If the bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within ten (10) days after award recommendation. Failure to provide the required insurance within a ten (10) day period following award recommendation may result in the County to vacate the original recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.
25. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**
- (a) Pinellas County wishes to encourage its Bidders to use recycled products in fulfilling Contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.
 - (b) When awarding a purchase of \$5,000 or less, or recommending a purchase in excess of \$5,000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive Bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.
 - (c) On all bids over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require Bidders to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.
 - (d) Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying bid received.

Definitions for Recycled Materials:

- (a) Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.
 - (b) Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.
 - (c) Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.
26. **ASBESTOS MATERIALS:**
- (a) The Bidder shall perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the Bidder shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.
 - (b) The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful Bidder. The County will furnish a copy of the asbestos survey to the successful Bidder. The Bidder must keep this copy on site at all times during the actual demolition.

SECTION A - GENERAL CONDITIONS

27. **PAYMENT/INVOICES:** Supplier shall submit invoices for payment as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. Seq.* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information	Company name, mailing address, phone number, contact name and email address as provided on the PO
Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

28. **TAXES:** Payments to Pinellas County are subject to applicable Florida taxes.

29. TERMINATION:

- Pinellas County reserves the right to terminate this Agreement without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- Failure of the contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.
- In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.
- In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION A - GENERAL CONDITIONS

30. **BIDDER CAPABILITY/REFERENCES:** Prior to Contract Award, any Bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the Work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in Work of the same or similar nature, and can provide references, which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services unless there is a prequalified category referenced on page 1. See Section E Qualification Submittal Form.
31. **DELIVERY/CLAIMS:** Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(s) shall be identified at time of order. Successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.
32. **MATERIAL QUALITY:** All materials purchased and delivered against this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.
33. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:** No oral interpretations will be made to any firms as to the meaning of Specifications or any other Contract Documents. All questions pertaining to the terms and conditions or scope of Work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in ITB. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid. All such addenda shall become part of the Contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the Agreement. The Purchasing Department will be unable to respond to questions received after the specified time frame.
34. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:** The Contractor shall perform this Agreement. If a Bidder intends to subcontract a portion of this Work, the Bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a Bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement. The Contractor must inform the County in writing within forty-five (45) business days if the Contractor's business entity's name changes. The Contractor will bear all responsibility and waive any rights it may have to relief for any delay in processing a payment associated with the County's inability to issue payment to the Contractor for a business entity name change that the County was not made aware of as reflected herein.
35. **EXCEPTIONS:** Bidder is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Bidder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
36. **NON-EXCLUSIVE CONTRACT:** Award of this Agreement shall impose no obligation on the County to utilize the Bidder for all Work of this type, which may develop during the Agreement period. This is not an exclusive Agreement. The County specifically reserves the right to concurrently Contract with other companies for similar Work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
37. **LOBBYING:** Lobbying shall be prohibited on all County competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the Purchasing Department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, County government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, County government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the Director.

SECTION A - GENERAL CONDITIONS

38. **ADDITIONAL REQUIREMENTS:** The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.
39. **ADD/DELETE LOCATIONS SERVICES:** The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this Agreement in accordance with the terms, conditions, and Specifications.
40. **INTEGRITY OF BID DOCUMENTS:** Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the Bidder to enter a complete response. Any modifications or alterations to the original bid documents by the Bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations a Bidder wishes to propose must be clearly stated in the Bidder's proposal response and presented in the form of an addendum to the original bid documents.
41. **PUBLIC EMERGENCIES:** It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Bidder/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.
42. **JOINT VENTURES:** If this project has been deemed prequalified the joint venture must be approved by the Prequalification Committee. In addition, all Bidders intending to submit a bid as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the bid (see Section 489.119 Florida Statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the Project.

43. **CONFLICT OF INTEREST:**

- a) The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Bidder further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Bidder shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this bid document, the bidder acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive invitation to bid process.
- b) The Bidder shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Bidder's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Bidder. The County agrees to notify the Bidder of its opinion, by certified mail, within thirty days of receipt of notification by the Bidder.
- c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – 727-453-FRAUD (7283)

Fax – 727-464-8386

SECTION A - GENERAL CONDITIONS**44. PROTEST PROCEDURE:** As per Section 2-162 of County Code

- (a) *Right to Protest.* A Vendor who is aggrieved by the contents of the bid or proposal package, or a Vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the Director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed.
- (b) *Posting.* The Purchasing Department shall post the recommended award on or through the departmental website.
- (c) *Requirements to Protest.*
 - (1) If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full Business Day after issuance of the bid or proposal package.
 - (2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full Business Day after posting of the award recommendation.
 - (3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
 - (4) A formal written protest is considered filed with the County when the Purchasing Department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the Purchasing Department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer.
- (d) *Sole Remedy.* These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award.
- (e) *Lobbying.* Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the Purchasing Department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.
- (f) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal.
- (g) *Authority to Resolve.* The Director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full Business Day after the filing thereof.
- (h) *Review of Director's Decision.*
 - (1) The protesting party may request a review of the Director's decision to the county administrator by delivering written request for review of the decision to the Director by 5:00 p.m. EST on the fifth full Business Day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the Director.
 - (2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full Business Day after receipt of the request for review. The decision shall be final and conclusive as to the County unless a party commences action in a court of competent jurisdiction.
- (i) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

SECTION A - GENERAL CONDITIONS

45. **DISPUTE RESOLUTION FOR PAYMENT REQUEST OR INVOICE:** Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act. If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is define as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

46. **LUMBER PRODUCED IN STATE OF FLORIDA**

Per Florida Statute 255.20, lumber, timber and other forest products utilized in this contract must be produced and manufactured in Florida, if wood is a component of the project, and if such products are available and their price fitness and quality are equal.

The following does not apply:

1. To plywood specified for monolithic concrete forms.
2. If the structural or service requirements for timber for a particular job cannot be supplied by native species.
3. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.
4. To transportation projects for which federal aid funds are available.

SECTION A - GENERAL CONDITIONS**47. PUBLIC RECORDS – CONTRACTOR’S DUTY**

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 Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

SECTION B - SPECIAL CONDITIONS

Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services
Bid Number: 190-0336-B(AR)

SECTION B – SPECIAL CONDITIONS

1. This is a two-step invitation of bid (ITB) process; Step 1 consists of bidder requirements and qualifications. Once bidders have been deemed qualified, bidders will be requested to submit pricing as Step 2 of the bid process.

Step 1: See pages titled QUALIFICATION SUBMITTAL FORM section for submitting Step 1 by the Step 1 due date and time listed on Page 1.

Step 2 - An Addendum will be issued listing the bidders whom are qualified to submit bid pricing using Section D – Submittal and Bid Summary along with Page 1 of this Invitation to Bid (ITB) following other requirements of this ITB by the Step 2 due date and time listed on Page 1.

2. **PRICING/PERIOD OF AGREEMENT:** Unit prices bid of listed items shall be held firm for the duration of the Agreement. Duration of the Agreement shall be to commence Work under this Agreement with an adequate force and equipment within fifteen (15) consecutive calendar days or as mutually agreed by the Parties, after receipt of written notice from the County to proceed and to fully complete all necessary Work under the same within not more than **1825** consecutive calendar days.

3. **BID BOND GUARANTEE:**

- A. All bids must be accompanied by a Bid Bond guarantee in the sum of five percent (5%) of the base bid and made payable to Pinellas County. Said bid bond shall be a guarantee that should the bid be accepted, the Bidder will, within ten (10) days after the acceptance of its bid, enter into an Agreement with Pinellas County for the services proposed to be performed and will at that time furnish an acceptable Agreement surety. Cash, certified check, cashiers check, trust company treasurer check, company or personal checks and bank draft of any national or state bank are not acceptable.
- B. Said bid bond and the monies payable thereon, will, at the option of the County, be forfeited if the Bidder fails to execute the written Agreement and furnish the required surety bond within ten (10) consecutive calendar days following written notice of the award of the Contract.
- C. Attorneys-in-fact who sign bonds must file with such bond one (1) certified copy of their power of attorney to sign said bond.
- D. Bid bond shall have been issued within thirty (30) days of the date for receiving bids.

4. **CONTRACT SECURITY:**

- A. The Bidder shall provide a Performance Bond and a Payment Bond in the form prescribed in Section I and each in the amount of 50% of the Agreement amount, the costs of which are to be paid by the Bidder. Unless directed by a written Change Order issued by the County, the Contractor will not be directed to complete Work under the Agreement that exceeds 50% of the value of the total Agreement in any one-year period, as judged from the anniversary date of initial award. If the County issues a written Change Order to the Contractor directing the Contractor to do more than 50% of the Work in any one-year period, then the Contractor must submit within thirty (30) calendar days a Performance Bond and a Payment Bond covering the full amount of the value of the Work under this Agreement from its original underwriter, unless specifically permitted in writing by the County. The Bonds will be acceptable to the County only if the following conditions are met:
 1. For contracts that do not exceed \$500,000.00, the Surety Company:
 - a. is licensed to do business in the State of Florida;
 - b. holds a certificate of authority authorizing it to write surety bonds in this state and provides proof of same;
 - c. has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
 - d. is otherwise in compliance with the provisions of the Florida Insurance Code; and
 - e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. ss 9304-9308.
 2. For contracts over \$500,000.00, all of the requirements of paragraph A.1 above apply. In addition, the Surety Company must have a current rating of at least Excellent (A or A-) all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038, with an underwriting limitation of at least two times the dollar amount of the Agreement.
 3. All bonds must be signed by an insurance agent who is licensed to do business in the state of Florida. The license may be held by a resident agent or a non-resident agent.

SECTION B - SPECIAL CONDITIONS

- B. If the Surety for any Bond furnished by the Bidder is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Bidder shall, within five (5) calendar days thereafter, substitute another Bond and Surety, both of which shall be subject to the County's approval.
- C. By execution of these bonds, the Surety acknowledges that it has read the Surety qualifications and Surety obligations imposed by the Contract Documents and hereby satisfies those conditions.

5. LICENSES, PERMITS, FEES AND TAXES:

- A. Pursuant to section 218.80, Florida Statutes, Pinellas County discloses to the Contractor the following permits and fees generally which will have to be obtained by and will be payable by the Contractor who is the successful bidder or proposer. Specific permits required will be shown in Appendix 1 – Permits. Contractor will be reimbursed for the actual amount paid for the permits as evidenced by official receipts from the office(s) collecting the fees. No reimbursement will be provided for license fees. Permits/fees may include the following:

- 1. Impact Fees.
- 2. Inspection Fees.
- 3. Other Permits or Fees Required by Pinellas County for the Completion of the Work, if applicable.
- 4. License Fees: The Pinellas County Construction Licensing Board (PCCLB), an independent government agency, may require licensure or registration of a State of Florida Construction License. These are not Pinellas County Government fees, but the Contractor is hereby put on notice that fees may be required by the PCCLB. License fees are not reimbursable.

The foregoing list of fees apply only to those fees imposed by Pinellas County or imposed by another governmental agency which has assigned or delegated the responsibility for issuance of permits, licenses and conduction of inspections and attendant collection of fees to Pinellas County. The Contractor is responsible for determining if other fees and permits are required by any other Federal, State, or local governmental entity, agency, or board.

- B. All sales, consumer, use, and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work, shall be paid by the Contractor.
- C. Compliance with Permit and Licenses Requirements: The Contractor shall comply with all applicable Local, State and Federal permit conditions and license requirements, applicable building and construction code requirements and such other rules and regulations as may apply to the prosecution of Work. Failure of the Contractor to comply with the above-specified requirements shall result in Contractor being prohibited from performing Work pursuant to this Agreement. Any additional costs incurred by the Contractor as a result of non-compliance shall be the responsibility of the Contractor and shall not be paid by the County. Additionally, Contractor shall be required to pay any fines due as a result of non-compliance with the applicable requirements.

- 6. **COMPLIANCE WITH LAWS:** The Contractor agrees to comply, at its own expense, with all Federal, State and Local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to, those dealing with taxation, Workers' Compensation, equal employment, safety (including, but not limited to, the Trench Safety Act, Chapter 553.60-553.64, Florida Statutes), labor, work hours, labor conditions, environment, and related matters. If the Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the Project Manager in writing.

7. QUANTITIES:

- A. Quantities shown on the Bid Submittal Form are estimated for bidding purposes only and shall be verified by the Contractor before placing orders for material. No payment shall be allowed for excess materials.
- B. Payment for Work performed under this Agreement shall be based on the pay items and bid quantities shown on the Bid Submittal Form, subject to such extension of pay quantities as may be required.
- C. Regardless of uncertainties of material supply and production at the time of bidding, Bidders shall base their bids in strict accordance with items, materials and methods as set forth in the Contract Documents.
- D. Pay items that are required to complete the scope of the Work, as defined by the Specifications may be added to the list of pay items by the Project Manager at a later date through a change order process.

- 8. **QUANTITIES REFLECTED IN PERMITTING DOCUMENTS:** Any construction items or quantities reflected in the permitting documents, if any, required for this Project are provided only for the purpose of enabling permitting authorities to assess the probable impact of the Project on environmental concerns, and are in no way intended to reflect or represent actual construction items or quantities for pay purposes.

- 9. **AFTER NOTICE OF AWARD TO CONTRACTOR:** Subsequent communications between the County and the Contractor shall be delivered to the County's representative. A pre-commencement meeting will be held following execution of the Contract Documents and prior to the Notice to Proceed.

SECTION B - SPECIAL CONDITIONS**10. INTENT OF THE CONTRACT DOCUMENTS:**

- A. It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents which combine to define the Scope of Work. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard Specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard Specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.
- B. The Contract Documents and all referenced standards cited therein are essential parts of the Agreement requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Project.
- C. Plans are intended to show general arrangements, design and extent of Work. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the Plans, Specifications or other Contract Document provisions, the Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

11. **SANITATION:** The Contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed on the Work. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Project Manager's approval.

12. **ERRORS AND OMISSIONS:** The Contractor shall not take advantage of any apparent error or omission in the Contract.

13. CONTRACTORS AND SUBCONTRACTORS:**A. Qualification**

- 1. The Contractor shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to properly perform the Work assigned them. All personnel shall have had sufficient experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the Work in the manner prescribed in the Contract Documents, or the Project Manager may take action as prescribed below.
- 2. Whenever the Project Manager shall determine that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall upon notice, be discharged from the Work and shall not again be employed on it except with the written consent of the Project Manager. Should the Contractor fail to remove such person or persons the Project Manager may withhold all estimates which are or may become due, or may suspend the Work until such orders are complied with.

B. Identification

- 1. Within ten (10) days after the award of any subcontract, either by himself or a subcontractor, the Contractor shall deliver to the Project Manager a statement setting forth the name and address of the subcontractor and a summary description of the Work subcontracted.
- 3. The Contractor shall be as fully responsible to the County for acts and omissions the subcontractor and of persons either directly or indirectly employed by the subcontractor, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

SECTION B - SPECIAL CONDITIONS**14. AUTHORITY OF THE PROJECT MANAGER**

- A. All Work shall be done in accordance with the Contract Documents.
- B. It is agreed by the parties hereto that the Project Manager shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the Specifications, construction, prosecution and fulfillment of the Agreement, and as to the character, quality, amount and value of any Work done, and materials furnished, under or by reason of the Agreement.
- C. The County retains the right to inspect all Work to verify compliance with the Contract Documents. The Project Manager may appoint such designees and/or representatives as desired. They shall be authorized to inspect all Work done and all materials furnished. This right of inspection in no way means or implies County control or other supervision over the Work done or the work site. This right is solely for the County's benefit and imposes no duties or responsibilities on the County and confers no rights on any other parties. Such inspection may extend to all or any part of the Work and to the manufacture, preparation or fabrication of the materials to be used. Such designees and/or representatives shall not be authorized to revoke, alter or waive any requirement of the Contract Documents.
- D. The designees and/or representatives shall be authorized to call to the attention of the Contractor any failure of the Work or materials to conform to the Contract Documents, and shall have the authority to reject materials or suspend the Work until any questions at issue can be referred to and decided by the Project Manager. The Contractor shall be immediately notified in writing of any such suspension of the Work and such notice shall state in detail the reasons for the suspension. The presence of the inspector or other designee shall in no way lessen the responsibility of the Contractor.

E. Contractor's Supervision

- 1. Prosecution of Work: The Contractor shall give the Work the constant attention necessary to assure the scheduled progress and it shall cooperate fully with the Project Manager and with other Contractors at Work in the vicinity.
- 2. Contractor's Superintendent:
 - a. The Contractor shall at all times have on the Work as his agent, a competent superintendent capable of thoroughly interpreting the Specifications and thoroughly experienced in the type of Work being performed, who shall receive the instructions from the Project Manager or his/her authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Project Manager and to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendence shall be furnished regardless of the amount of Work sublet.
 - b. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the Project during all working hours.
- 3. Supervision for Emergencies: The Contractor shall have a responsible person available at or reasonably near the work site on a twenty-four (24) hour basis, seven (7) days a week, in order that he/she may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The Contractor's responsible person for supervision for emergencies shall speak and understand English. The Contractor shall submit, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the Project location to the Florida Highway Patrol and all other local law enforcement agencies.
- 4. ~~Worksite Traffic Supervisor: (When the work involves road construction/reconstruction or changes affect normal traffic patterns)~~
 - a. ~~The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, and in the Plans. The Worksite Traffic Supervisor shall have at least one year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by the Florida Department of Transportation. Approved alternate Worksite Traffic Supervisors may be used when necessary.~~
 - b. ~~The Worksite Traffic Supervisor shall be available on a twenty four (24) hour per day basis and shall review the Project on a day to day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24 hour period.~~
 - c. ~~The Worksite Traffic Supervisor shall be available on the site within forty five (45) minutes after notification of an~~

SECTION B - SPECIAL CONDITIONS

~~emergency situation, prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.~~

- ~~d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Sub article may be grounds for decertification or removal from the Project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for Project maintenance.~~

F. General Inspection Requirements

1. Cooperation by the Contractor: No Work shall be done nor materials used, without suitable supervision or inspection by the Project Manager or his/her representative, and the Contractor shall furnish the Project Manager with every reasonable facility for ascertaining whether the Work performed and materials used are in accordance with the requirements and intent of the Plans and Specifications. If the Project Manager so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. Should the Work so exposed or examined prove unacceptable, the uncover or removal, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. However, should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as Unforeseeable Work.
2. Failure of the Project Manager to Reject Work During Construction: If, during or prior to construction operations, the Project Manager should fail to reject defective Work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his/her later rejection when such defect is discovered, or obligate the County to final acceptance, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.
3. Failure to Remove and Renew Defective Materials and Work:
 - a. Should the Contractor fail or refuse to remove and renew any defective materials used or Work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the Specifications, within the time indicated in writing, the Project Manager shall have the authority to cause the unacceptable or defective materials or Work to be repaired, removed and renewed, as may be necessary; all at the Contractor's expense.
 - b. Any expense incurred by the County in making these repairs, removals, or renewals, which the Contractor has failed or refused to make, shall be paid for out of any moneys due or which may become due the Contractor, or may be charged against the Performance Bond. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the County, at its option, to perform the Work with its own organization, or to contract with any other individual, firm or corporation to perform the Work. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any moneys due or which may become due him, or shall be charged against the applicable bond. Any Work performed subsequent to forfeiture of the Agreement, as described in this Paragraph, shall not relieve the Contractor in any way of its responsibility for the Work performed by it.
4. Inspection by the Federal Government: When the Work involves the Federal Government it is to pay a portion of the cost of construction the construction Work will be subject to inspection by its representatives as they may deem necessary, but such inspection will in no case make the Federal Government a party to Agreement.

SECTION B - SPECIAL CONDITIONS**15. PROSECUTION OF WORK ON SATURDAYS, SUNDAYS AND RECOGNIZED HOLIDAYS**

- A. All Work must be done during Regular Work Day hours (7:00 AM to 7:00 PM) Monday through Friday. The County may require alternative Work hours due to specific individual Project conditions when necessary. Work will not be done beyond hours specified herein or on Saturdays, Sundays or holidays unless authorized in advance by the Project Manager to meet special requirements. Contractor must comply with the County noise ordinance.
- B. Work will not be permitted on Saturdays, Sundays and recognized Holidays unless permission to Work has been requested in writing by the Contractor and approval, in writing, has been granted by the Project Manager. Request for permission to Work must be received by the Project Manager no less than twenty-four (24) hours prior to the regular Work day.

C. No Work will be permitted on:

New Year's Day
Independence Day
Thanksgiving Day
Christmas Day

D. When approval is granted in accordance with the provisions stated above, Work will be allowed on:

Martin Luther King, Jr. Day
Memorial Day
Labor Day
Veterans Day
Friday after Thanksgiving Day

If Christmas or New Year's Day shall fall on Tuesday or Thursday, the preceding Monday or the following Friday shall be recognized as a holiday also. If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday. If any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday.

16. PINELLAS COUNTY'S COMMITMENT TO SAFETY

- A. All work shall be completed in a safe manner and consideration for cost of any equipment needed to perform contract in a safe manner, including personal protection equipment, shall be included in the contract bid.
- B. If County discovers an unsafe act or condition in contractor's performance under this contract, County shall inform Project Manager of unsafe act or condition. If unsafe act or condition poses the threat of imminent danger, Project Manager shall be authorized to stop work until unsafe act or condition is remedied. No time extension shall be allowed. If remedy causes contractor to fail to meet the time specified, County shall be entitled to liquidated damages as outlined under 21.B. If unsafe act or condition is does not pose the threat of imminent danger, Project Manager shall be authorized to require contractor remedy the unsafe act or unsafe condition as soon as possible, but in no event later than 3 days from date of notice. No time extension shall be allowed. If remedy causes contractor to fail to meet the time specified, County shall be entitled to liquidated damages as outlined under 21.B.

SECTION B - SPECIAL CONDITIONS**17. CHANGES IN THE WORK**

- A. If changes to the Scope of the Work are required or if the Contract time or the total Contract Amount is increased by the additional Work, a Change Order approved by the Board will be required.
- B. Should a Change Order be required, and the County and the Contractor are unable to agree on the requested change, the Contractor shall, nevertheless, promptly perform the change as directed in writing by the Project Manager. If the Contractor disagrees with the Project Manager's adjustment determination, the Contractor must make a claim pursuant to the Claims and Dispute Section herein, or else be deemed to have waived any claim on this matter it might otherwise have had.
- C. In an emergency endangering life or property, or as expressly set forth herein, the Project Manager has the authority to order the necessary Work in writing. The County shall not be liable to the Contractor for any increased compensation without such written order. The payment authorized by a written order shall represent full and complete compensation to the Contractor for labor, materials, incidental expenses, overhead, profit, impact costs, and time associated with the Work authorized by such written order.
- D. Execution by the Contractor of a properly authorized Change Order (see Appendix Sample Change Order) shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the Change Order.

18. CLAIMS AND DISPUTES

- A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and the Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a claim shall rest with the party making the Claim.
- B. Claims by the Contractor shall be made in writing to the Project Manager within two (2) regular Work days after the commencement of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All Claims shall be priced in accordance with provisions of the section in this document entitled *Changes in the Work*.
- C. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

SECTION B - SPECIAL CONDITIONS**19. MEASUREMENT AND PAYMENT**

- A. All Work completed under the terms of this Agreement shall be measured according to United States Standard Measures.
- B. All measurements shall be taken horizontally or vertically, unless specifically provided otherwise.
- C. In the measurement of items to be paid for on the basis of area of finished Work, when the pay quantity is designated to be determined by calculation, the lengths and/or widths to be used in the calculations shall be the station-to-station dimensions shown on the Plans, the station-to-station dimensions actually constructed within the limits designated by the Manager, or the final dimensions measured of the completed Work within the lines shown on the Plans or designated by the Project Manager. The method, or combination of methods, shall be those which reflect with reasonable accuracy the actual area of finished Work as determined and authorized by the Project Manager.
- D. The Contractor shall accept compensation provided under the terms of this Agreement as full payment for furnishing all materials and for performing all Work contemplated and embraced under this Agreement. Such compensation shall also be for any and all loss or damage arising out of the nature of the Work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the Agreement Time until final acceptance by the County.
- E. Whenever any change, or combination of changes in the Specifications, results in an increase or decrease in the original Contract quantities, and the Work added or decreased/eliminated is of the same general character as that called for in the Specifications, the Contractor shall accept payment in full at the original schedule of values for the actual quantity of Work performed, with no allowance for any loss of anticipated profits.
- F. Where the pay quantity for an item is designated to be Lump Sum, and the Plans or Specifications indicate an estimated quantity, compensation for that item will be adjusted proportionately if a plan change results in a significant change in the quantity from such estimated plan quantity.
- G. Failure to construct any item to plan or authorized dimensions within the Specification tolerances shall result in reconstruction by the Contractor to acceptable tolerances at no additional cost to the County, acceptance at no pay, or acceptance at reduced final pay as determined by the Project Manager.

Waiver of Claims

- 1. The Contractor's acceptance of final payment shall constitute a full waiver of any and all Claims by the Contractor against the County arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the Contractor as unsettled at the time the final estimate is prepared.
- 2. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's rights to enforce any continuing obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Termination of Contractor's Responsibility: The Agreement will be considered complete when all Work has been completed and has been accepted by the Board. The Contractor will then be released from further obligation except as set forth in his bonds and in this Division.

- 20. **PAYMENTS WITHHELD:** To the maximum extent permitted by §218.735, Florida Statutes (2007), the Project Manager may decline to certify for payment or County may decline to approve any Certificate for Payment, or portions thereof issued by Project Manager, because of subsequently discovered evidence or subsequent inspections. County may nullify the whole or any part of any Certificate for Payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense.
- 21. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement Amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

SECTION B - SPECIAL CONDITIONS**22. ~~LANDS FOR WORK AND ACCESS THERETO~~**

- ~~A. The County will furnish and define the limits of land for access to the construction site and for the site proper. All information shown in the Contract Documents constitutes the extent of land provided by the County. Any and all other lands required by the Contractor shall be procured by the Contractor at the Contractor's expense.~~
- ~~B. As the work progresses, the Contractor shall keep the site reasonably clear of rubbish, trash, waste and other disposable materials on a daily basis. If the Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the Contractor cleans up the site to the satisfaction of the Project Manager. If the Contractor fails to clean up the site, the County may choose to clean up the site at the Contractor's expense.~~
- ~~C. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Project Manager after obtaining necessary permits, and shall be built with labor and materials furnished by the Contractor without expense to the County. Such temporary buildings and/or utilities shall remain the property of the Contractor and will be removed by the Contractor at its expense upon the completion of the Work. With the written consent of the Project Manager, such buildings and/or utilities may be abandoned and need not be removed.~~

23. SITE INVESTIGATION

- A. Each Contractor shall visit the site of the proposed Work and fully acquaint itself with conditions relating to construction and labor so that it may fully understand the facilities, difficulties and restrictions attending the execution of Work under the Agreement. The Contractor shall thoroughly examine and be familiar with the Contract Documents. Failure or omission of the Contractor to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint himself with conditions existing thereon, shall in no way relieve the Contractor from any obligation with respect to the Agreement. Pinellas County does not warrant the accuracy or completeness of these reports, soil samples, or any other site condition information or data made available including, but not limited to, underground utility location. The submission of a bid shall be taken as prima-facie evidence of compliance with this section.

~~The County does not warrant the accuracy or completeness of these reports, soil samples, or any other site condition information or data made available including, but not limited to, underground utility location. The submission of a bid shall be taken as prima-facie evidence of compliance with this paragraph.~~

- B. The Contractor acknowledges that he has satisfied himself as to the nature and location of the Work; the general and local conditions, including but not restricted to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, river stages, tides or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during prosecution of the Work.
- ~~C. The Contractor further acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles, or conditions to be encountered.~~
- D. Any failure by the Contractor to acquaint itself with any aspect of the Work or with any of the applicable conditions shall not relieve the Contractor from responsibility for adequately evaluating the difficulty or cost of successfully performing the Work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.
- E. The County assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County. The County also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Agreement, unless such understanding or interpretations are made in writing.

SECTION B - SPECIAL CONDITIONS**24. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION**

- A. Location of existing structures and utilities provided in the Contract Documents are approximate only. Any damage to existing structures or Work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the Contract Documents, shall be repaired or restored promptly by, and at the expense of the Contractor.
- B. The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Project Manager. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.
- ~~C. The Contractor's attention is directed to the fact that Type "A" or Type "B" TREE PROTECTION BARRIERS, as per Pinellas County Project Manager Department Index No. 1111, shall be constructed when called for on the Plans, or as directed by the Project Manager. Barriers shall be maintained in place until their removal is directed by the Project Manager.~~
- ~~D. Care will be taken by the Contractor in felling trees authorized for removal to avoid unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed without cutting into the trunk and left with a clean cut and a small stub. The Contractor will be liable for, or may be required to replace or restore at its own expense, all vegetation that may be destroyed or damaged due to the Contractor's failure to protect and preserve same as required herein.~~
- E. Where the Contractor hauls material or equipment to the Project over roads and bridges on the State road system, County road system or City street system, and such use causes damage, the Contractor shall immediately, at its expense, repair such road or bridge to as good a condition as before the hauling began. Such hauling shall be conducted in accordance with all applicable environmental and safety regulations.
- F. The Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the Contractor or any one for whom the Contractor is legally liable for is responsible for any loss or damage to the Work, or other Work or materials of the County or County's separate contractors, the Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the Contractor.
- G. The Contractor shall not disturb any benchmark established by the County with respect to the Project. If the Contractor, or its subcontractors, agents or any one for whom the Contractor is legally liable, disturbs County benchmarks, the Contractor shall immediately notify the Project Manager. The County shall have the benchmarks reestablished and the Contractor shall be liable for all costs incurred by the County associated therewith.

25. OTHER WORK

- A. The Contractor will cooperate with County forces or others who may be engaged in authorized Work prior to final completion of the Project.
- B. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.
- C. The County may perform other Work related to the Project at the site by the County's own forces, have other Work performed by utility owners or let other direct contracts. If the fact that such other Work is to be performed is not noted in the Contract Documents, notice thereof will be given to the Contractor. If the Contractor believes that such performance will involve additional expense to the Contractor or require additional time, the Contractor shall send written notice of that fact to the County and the Project Manager within forty-eight (48) hours of being notified of the other Work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Agreement Time or adjustment to the Agreement Amount.

The Contractor shall afford each utility owner and other contractors (or the County, if the County is performing the additional Work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such Work and shall properly connect and coordinate its Work with theirs. 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 Project Manager and the others whose Work will be affected.

- D. If any part of the Contractor's Work depends, for proper execution or results, upon the Work of any other contractor other than a subcontractor or utility owner, the Contractor shall inspect and promptly report to the Project Manager, in writing, any delays, defects or other problems in such other Work that render it impossible for the Contractor to obtain proper execution or results. The Contractor's failure to report will constitute an acceptance of the other Work as fit and proper for integration with the Contractor's Work.

SECTION B - SPECIAL CONDITIONS**26. TERMINATION****A. Termination for Default**

1. The Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this paragraph, for any of the following reasons:
 - a. Failing to begin Work under the Contract Documents within the time specified herein;
 - b. Failing to properly and timely perform the Work as directed by the Project Manager or as provided for in the approved Construction Progress Schedule;
 - c. Performing the Work unsuitably or neglecting or refusing to remove materials or to correct or replace such Work as may be rejected as unacceptable, unsuitable or otherwise defective;
 - d. Discontinuing the prosecution of the Work;
 - e. Failing to resume Work that has been suspended within a reasonable time after being notified to do so;
 - f. Becoming insolvent or declared bankrupt, or committing any act of bankruptcy;
 - g. Allowing any final judgment to stand unsatisfied for more than ten days;
 - h. Making an assignment for the benefit of creditors;
 - i. Failing to obey laws, ordinances, regulations or other codes of any governmental authority with jurisdiction on the Project;
 - j. Failing to perform or abide by the terms or spirit of the Contract Documents.
2. The County shall notify the Contractor in writing of the Contractor's default. If the County determines that the Contractor has not taken substantial steps toward effecting a remedy or cure of the default or defaults in its performance within seven (7) calendar days following receipt by the Contractor of written notice of default or defaults, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties, and without prejudice to any other right it may be entitled to hereunder or by law, may terminate the Contractor's right to proceed under this Agreement, in whole or in part, and may take possession of the Work and any materials, tools, equipment, and appliances of the Contractor, take assignments of any of the Contractor's subcontracts and purchase orders and complete the Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.
3. If the County deems any of the foregoing remedies necessary, the Contractor agrees it shall not be entitled to receive any further payment until after the Work is completed. All money expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses, (including Project Manager and Architectural fees) or damages incurred by the County incident to such completion, shall be deducted from the Agreement Amount, and if such expenditures exceed the unpaid balance of the Agreement Amount, the Contractor agrees to pay promptly to the County on demand, the full amount of such excess, including costs of collection, and interest thereon at the maximum legal rate of interest until paid.

The liability of the Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or relating to the Work, and in settlement, discharge, or compromise of any claims, demands, suits or judgments pertaining to or arising out of the Work hereunder.
4. If after notice of termination of the Contractor's right to proceed pursuant to this subparagraph A, "Termination for Default", it is determined for any reason that the Contractor was not in default or that its default was excusable, or that the County is not entitled to the remedies against the Contractor provided herein, then the Contractor's remedies against the County shall be the same as and limited to those afforded the Contractor pursuant to the Termination for Convenience subparagraph B below.

B. Termination for Convenience and Right of Suspension

1. The County shall have the right to terminate or suspend this Agreement, in whole or in part; without cause upon thirty (30) calendar days written notice to the Contractor.
2. In the event of such termination or suspension for convenience, the Contractor's sole recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination or suspension, together with any retainage withheld and reasonable termination or suspension expenses incurred, but the Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages and any anticipated profit or Work not performed.

SECTION B - SPECIAL CONDITIONS**27. MATERIALS**

1. Delivery Tickets: The Contractor shall submit a copy of all delivery tickets for materials used on the Project, regardless of the basis of payment.
2. ~~Job Mix Formula for Asphaltic Concrete:~~ Attention is directed to the provisions of the "PINELLAS COUNTY, FLORIDA SPECIFICATIONS FOR HOT BITUMINOUS MIXTURES, PLANT METHODS, EQUIPMENT AND CONSTRUCTION METHODS, latest edition," which require the submission of job mix formulas for asphaltic concrete, of the type specified, at least fourteen (14) days before plant operations begin. The submitted formula shall be approved by the Project Manager. The Contractor shall prepare the mix formula to be submitted to the Project Manager.
3. ~~Job Mix Formula for Portland Cement Concrete:~~ Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least fourteen (14) days prior to use on the Project. The submitted formulas shall be approved by the County and/or its agents prior to its use. All concrete mix designs shall meet Florida D.O.T. Concrete Class mix guidelines or the requirements included in the Technical Specifications included in these Contract Documents.
4. All Job mix formulas shall be submitted to the Project Manager.

28. RIGHT TO AUDIT

- A. All of the Contractor's records related to the performance of this Agreement shall be open to inspection and subject to reproduction by the Project Manager during normal working hours to the extent necessary to permit adequate evaluation and verification of any invoices for payment, or claims, submitted by the Contractor or any of its payees pursuant to the execution of the Agreement. Such records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files, original estimates, estimating work sheets, correspondence, Change Order files (including the documentation of negotiated settlements), any supporting evidence necessary to substantiate charges related to this Agreement, and any records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.
- B. For the purpose of such audits, inspections, examinations and evaluations the Project Manager shall have access to the said records from the effective date of this Agreement, for the duration of the Work, and until thirty-six (36) months after the date of final payment by the County to the Contractor for performance under this Agreement. The Contractor hereby agrees to maintain said records in safe and dry storage until the end of this time period.
- C. The Project Manager shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Paragraph.

29. **INTEREST ON JUDGMENTS:** In the event of any disputes between the parties to this Agreement, including without limited thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five (5%) percent, per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this Paragraph.

30. **DRAINAGE:** The Contractor shall so conduct its operations and maintain the Work in such condition that adequate drainage will be in effect at all times.

31. CONFORMITY OF WORK WITH SPECIFICATIONS

- A. All Work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown in the Specifications.
- B. In the event the Project Manager or Consultant finds the materials or the finished product in which the materials are used not within reasonably close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, he/she shall then make a determination if the Work shall be accepted and remain in place. In this event, the Project Manager will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Agreement Amount for such Work or materials as he deems necessary to conform to his/her determination based on Project Managers judgment.

32. **LABORATORY TESTING:** Cost of all required laboratory testing shall be borne by the County, except that the cost of all re-testing due to defective materials or construction shall be borne by the CONTRACTOR. Testing shall be in accordance with the applicable portions of Specifications and Plans. The Contractor shall also be responsible for all related laboratory costs associated with cancellation of scheduled testing due to Work not completed and ready for testing at the scheduled time.

SECTION B - SPECIAL CONDITIONS

33. **GUARANTEE OF WORK:** All Work shall be guaranteed for twelve (12) months after the date on the certificate of completion and final acceptance of the Work unless otherwise specified. The guarantees are to be construed as being supplemental in nature and in addition to any and all other remedies available to the County under the laws of the State of Florida.
34. **WARRANTY:** The Contractor shall obtain and assign to the County all expressed warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within twelve (12) months after the date on the Certificate of Completion and final acceptance, any Work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Manager. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.
35. **SUBMISSION OF BIDS:** Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and one copy on paper, plus two (2) CDs/DVDs or travel drives in PDF format. The preferred method is PDF conversion from the Contractors source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government**A. Why does Pinellas County Government want all the documents as PDF files?**

Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

B. How do I convert my files to PDF format?

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

C. Should I scan everything and save as PDF?

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR)

D. My document is a compilation of multiple sources. Should I send multiple PDF files?

Answer- You may, however merging pages/files is a very simple process within PDF.

E. How do I get my PDF files to Pinellas County Government?

Answer- They may be provided on any medium that is compatible with a standard PC. A CD is generally the simplest method. Please label the CD with a listing of contents. Provide the files to whoever your Pinellas County contact is for the Project you are working on. For PDF technical support, contact webadmin@pinellascounty.org

Tips & Best-Practice Recommendations

1. File names should clearly identify the file. Avoid cryptic or extremely long file names.
2. File names should not include spaces or special characters (stick to letters, numbers and dashes).
3. For example **MyCompany-bid-3000-oct-2009.pdf**
4. Check the PDF files to make sure they are functional before you send them.
5. If the file is large and has a table of contents, adding links makes your files much more user friendly.
6. To maximize the usefulness and audit-ability of your files, it's recommended to add some identifier (AKA metadata) information to the PDF files. To do this is simple. After you've converted your file to PDF, using Acrobat select File-Properties, and add the name of the author, subject, and any additional info you like to make the source of the document clearly traceable.

SECTION C – INSURANCE REQUIREMENTS**SECTION C - INSURANCE REQUIREMENTS:**

The recommended vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your bid submittal deemed non-responsive.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
- b) Bidder shall email certificate that is compliant with the insurance requirements to **Amanda Richardson, ajrichardson@pinellascounty.org**. If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.** The certificate must name Pinellas County, a Political Subdivision of the State of Florida **400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.
- c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Bidder or their agent prior to the expiration date
 - (1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Bidder of this requirement to provide notice.
 - (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*

SECTION C – INSURANCE REQUIREMENTS

- (1) All subcontracts between Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.
 - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).

SECTION C – INSURANCE REQUIREMENTS

- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 2,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Bidder does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Bidder can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000.00
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- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

SECTION C – INSURANCE REQUIREMENTS

- (5) Property Insurance Bidder will be responsible for all damage to its own property, equipment and/or materials.

Builders Risk/Installation Floater Insurance County property shall be covered by proof of a Builders Risk policy and/or Installation Floater policy covering the interests of Pinellas County property until final acceptance of building or of installed equipment is granted and coverage period shall include testing. Coverage shall be maintained for the entire time the property and/or equipment is in the Bidder's care, custody, and/or control, including onsite and offsite storage and transit. Limit and valuation shall be replacement cost. If the Bidder delivers materials and/or equipment and loads same using a crane, then no crane, boom, jig, or weight exclusion shall apply. Bidder's property, installation floater, builders risk, if required, and/or equipment policy shall contain a waiver of subrogation in favor of the County. All deductibles will be the responsibility of the Bidder unless County agrees in writing. Builders Risk policies shall be written in the name of the County, the contractor and all subcontractors as their interests may appear. Installation and/or Equipment policies must name the County as a Loss Payee.

SECTION D – SPECIFICATIONS**SECTION D -SPECIFICATIONS:**

Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Bid Number: 190-0336-B(AR)

A. OBJECTIVE

This ITB is for a multiple full-service roofing contractor to perform roofing and drain inspections, repairs of various types and ages of buildings located throughout the County. The successful bidder will provide all labor and materials necessary to perform the work described in the Scope of Work.

B. BACKGROUND

The County requires a roofing contractor's expertise to facilitate proactive inspections and required replacement and repair of roofing systems as listed in the contract specifications. This contract encompasses buildings of various types and ages located throughout the County.

C. REQUIREMENTS/QUALIFICATIONS

Bidders must be licensed Certified Roofing Contractors and an insured entity, registered with the State of Florida. Individual Supervisors and Roofing Technicians must possess a valid State of Florida Roofing Contractor License. Proof of current licenses must be submitted with bid.

Bidders shall have adequate organization, facilities, equipment, personnel, and other resources necessary, to ensure prompt, efficient, and satisfactory service to the County.

D. SCOPE OF WORK

Bidder shall apply, install, connect, erect, use, clean, and condition manufactured articles, materials, fixtures, and equipment in accordance with the manufacturers' specifications.

Work under this contract will be assigned by the County on an as needed basis. The Bidder will be given the scope of work for each assignment and will be required to visit the work site. The Bidder shall provide the Facility Manager or designated County Representative with a quote for completing the job. See section below for detail on estimate requirements.

1. **Services:** This Scope of Work defines the minimum requirements necessary to perform various roofing inspections, replacements, and repair services are required by the County. Bidder shall be expected to perform various roofing related services as necessary. These services include, but are not limited to:
 - a. Inspection/investigation of leaks
 - b. Repairs to various roofing systems
 - c. Water testing
 - d. Repair of damaged seals
 - e. Gutter and downspout repairs
 - f. Warranty for workmanship for all parts, materials, and labor
 - g. Any other addition related services as required, at the County's approval.

Please note: this list is not inclusive of all services that may be provided under this contract and is given for reference only.

2. **Types of Roofing:** Roof types shall include but are not limited to: built up, coal tar pitch, bituminous, metal, shingle, membrane, tile, flat and low slope.

SECTION D – SPECIFICATIONS**3. Special Requirements:**

- a. All patch material shall coincide (or be compatible) with existing roof materials.
- b. All work repairs shall be performed in accordance with standard roofing practices.

4. Estimates: Bidder shall provide quotes for all repairs and projects, except for identified emergency situations. All County Representatives will provide full detail to Bidder in order to facilitate an accurate quote. Site visits may be required by the Bidder in order to fully understand the scope of the repair or project. Quotes and site visits shall be provided at no additional cost to the County. After initial request for quote, Bidder shall schedule any necessary site visits within two (2) days. Quotes shall be provided within three (3) business days of either initial contact or site visit. It is the Bidder's sole responsibility to ensure all information provided in a quote is accurate. Each quote shall include the following information:

- a. General overview of repairs required or project scope
- b. Any assessments current conditions and any related photographic documentation
- c. Estimated number of each trade type employee required
- d. Estimated number of hours for each trade type
- e. Hourly Rate
- f. Itemized breakdown of all materials to be used, with any discount or markup indicated
- g. Number of calendar days required for completion
- h. Lead time before work will start

Quotes shall be reviewed by the Designated Facility Representative and revisions or clarification may be requested. Once a quote has been approved, a purchase order will be issued as authorization to begin work. No work shall commence without an issued purchase order.

In the event that additional work is required outside of the approved repair or project, the Bidder shall not proceed with this work without written approval of the County. This includes any emergency or discovery of additional work once a repair or project has started.

- 5. Work Tickets, Job Tracking, and Final Documentation:** Bidder shall keep and maintain daily work tickets for employees and sub-contractors. Work tickets shall be recorded for the duration of each project and are to be included with final invoice submission, along with MSRP and/or list cost documentation, project photographs, and any other supporting documentation pertaining to the completion of the repair or project.
- 6. Photographs:** Bidder shall take photographs before and after any work or project. Before pictures shall be provided with any written quote and after pictures will be provided at the project close out and with the final invoice. Pictures will be provided to any designated Facility Representative by request. All photographs shall become property of the County.
- 7. Roofing Materials and Manufacturers:** Bidder shall furnish all materials for any project covered under this contract, unless otherwise specified at the time of project commencement and with the approval of the County. Materials purchased for services shall always be new and shall be selected to match existing materials whenever possible. If a match is unable to be sourced, materials must be approved by the County prior to installation. The cost of materials provided by the Bidder will be based on a percent markup on bidders cost, as provided on the Bid Summary. The Bidder's invoice shall clearly state the manufacturer's part number, description and cost.
- The County reserves the right to acquire any equipment or materials relative to the assigned work for the contractor to use for required services.
- 8. Roof Drain Repairs:** Bidder shall perform various roof drain repairs and replacement as required. Drain types include but are not limited to: PVC, steel, etc. Bidder shall be able to investigate and inspect existing systems and make appropriate recommendations for repair.
- 9. Debris Removal:** Add debris removal shall be included in the pricing, including rental of any debris containers. All debris shall be disposed of at an approved landfill or recycling center on a daily basis. County trash receptacles or dumpsters shall not be used at any time. Location of debris container placement must be coordinated with the designated Facility Representative.

SECTION D – SPECIFICATIONS**E. CONTRACTOR RESPONSIBILITIES**

- a. **Contractor Performance:** Awarded bidder shall perform any and all services in accordance with any and all Federal, State, and County statutes, laws, or regulations. Any fines levied due to failure to comply with any requirement shall be the sole responsibility of the Bidder. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility.
- b. **Contractor Awareness:** It is the Bidder's sole responsibility to become fully informed as to the nature and extent of the work required, and its relation to any other work in the area. Including possible interference with other County buildings or public access. Coordination between the Bidder and any entity outside of the County will be the sole responsibility of the Bidder.

Prior to work commencement, the Bidder shall verify all levels and dimensions as indicated on any provided drawings and report any errors or inconsistencies to the Facility Manager or Designated County Representative. The Bidder is responsible for all errors of fabrication and for proper and correct fitting together of all items of material and equipment to furnish a complete and satisfactory roofing system.

- c. **Protection of Existing Roof and Property:** Bidder shall provide protective materials to be held in place securely by sand bags or other means. Any area that is damaged, marred, scarred, or otherwise damaged shall be restored to its prior condition at no cost to the County. As facilities are occupied, noise, dirt, dust, and fumes must be kept to a minimum to avoid business interruption. On a daily basis, the Bidder is to advise the Facility Manager or Designated Facility Representative of the area the Bidder will be working. All roofing materials are to be covered and protects against the elements are necessary.
- d. **Protection Against Water Damage:** It is the Bidder's responsibility to keep the building watertight and free from leakage during roof repair or replacement work, protect existing building construction, and be responsible to repair and pay for all damaged caused by it to the building's contents, existing construction, or loss of business. It is the Bidder's responsibility for conducting work in such a way as to not exceed building design limits. The County reserves the right to perform engineering load surveys, if required. Bidder is responsible for any and all damaged to County property caused by the Bidder.
- e. **Safety Standards:** The Bidder shall insure the safety of its employees, building occupants, and the surrounding environment through the course of the contract for all repairs and projects. The Bidder shall be responsible for instructing and training their employees in all relevant safety measures.
 - i. Bidder shall determine the need for a supply any and all personal protective equipment (PPE) or safety items required for the safe performance of work. Protective clothing, equipment and devices shall, at a minimum, conform to OSHA standards.
 - ii. All equipment used by the Bidder shall be maintained in safe operating condition at all times, and shall be free of defects or wear that may constitute a hazard to any person or property.
- f. **Sub-Contractors:** If the Contractor intends to subcontract any portion of work, it must be approved in advance by the designated Facility Representative. The Contractor remains responsible for conduct and workmanship of all subcontracted vendors. Subcontractors must comply with all security and access requirements, including background clearances. The Contractor's insurance coverage shall remain primary at all times.
- g. **Pricing:** Hourly rates submitted on the Bid Summary shall be all inclusive. This includes, but is not limited to: labor costs supervision, equipment, machinery, insurance, overhead, vehicle use, travel time, tools, chemicals, and materials associated with industry standards. No additional charges will be allowed outside of the submitted rates.

Hourly labor rates shall be for work performed during standard business hours of 7:00 am to 5:00 pm, Monday-Friday. Labor activities scheduled for times outside of standard business hours shall be quoted and invoiced at the overtime hourly rates submitted in the Bid Summary.

- i. All Manufacturers materials shall be reimbursed at cost plus percent markup as submitted on the Bid Summary. Bidder must supply proof of cost with final invoice.
- ii. All other materials shall be reimbursed at cost plus percent mark up as submitted on the Bid Summary. Bidder must supply proof of materials base cost with final invoice.

SECTION D – SPECIFICATIONS

- h. Dispatch of Work:** For non-emergency the Bidder shall respond within two (2) days and be on site within four (4) days for initial site visit to determine work needed. Service calls will be dispatched by means of telephone or email from a Designated Facility Representative and will be notes on the Bidders work order form. A copy of the work order form, completed by the Bidder, shall be left at the stated facility with the Facility Manager or Designated Facility Representative. Also, copies of each of the above will be attached to and accompany the respective invoices. Bidders invoices shall reflect the breakdown of all regular time and overtime hours worked.
- i. Emergency Response:** For emergency repair calls, the Bidder shall respond by phone within four (4) hours and be on scene within twenty-four (24) hours. Bidder may be required to provide emergency repairs at times outside of standard business hours. The Awarded Bidder shall be required to be available on a twenty four (24) hour basis for emergency work. Bidder shall provide the County with an on call, 24 hour telephone number for emergency services.
- j. Chemical Use:** Bidder will be permitted to use chemicals to asset in the performance of services covered under this contract. All necessary chemicals shall be provided by the Bidder at no additional cost to the County.

 - i.** Chemicals shall properly labeled and provided in appropriate containers. Chemicals shall only be used for the intended use as described on labels.
 - ii.** While on site, all chemicals must be kept secured and in leak free containers.
 - iii.** Bidder is responsible for any leaks, spills, environmental damage, and full clean up in the event of any spill or contamination. Clean up shall be performed at no additional cost to the County and will be reported to the Florida Department of Environmental Protect as required by the Bidder.
 - iv.** Bidder is responsible for the proper disposal of all chemicals used, in accordance with any Federal, State, or local regulations.
- k. Safety Data Sheets:** Supplies required which meet the Hazard Communication Standard (HCS) are required to have published Safety Data Sheets (SDS).

 - i.** Bidder shall be required to submit a copy of all SDS for any hazardous substances to the County prior to the start of any specific project.
 - ii.** Bidder shall maintain a copy of all SDS documentation and safety certifications with the County and at each project site during the full duration of the work. All documentation shall comply with OSHA regulation and requirements.
 - iii.** All products must be recommended for the specific application by the manufacturer and approved by the appropriate governing body (EPA, OSHA, etc.).
- l. Permits:** All permits required by state or local governance shall be the sole responsibility of the Bidder. Bidder shall determine when permits are required, the method of application, and be responsible for all associated costs. Any fines due to permit non-compliance shall be the sole responsibility of the Bidder.

SECTION E – BID SUBMITTAL FORM**SECTION E -BID SUBMITTAL FORM:****Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services****Bid Number: 190-0336-B(AR)****(Schedule of Values)****PLEASE REFER TO THE ATTACHMENT TITLED SECTION E - BID SUBMITTAL SHEETS (MICROSOFT EXCEL)****BID SUBMITTAL IS TO BE SUBMITTED IN EXCEL FORMAT AND ONE PAPER COPY**

**NO CHANGES SHALL BE MADE TO THE PAY ITEM QUANTITIES CONTAINED HEREIN.
ANY CORRECTIONS TO BIDDER ENTRIES SHALL BE MADE IN INK AND SHALL BE INITIALED BY BIDDER.**

STEP 1: BID SUBMITTAL REQUIREMENTS	Step 1	Step 2
Page 1	X	X
Proof of Licenses and insurance: State of Florida Roofing Contractor License	X	
Section E – Bid Submittal Forms; Qualification Forms, Officers Forms (pages 40-47)	X	
Section E –Bid Summary and Submittal Sheet(excel)		X
W-9	X	
ePayables	X	
Section F - Addenda Acknowledgment Form	X	X

SECTION E – BID SUBMITTAL FORM

W9

Substitute
Form**W-9****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.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Other (see instructions) ▶	☐ Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 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 *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined in the instructions).

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 4.

**Sign
Here**Signature of
U.S. person ▶

Date ▶

***Instructions to Form W-9 available upon request.**

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION E – BID SUBMITTAL FORM**ELECTRONIC PAYMENT (EPAYABLES):**

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card.

Would your company accept to participate in the ePayables credit card program?

Yes ☐No ☐

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Company Name

Signature

Printed Signature

SECTION E – BID SUBMITTAL FORM**Bid # 190-0336-B(AR)****Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services****QUALIFICATION SUBMITTAL FORM**

The invitation to bid for this Project requires that this qualification submittal be included with the proposal and completed in its entirety.

A component of the Pre-Qualification of Bidder process is background check and review. Please provide the following documentation and include with Qualification Submittal Forms due by Step 1 due date listed on page 1.

- ~~1. Provide copies of any and all Occupational Safety and Health Administration (OSHA) Inspection Reports involving your company.]~~
2. Bidders must provide proof company is a licensed Certified Roofing Contractors and an insured entity, registered with the State of Florida. Individual Supervisors and Roofing Technicians must possess a valid State of Florida Roofing Contractor License. Proof of current licenses must be submitted with bid.
3. Provide a list of any subsidiaries your Company owns or is affiliated with. List name of company, full address, phone number, officers and directors of Company. Information provided must contain the first, middle and last name as well as date of birth. If verification cannot be obtained we may require a social security number.
4. Is your company owned by, or an affiliate of, a parent company? Please list the names and addresses of those officers and directors. Information provided must contain the first, middle and last name as well as date of birth. If verification cannot be obtained we may require a social security number.
5. Provide a list of all officers and directors of your company including addresses. Information provided must contain the first, middle and last name as well as date of birth. If verification cannot be obtained we may require a social security number.
6. If your company is publicly owned, provide detailed information on any occurrences or potential occurrences of a default.
7. Provide detailed information on any and all bankruptcy filings for your company. Specify the jurisdictions for all such filings.
8. Provide information on any and all lawsuits, litigation, judgments, verdicts, settlements, etc., involving your company and the owners of any projects that your company has been involved in, as follows:
 - a. Any and all Federal, State and/or Local lawsuits involving your company and the owners of any projects your company has been involved in, for the last three (3) years;
 - b. Any and all pending or recently filed litigation involving your company and the owners of any projects your company has been involved in. Specify the jurisdictions the litigation was filed in.
 - c. Any and all judgments involving your company and the owners of any projects your company has been involved in. Specify the jurisdictions the judgment occurred in.
 - d. Any and all verdicts or settlements involving your company and the owners of any projects your company has been involved in. Specify the jurisdictions the verdicts or settlements occurred in.

SECTION E – BID SUBMITTAL FORM**QUALIFICATION SUBMITTAL FORM(S)****Bid # 190-0336-B(AR)****Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services****QUALIFICATION SUBMITTAL FORM**

The invitation to bid for this Project requires that this qualification submittal be included with the proposal and **completed in its entirety**.

NOTE: BIDDER SHALL SUBMIT QUALIFICATION SUBMITTAL IN DUPLICATE ON FORM PROVIDED HEREIN TO PROVIDE THE QUALIFICATION REQUIREMENTS AS SPECIFIED IN

Company Name: Please include below

Project 1 (of similar type) Description

Owner of Project - Contact Information

Name

Address

Telephone Number and Email Address:

Design Professional/Engineer - Contact Information

Name

Address

Telephone Number and Email Address:

Project Award Amount: \$**Final Project Total Amount: \$****Scheduled Completion Date**

Actual Completion Date

SECTION E – BID SUBMITTAL FORM**QUALIFICATION SUBMITTAL FORM (continued)****Bid # 190-0336-B(AR)****Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services****Company Name:** Please include below**Project 2 (of similar type) Description****Owner of Project - Contact Information**

Name

Address

Telephone Number and Email Address:

Design Professional/Engineer - Contact Information

Name

Address

Telephone Number and Email Address:

Project Award Amount: \$**Final Project Total Amount: \$****Scheduled Completion Date****Actual Completion Date**

SECTION E – BID SUBMITTAL FORM**QUALIFICATION SUBMITTAL FORM (continued)****Bid # 190-0336-B(AR)****Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services****Company Name:** Please include below**Project 3 (of similar type) Description****Owner of Project - Contact Information**

Name

Address

Telephone Number and Email Address:

Design Professional/Engineer - Contact Information

Name

Address

Telephone Number and Email Address:

Project Award Amount: \$**Final Project Total Amount: \$****Scheduled Completion Date****Actual Completion Date**

SECTION E – BID SUBMITTAL FORM**QUALIFICATION SUBMITTAL FORM (continued)****Bid # 190-0336-B(AR)****Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services****Company Name:** Please include below**Project 4 (of similar type) Description****Owner of Project - Contact Information**

Name

Address

Telephone Number and Email Address:

Design Professional/Engineer - Contact Information

Name

Address

Telephone Number and Email Address:

Project Award Amount: \$**Final Project Total Amount: \$****Scheduled Completion Date****Actual Completion Date**

SECTION E – BID SUBMITTAL FORM**Bid # 190-0336-B(AR)****Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services****QUALIFICATION SUBMITTAL FORM (continued)**

The invitation to bid for this Project requires that this qualification submittal be included with the proposal and completed in its entirety.

Vendor Information

Firm Name:			
Street Address:	City:	State:	ZIP:
Additional Info:			

Officer/Director Information

Officer / Director / Member:	Title:	DOB:	SSN:
Notes:			
Officer / Director / Member:	Title:	DOB:	SSN:
Notes:			
Officer / Director / Member:	Title:	DOB:	SSN:
Notes:			
Officer / Director / Member:	Title:	DOB:	SSN:
Notes:			
Officer / Director / Member	Title:	DOB:	SSN:
Notes:			
Additional Information: (On Vendor or Contract Requirements)			

SECTION E – BID SUBMITTAL FORM**BID SUBMITTAL OFFICERS FORM**

BID TITLE: Roofing Services & Supplies, Waterproofing & Related Products and Services
BID NUMBER: 190-0336-B(AR)

Each Bid by an individual or firm shall state the name and address of each person who owns an interest therein, and, if any corporation, the name and addresses of its officers, or if an LLC, the name and address of its members. Bids shall be signed by the person or member of the firm making the same, and if a corporation, by an authorized officer or agent, subscribing the name of the corporation, together with his own name and the corporate seal.

The Bidder further agrees to execute the Agreement within ten (10) calendar days after receipt of notice of award, and within the time frame of Section H – Agreement.

Accompanying the Bid is a Bid Guarantee, meeting the requirements described in the Instruction to Bidders.

The Contractor's address and principal place of business is:

If Contractor is a Corporation, list the names, titles and business addresses of its President, Secretary and Treasurer.

PRESIDENT

ADDRESS:

Printed Name

SECRETARY

ADDRESS:

Printed Name

TREASURER

ADDRESS:

Printed Name

SECTION E – BID SUBMITTAL FORM

Said Corporation is qualified to do business in the State of Florida.

Corporation Name

By _____
President

Qualifying Agent

If Contractor is not a corporation, list the name(s) and business address(es) of its owner(s), joint venturers or partners:

Name	ADDRESS:
_____ Printed Name	_____

Name	ADDRESS:
_____ Printed Name	_____

Name	ADDRESS:
_____ Printed Name	_____

The said company or business entity is a sole proprietorship, partnership, or joint venture and is trading and doing business as

Company Name

By: _____

SECTION F ADDENDA ACKNOWLEDGEMENT FORM**SECTION F - ADDENDA ACKNOWLEDGEMENT FORM:****Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services****Bid No: 190-0336-B(AR)****PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB BY SIGNING AND DATING BELOW:**

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such addendum(s) has been issued, acknowledge receipt by signature and date in this section. Failure to do so may result in being considered non-responsive.

Information regarding Addenda issued is available on the Purchasing Department's website at, www.pinellascounty.org/purchase/Current_Bids1.htm, listed under category 'Current Bids'.

SECTION G STATEMENT OF NO BID

SECTION G - STATEMENT OF NO BIDS:

NOTE: If you do not intend to bid on this requirement, please return this form immediately. ***Thank you.***

Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756

We, the undersigned have declined to submit a bid for No. **190-0336-B(AR)** for **Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services**

- ☐ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- ☐ Insufficient time to respond to the Invitation to Bid.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet Bond requirement.
- ☐ Specifications unclear (explain below).
- ☐ Unable to Meet Insurance Requirements.
- ☐ Remove Us from Your "Notification List" Altogether
- ☐ Other (specify below).

REMARKS:

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

SECTION H - AGREEMENT

REFER TO SAMPLE AGREEMENT ATTACHED AS A SEPARATE DOCUMENT

APPENDIX 1 - PERMITS**APPENDIX 1 - PERMITS:**

Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Bid No: 190-0336-B(AR)

Pinellas County is not aware of any permits for roofing repair for this contract.

APPENDIX 2 – SAMPLE CHANGE ORDER FORM

APPENDIX 2 – SAMPLE CHANGE ORDER:

Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services
Bid No: 190-0336-B(AR)

SAMPLE CHANGE ORDER

PINELLAS COUNTY PURCHASING DEPARTMENT
 CLEARWATER, FLORIDA

FISCAL NO. _____

CHANGE ORDER NO. _____

ACCOUNT NO. _____

TO _____

Total Agreement \$ _____

FOR _____

Addition \$ _____

IN CONNECTION WITH _____

New Total \$ _____

Deletion \$ _____

New Total Agreement \$ _____

Execution by the contractor of this Change Order shall be considered a waiver of all claims or request for additional time or compensation for any activities prior to time of execution related to items included in the Change Order. The contractor also acknowledges that payment authorized by this Change Order represents full and complete compensation for labor, materials, incidental expenses, overhead profit, impact cost, and time associated with this Work. Claim procedures are outlined in the Contract documents.

Investigator

APPROVED AS TO FORM:
 OFFICE OF COUNTY ATTORNEY

Director of PurchasingAccepted this _____ day of
_____ 20 _____

By _____
 Attorney

PINELLAS COUNTY
 BOARD OF COUNTY COMMISSIONERS

By _____
 Chairman

Attest: KEN BURKE, CLERK

By _____
 Deputy Clerk

Use Authorized Signatures Only

Company

By _____
 Title

Witness

Section E**Bid Submittal and Summary****Bid #: 190-0336-B(AR)****Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services**

Pricing submitted shall be all inclusive, including any delivery, freight, or shipping charges, travel, taxes, permits, or other additional charges related to required work. No additional charges will be allowed outside of the submitted rates below.

Roofing Repair Services Labor Rates**ROOF TYPE: METAL ROOFS**

Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually	Estimated Annual Expenditure (Regular rate)	Extended (60 month) Expenditure (Regular rate)
\$	\$	3,000	-	-

ROOF TYPE: OTHER ROOFS**(including but not limited to shingles, tile, flat, low slope)**

Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually	Estimated Annual Expenditure	Extended (60 month) Expenditure
\$	\$	7000	-	-

Roofing Inspections Services Labor Rates

Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually	Estimated Annual Expenditure	Extended (60 month) Expenditure
\$	\$	500	-	-

Roof Drains Inspections and Repair Services Labor Rates

Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually	Estimated Annual Expenditure	Estimated (60 month) Expenditure
\$	\$	100	-	-

PARTS	% Mark up from Cost	Estimated Annual Amount	Estimated Annual Expenditure	Estimated(60 month) Expenditure
Manufacturer Material % Markup from cost	%	\$50,000	-	-
Other Material/Parts % Markup from cost	%	\$50,000	-	-

THIS AGREEMENT, made and entered into by and between Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

(Name of Firm)

(Corporation, Partnership or Individual Proprietor)

Authorized to do business in the State of Florida, with place of business located at:

herein after designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the
sum not to exceed _____

DOLLARS \$

to be paid by the COUNTY to the CONTRACTOR as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. THE CONTRACTOR AGREES:

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under **Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services, Bid No: 190-0336-B(AR)**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.
- B. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.
- C. To procure all insurance as required by the Instructions to Bidders.
- D. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in **Appendix 1** of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.
- E. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off the Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Project Manager, for the conducting of such inspections and tests as it may require.
- F. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.

- G. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement. The County reserves the right to reject any subcontractors or equipment.

Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement.

- H. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.
- I. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

- J. Local, State, and Federal Compliance Requirements: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

2. IT IS MUTUALLY AGREED:

- A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.
- B. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.
- C. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

- D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
 - E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.
 - F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.
3. The documents comprising this Agreement, which shall be known as the "Contract Documents", include the entirety of County's ITB pursuant to which this Agreement is awarded, including any addenda, and Contractor's submittal thereto. The following portions of the Contract Documents are listed for the purposes of determining priority:

CHANGE ORDER(S)

ADDENDA (if applicable)

SECTION B SPECIAL CONDITIONS

SECTION D SPECIFICATIONS

If there is a conflict between the terms of the Contract Documents, then the conflict shall be resolved according to the following order of priority: any terms required as a condition of grant funds shall have first priority; then the terms of this Agreement; then **the terms of the above listed documents shall be given preference in their above listed order; and then the terms of any remaining documents.**

4. **PUBLIC RECORDS – CONTRACTOR'S DUTY**

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 Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

Pinellas County Government Bid 190-0336-BAR
5. This Agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and
through the Board of County Commissioners

Name of Firm

By: _____

Chairman

Signature

Date

Print Name

ATTEST:
Ken Burke,
Clerk of the Circuit Court

Title

By: _____

Deputy Clerk

Approved as to Form

By: _____

Office of the County Attorney

Question and Answers for Bid #190-0336-BAR - Roofing Services & Supplies, Waterproofing & Related Products and Services

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Jul 1, 2020 3:00:00 PM EDT



Letter from the CEO, Robert Kornahrens



Robert P. Kornahrens
Founder & CEO

Thank you for investing your time learning how Advanced Roofing Inc. can provide you safety and security through our re-roofing, repairs, and preventive maintenance services.

I started Advanced Roofing nearly 40 years ago. Over that time, we have developed a strong reputation through our commitment to every client, providing high-quality roofing installations that are completed on time and on budget.

At Advanced Roofing, you will receive personalized and professional services tailored to satisfy your needs. From the start of the job to project completion, and through our preventative maintenance program, we are with you every step of the way. By choosing Advanced Roofing, you are selecting an innovator in roofing technology, methodology, and training. Our team and installations have been battle-tested since 1983, positioning us as the largest re-roofing company in Florida and rated within the Top 20 roofing contractors in the United States.

The following proposal will provide you with everything you need to know about our company and details regarding our approach to your current roofing project. If there is anything that we can do now or in the future to ensure that we exceed your expectations, please do not hesitate to contact me directly.

Again, thank you for your time, and we look forward to becoming part of your team soon.

Sincerely,

Robert Kornahrens
Founder & CEO

AVAILABLE STATEWIDE

Fort Lauderdale • Miami • Jupiter / Palm Beaches • Fort Myers / Naples
Tampa / St. Pete • St. Augustine / Jacksonville • Sanford / Orlando



LIC #CCC024413

1-800-638-6869

www.AdvancedRoofing.com



Your investment in your roof now is your safety and savings 20 years from now. When making a decision on the security of your business, employees, and family, you want a solution that you can count on, that's where Advanced Roofing comes in.

Safety: This is the most important value in our business and is our first priority. We have a full-time safety team in place to ensure every project is completed with the highest safety standards and without injuries.

Community: Through our passion and commitment to the communities in which we work, we strive to have a positive impact in those communities, making them better and safer places to live and work.

Sustainability: We have a long-standing commitment to sustainability through our solar division, Advanced Green Technologies, and have been recognized by Solar Power World as a top solar contractor in North America with more than 425 megawatts installed since 2012.

Quality: Our commitment to quality ensures you the best customer experience possible by providing precise and custom solutions for your building, as well as award-winning craftsmanship and premium roofing materials.

ACHIEVEMENTS IN 2022

- ▶ **#1** Commercial Roofing Contractor in FL (#16 in the Nation) - *Roofing Contractor Magazine*
- ▶ **#1** Commercial Solar EPC in FL (204/500 in the Nation) - *Solar Power World Magazine*
- ▶ **CASF** Craftsmanship Awards Roofing & Solar
- ▶ **TOP 100** (#41) Private Businesses - *South Florida Business Journal*
- ▶ **9/10** Customer Satisfaction Rating
- ▶ **4.5/5** Google Satisfaction Rating
- ▶ **0.58** Safety EMR
- ▶ **250** Re-Roofing Projects Completed
- ▶ **8 MW** Solar Energy Installed

AVAILABLE STATEWIDE

Fort Lauderdale • Miami • Jupiter / Palm Beaches • Fort Myers / Naples
 Tampa / St. Pete • St. Augustine / Jacksonville • Sanford / Orlando



**How Do Other
Contractors Stack Up
To Advanced Roofing?**

**We Dare You
to Compare!**

Compiled below is a list of important criteria for any business owner, Property Manager, or consultant to consider when selecting the right contractor for roofing projects. Advanced Roofing has a documented history of meeting and exceeding expectations in each category. Before selecting any roofing professional, research whether the prospective company satisfies these key areas of concern, or as we like to say, "Dare to Compare."

	ADVANCED ROOFING	Contractor B	Contractor C
Family Owned and Operated Since 1983 with No Bankruptcies in the Company's History	✓		
\$12 Million in General Liability Insurance	✓		
\$150 million Aggregate Bonding Capabilities	✓		
Over 75 Service Vehicles On the Road in Florida	✓		
Management Team with At Least 100 Years of Combined Roofing, HVAC, and Solar Energy Experience	✓		
Available Statewide in Florida: Seven Branches and 575 Employees	✓		
Full-Time Safety Division with a Low Experience Modifier. ARI's EMR is 0.58, 42% More Safe than Other Tier-I Roofing Contractors.	✓		
Ranks as the Largest Commercial Roofing and Solar Energy Contractors in Florida by the National Roofing Contractor Association and Solar Power World Magazine.	✓		
Award-Winning Commercial Roofing and Solar Energy Contractors: NRCA, FRSA, CASF, Manufacturers, and Associations	✓		
Emergency Roof Repair Division Available 24/7	✓		
Preventative Maintenance Programs with the Ability to Maintain and Extend Manufacturer's Warranty	✓		
Successfully Completes Over 14,000 Leak Repairs and 250 Commercial Re-Roofing Projects Annually	✓		
Hurricane-Disaster Planning: Partnership with RoofConnect, a national network of top-tier roofing contractors from around the U.S.A. to help with emergency repairs following a major hurricane.	✓		
Provide Manufacturer's Labor and Material Warranty (20 Year No Dollar Limit NDL), and Extended Warranties.	✓		

Call Today 1-800-638-6869

Tel 954-522-6868 Fax 954-566-2967

1950 NW 22nd Street, Fort Lauderdale, FL 33311





1983 Founded by Rob Kornahrens in Ft. Lauderdale, FL

1989 Sheet Metal Division Opens

1992 Hurricane Andrew strikes South Florida

1996 Advanced Roofing joins Fort Lauderdale Executive Association

2003 Advanced Roofing Co-Founders Roof Connect

2004 Kevin and Michael Kornahrens join the company full-time

2005 Roofing Contractors Association Ranks Advanced Roofing 5th in the Nation

2007 Advanced Green Technologies - Solar Division Established

2013 Jupiter Service Branch Opens

2015 Miami Service Branches Open

2016 Acquisition of Roof System Services of Pompano Beach, FL

2018 35th Year Anniversary Celebration

2019 500-Employee Milestone

2019 Tampa Office and Warehouse Purchase

2020 Roofing Contractor Magazine Ranks Advanced Roofing 12th in the Nation

1983 Started with one truck & \$15,000 loan in garage of home in Pompano Beach, FL

1986 Sq. Ft. Re-roofed: 2,702,700

1992 HVAC & Crane Divisions Open

1994 Sq. Ft. Re-roofed: 14,864,861

2000 Professional Roofing Magazine recognizes Advanced Roofing as one of the of the 50 most intriguing roofing contractors in the U.S.

2005 Central Florida Branch Opens

2007 Sq. Ft. Re-roofed: 32,432,424

2012 9 Million sq. ft. of Rooftops under Preventive Maintenance Program

2015 ABCI Roofing Apprenticeship Program Established

2015 Acquisition of Roth Bros. of Roofing Company in Tampa

2016 Sq. Ft. Re-roofed: 44,594,583

2018 Jupiter Office and Warehouse Purchase

2019 Acquisition of MSC Electric

2019 Jacksonville Office and Warehouse Purchase

2021 Miami Office and Warehouse Purchase

2023 40 Years in Business



SOME CLIENT WORDS ABOUT ADVANCED ROOFING

See more reviews at www.advancedroofing.com/customer-testimonials

COMMERCIAL RE-ROOFING

"Advanced Roofing re-roofed an occupied supermarket in our shopping center. Not only was everyone I dealt with professional and courteous, they also got the job done without any complaints from the tenant. I can highly recommend them."

- F. Weisener; Searstown LTD

AIR CONDITIONING

"We have successfully completed another installation project with AAS. They were a joy to work with and kept us up to date at all times regarding project progress. The project was completed on time and on budget."

- L. Hill; Royal Mgmt. Services

SOLAR ENERGY

"AGT is a top of the line Solar Contractor. They truly have the best knowledge in the business and their finished product is proof of that. I highly recommend this team and look forward to working with them again."

- H. Taylor; Kaufman Lynn

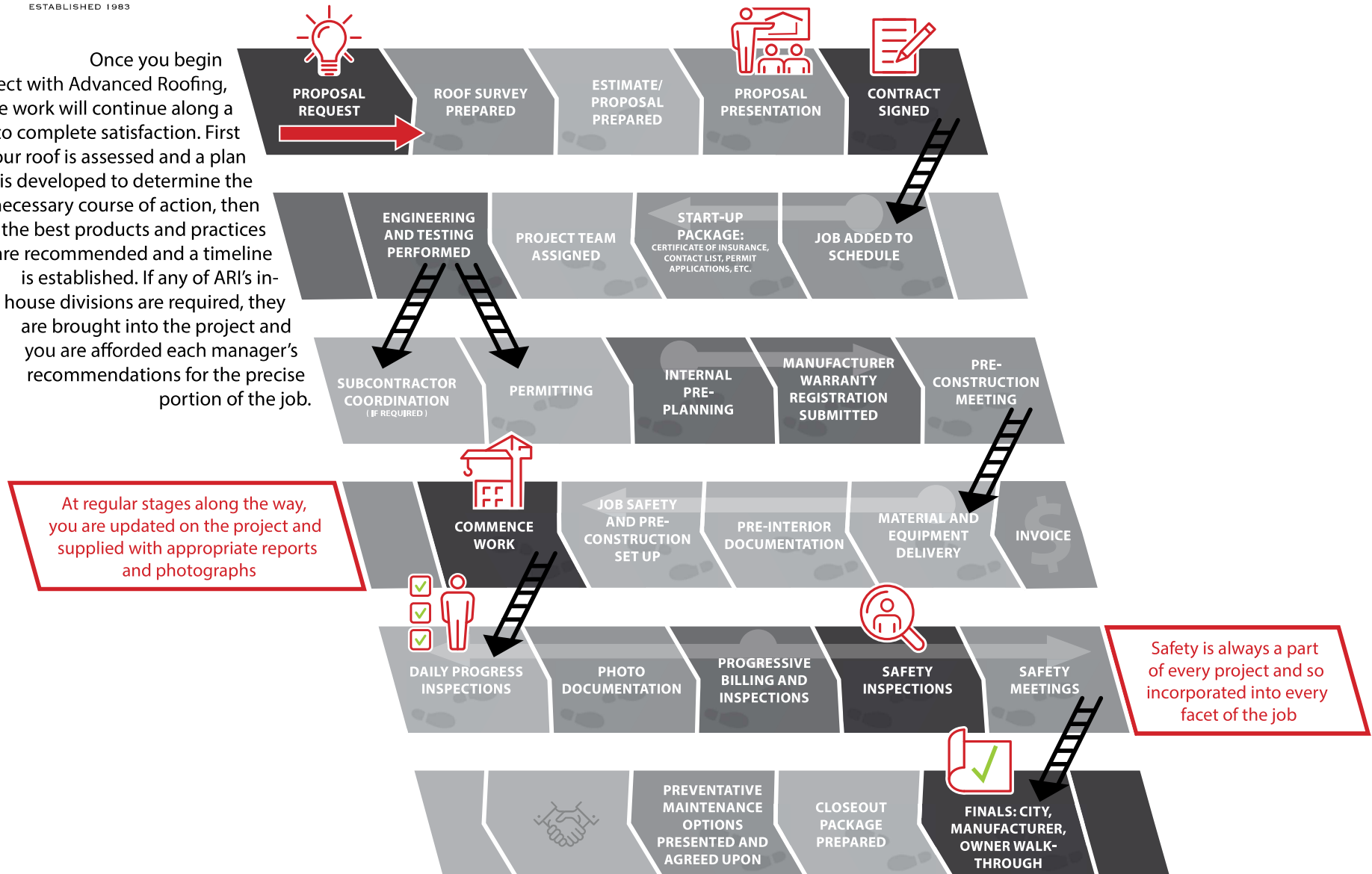
AVAILABLE STATEWIDE

Fort Lauderdale • Miami • Jupiter / Palm Beaches • Fort Myers / Naples
Tampa / St. Pete • St. Augustine / Jacksonville • Sanford / Orlando



LIC #CCC024413

Once you begin a project with Advanced Roofing, the work will continue along a path to complete satisfaction. First your roof is assessed and a plan is developed to determine the necessary course of action, then the best products and practices are recommended and a timeline is established. If any of ARI's in-house divisions are required, they are brought into the project and you are afforded each manager's recommendations for the precise portion of the job.





Reroofing your building can put significant strain on, or even exceed, your HOA reserves. Financing arranged through Advanced Roofing is a smart alternative, letting you spread the cost over a few years and between your residents.

► **Keep your reserve fund intact**

Avoid emptying your reserve account, so you still have the cash you need for emergencies

► **Avoid a special assessment**

Many of your residents simply won't be able to meet the costs required by a special assessment.

► **Don't delay reroofing**

Reroof your building now rather than delaying the work, which can lead to further damage.

► **Make no repayments until after completion**

Repayments don't start until the project is complete, giving your residents even more time to adjust their budgets and prepare for the increase.



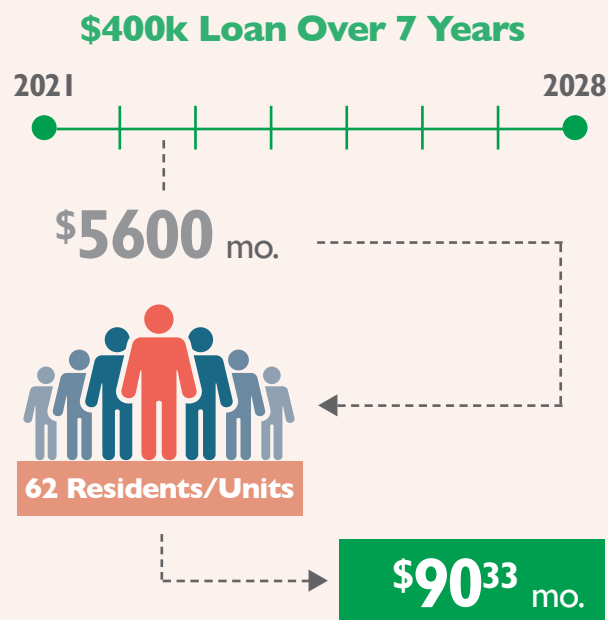
GET IN TOUCH TODAY

to discuss how we can help you secure finance for your reroofing project.

1-800-638-6869

REROOFING

A Better Financing Option



**Price illustration (indicative only)*

Do You Qualify?

To qualify for financing, you must:

Have an executed contract

Advanced can accept a contract contingent on your HOA securing financing.

Be in good financial health

Your HOA must be cash-flow positive, with less than 10% in arrears on dues.

Supply required documents

You'll need to supply a current balance sheet, income statement and the most current aging report, along with the number of units including rentals.

Have no liens filed on the premises

Personal guarantees won't be accepted as an alternative.



LIC #CCC024413

www.AdvancedRoofing.com



Florida's Premiere Commercial Roofing Contractor
Committed to Quality

To:
Todd Lewis
City of Clermont
400 12th Street Clermont, FL34711
352-394-4081

Job Name:
CLERMONT - CITY HALL

Address:
685 W. Montrose St. Clermont, Florida 34711

Date:
February 17, 2023

Reference:
Carlisle TPO Re-cover Roof System

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, material, tools, equipment and proper insurance with excess liability of twelve (12) million dollars.

PERMITTING AND TESTING

Permitting and testing that is required to secure a roofing permit is included in our bid proposal. The following test will be completed in order to pull your permit:

1. Engineered signed and sealed design wind pressure calculation.
2. Florida Product Approval (FPA) or Miami Dade County Notice of Acceptance (NOA) for the proposed system as required.
3. Roof plan with elevations of deck and parapet walls.
4. Perform moisture scan in accordance with Florida Building Code 2020 7th Edition - Testing Application Standard TAS 126-95.1.
5. Perform fastener test procedure for field withdrawal resistance in accordance with Florida Building Code 2020 - Testing Application Standard TAS 105-95.1.
6. Perform drainage survey to verify capacity of existing primary and overflow drains/scuppers in accordance with Florida Building Code 2020 7th Edition Section 1503, 1511.6, 1604.62, Plumbing section 1105, 1106, 1107, ASCE 7-16, Section 8.0 and HVAC Section 1514.4 and 1616.
7. Provide roof attachment and engineered fastening pattern in accordance with ASCE 7-16 and Florida Building Code 2020 7th Edition Roof Application Standard RAS 127.
8. Notice of Commencement filing with the county and fees before the start of the project.

PREPARATORY WORK

1. Cut and remove all base flashings in preparation for recover install.
2. Broom clean the entire roof. Remove all dust and dirt, then thoroughly clean with a power air blower.
3. Remove roofing debris and cart away to the local dump site or landfill.

OVERLAY HARD BOARD INSULATION

1. Furnish and install 0.5 inch DensDeck roof deck insulation to entire deck. All boards to be mechanically fastened utilizing coated fasteners and Rhinobond plates.

SINGLE PLY ROOFING SYSTEM

1. Furnish and install new Carlisle 60 MIL TPO single ply roof system. New roof system to be induction welded to Rhinobond plates in accordance with manufacturer specifications and local building code requirements.
2. All detail work including vent pipes, roof vents, and other miscellaneous roof projections to be done in accordance with Carlisle standard details.

TPO WALL/CURB FLASHINGS

1. Furnish and install new fully adhered 60 MIL Carlisle Sure-Weld TPO membrane applied to prepared vertical surfaces utilizing solvent based bonding adhesive per manufacturer approved details.

MISCELLANEOUS INSTALLATIONS

1. Top of all base flashing to be secured with a 1/8" thick aluminum termination bar. Same to be sealed with a caulk bead of sealant.
2. Shop fabricate and install new 24 gauge galvanized kynar coping cap metal. Exterior face to be hemmed and cleated with a continuous clip. Interior face to be mechanically fastened and sealed with rubber grommets or sealant.
3. Shop fabricate and install 24 gauge kynar galvanized surfacing mounted stucco stop. All metal to be nailed off for proper securement and sealed with a caulk bead of sealant.
4. Shop fabricate and install new 24 gauge kynar galvanized overflow or flow-thru parapet wall scupper drains at existing scuppers.
5. Remove and reinstall internal roof drains clamping ring and basket. If there are none existing, new shall be provided.
6. Furnish and install new pre-manufactured Split Pipe Boot flashing at pipe and stand leg penetrations. Flashing to be heat welded to membrane, and caulked and clamped at top side.
7. Furnish and install new unsupported single ply membrane field-manufactured flashing at abnormal shaped penetrations. Flashing to be heat welded to membrane and caulked and clamped at top side.
8. Shop fabricate and install new 24 gauge galvanized line jack goose necks to house refrigerant and gas lines for a/c units.
9. Membrane protection pads to be installed below lightning protection every 3' per manufacturer specifications.
10. Furnish and install new TPO walkway pads at the service side of existing HVAC units.
11. City or county roofing permit, crane and sales tax are included.
12. Digitized roof drawing and photographs depicting work areas and details for this work scope are attached.

CLARIFICATION & EXCLUSIONS

1. All costs associated with utility line interface with roofing activities are excluded from this proposal. If utilities exist on the roof it is the owners responsibility to pay for any required utility protection, shutdown, and standby power to allow for ARI to safely execute the project.
2. Recover scope of contingent upon acceptable moisture survey results per local building code.
3. Proposal based on Pinellas Term Contract.
4. Proposal excludes Balcony - Roof C.
5. Existing lightning protection will be removed, stored and reinstalled to original layout.

GUARANTEE

Twenty (20) year No Dollar Limit (NDL) guarantee on materials and labor by Carlisle.

CONTRACTOR'S WARRANTY

Two (2) year guarantee on materials and labor by Advanced Roofing, Inc.

Please note, the quoted price of any selected alternate shall be deemed added to the contract price. If an alternate requires a Preventative Maintenance Agreement with Advanced Roofing, the cost of the Preventative Maintenance Agreement shall also be deemed added to the contract price.

QUOTATION

FOR THE SUM OF ONE HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED FORTY-NINE DOLLARS AND EIGHT CENTS \$174,449.08

☐ **ALTERNATE ADD #1 - WARRANTY UPGRADE**

Furnish roof manufacturer's 25 Year Warranty in lieu of 20 Year Warranty included in base bid through Carlisle's Continuum-Care Preventative Maintenance Program. This alternate requires an actively engaged Preventative Maintenance Agreement with Advanced Roofing.

QUOTATION

FOR THE SUM OF SEVEN HUNDRED THIRTY-TWO DOLLARS \$732.00

UNIT PRICES

Replace Wet Roofing per Moisture Survey	\$12.00 per SF
Missing or Deteriorated Wood Nailer Replacement	\$5.00 per LF

OVERFLOW SCUPPERS

Any additional overflow scuppers required to be installed will be provided at a cost of \$1,500.00 each.
Any additional overflow scuppers required to be enlarged will be performed at a cost of \$750.00 each.

PREVENTIVE MAINTENANCE AGREEMENT

☐ SINGLE PLY ROOF SYSTEM - PREVENTIVE / PROACTIVE MAINTENANCE PROGRAM

The following Preventive Maintenance Program/Contract will meet the guidelines of your **Manufacturers requirements** and procedures. The following roofs named on this contract will have these maintenance items maintained once (annually) in a twelve (12) month period:

1. Fill and crown all penetration pockets with a pourable sealer.
2. Apply a one (1) part urethane sealant to all compression clamps located at vent stacks and field fabricated pipe flashings.
3. Inspect the perimeter parapet wall and curb base flashings for any possible voids which may occur due to structural movement of walls and roof edges. Repair any such voids which may exist with compatible single ply material.
4. Remove all debris from the surface of the roof system and drainage areas and dispose of properly. Check the clamping ring in the drain bowl assembly for proper compression and tighten drain bolts as necessary. **Note:** Removal of abandoned equipment, property or materials or other unusual objects is the Building Owner's responsibility.
5. Apply a polyurethane sealant to the following sheet metal items as necessary: coping cap metal, surface mounted counterflashing, termination bars, gutter joints, exterior scupper cover plates and conductor heads if accessibility permits such an application.
6. Visually inspect the coping cap metal and counterflashings for any loose or missing fasteners. If any fasteners are loose, they will be tightened or replaced as necessary. Additional fasteners will be added where missing fasteners are located.
7. Provide owner with written inspection report and digital photos of deficiencies. If we find conditions that need repair beyond the scope of preventative maintenance set forth in this agreement, we may provide recommendations and proposals for your consideration.
8. Proper maintenance of the roof will help extend its service life and prevent leaks. However, this maintenance contract is not a contract of insurance or guarantee against leaks or other roofing issues and unless separately agreed to in writing between the parties, is limited to the scope of services described above. **This preventative maintenance agreement does not cover maintenance or repairs to any portion of the building other than the roofing system installed by ARI and, without limitation, specifically excludes maintenance or repairs to masonry components and/or their cladding, windows, structural cracks, and physical damage by others.** Repair of leaks or damage to the roofing system caused in whole or in part by Owner's failure to maintain other components of the building are not covered under this agreement.
9. The term of this contract is three (3) years (hereinafter "Contract Term"). The Contract Term shall automatically renew unless cancelled by ARI or Customer in writing within ninety (90) days of the expiration of this contract. The Cost per year for any new Contract Term may be increased by not more than the greater of 5% or the average CPI for the most recent calendar year.
10. Cost per year: \$1,200.00 (One Thousand Two Hundred Dollars)
11. Total cost for three (3) year contract: \$3,600.00 (Three Thousand Six Hundred Dollars)

PM Agreement first year inspection will occur on or about the one (1) year anniversary date following project completion and issuance of manufacturer's warranty. First year (and subsequent years) inspection and report will be submitted to property manager. Invoice for one (1) year only will be submitted on or about the same date of inspection report. Payment is due within 30 days from receipt. Note: Upon acceptance of this proposal, no payment is required. A separate invoice will follow upon completion of the first service. ****The date contract is signed will serve as the first (1st) day of agreement between Advanced Roofing, Inc. and customer.**** IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

We have financing partners that can provide financing for any size job. Please let us know if you are interested and we can provide the information upon request.

Extended guarantees are available with a maintenance program.

Our work is done in a workmanlike manner by trained, qualified mechanics using the latest technical equipment for the job. During the course of the job the progress, workmanship and housekeeping is documented and reviewed by management for quality control. As always, ADVANCED ROOFING, INC. is "Committed to Quality".

Customer/Owner acknowledges that during the course of the roof removal process it is possible for debris, including but not limited to, insulation or roofing fabric, to fall inside the structure. ARI will use its best efforts to minimize such an occurrence. However, the parties stipulate and agree ARI shall not be liable for any claim, loss, or damage associated with debris falling inside the structure during the roof removal process regardless of the cause. Customer/Owner shall keep all persons or property free and clear from under the work area in order to minimize any potential claim, loss, or damage.

Safety and protection of the property is our concern and we take precautions to protect people and property from damage or injury during the course of the job. All work areas will be cleaned daily and equipment will be removed immediately upon completion of work.

TERMS OF PAYMENT

- A. 25% deposit due within ten (10) days of execution of contract.
- B. Monthly progress payments per AIA 702 and 703 Schedule of Values.
- C. 10% retainage to be paid upon delivery of permit final, warranties, and Final Releases of Lien.

Due to long lead time for material deliveries and extreme volatility in material prices, Contractor cannot guarantee the price of materials necessary for the completion of the Work. If, subsequent to the execution of this Agreement, there are any unavoidable casualties, material shortages, manufacturer or supplier mandated upcharges on materials, or any other events beyond Contractor's control that cause an increase in the price of the materials used in the performance of the Work, which include but is not limited to, tar, asphalt, asphalt-related products, steel, metal, plywood, insulation, flashings, membranes, tiles, sealants, or fasteners, the Contract Sum shall be equitably adjusted to account for those unforeseen costs. In an effort to mitigate future price escalations, Contractor shall require, and Owner/Customer agrees to pay, a deposit of twenty-five percent (25%) of the Contract Sum within ten (10) days of execution of this Agreement. Contractor acknowledges and agrees that the deposit shall be used exclusively for the purchase of materials that are anticipated to be used for the Work.

ATTENTION PROPERTY OWNERS - DON'T JEOPARDIZE YOUR INSURANCE

We are fully and properly insured, in addition with our base coverage of 1 million, 2 million aggregate, we also carry an additional \$10,000,000 in excess coverage. Proof of insurance will be sent upon request. It is in the best interest of the owner to make sure a contractor carries the amount of insurance as stated above and ask for proof.

Thank you for the opportunity to bid on this work. Should you have any questions or require any additional information, please do not hesitate to call.



Florida's Premiere Commercial Roofing Contractor
Committed to Quality

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Authorized Signature:

Printed Name: Wayne Mathews

NOTE: This proposal may be withdrawn by us if not accepted within 7 days.
Owner is responsible for asbestos testing and related cost to remove.

Acceptance of Proposal

☐ By checking this box, I have read and agree to the Terms and Conditions(see attached).

The undersigned as (check one) ☐ Owner ☐ Authorized agent of Owner hereby accepts and agrees to the prices, specifications and conditions indicated above and on the reverse side of this contract.

Accepted:

Signature:

Date:

*Terms & Conditions on last page(s) apply.

State License: CCC 024413

Thank you for the opportunity to bid this work. Should you have any questions or require additional information, please do not hesitate to contact Wayne Mathews at (407) 630-3670 or via email at WayneM@advancedroofing.com.

Contract Terms & Conditions

The following provisions form part of the contract between the parties hereto. Advanced Roofing, Inc. will be referred to as "Advanced":

GUARANTEE: Unless otherwise provided in the body of this contract, re-roofing jobs are guaranteed by ARI Insurance, Inc. for two years, the premium for which is included in the contract amount. The guarantee covers any defect in workmanship or in materials supplied by Advanced which cause a leak to the premises. The guarantee does not cover actions beyond the control of Advanced, including but not limited to windstorms, hurricanes, tornados, lightning, plant or animal life, such as termites, damage caused by Owner or other parties, or work done by parties not under the control of Advanced. Mechanical and electrical modifications are not part of Advanced's responsibility unless included in the scope of work otherwise described herein. Advanced's total liability under this guarantee shall not exceed the lesser of (a) the cost to return the roof to a watertight condition or (b) the contract amount paid to Advanced pursuant to the terms of this contract. In no event shall Advanced's liability under this contract extend to consequential damages. Claims made under this guarantee shall be made to ARI Insurance, Inc. c/o Advanced Roofing, Inc. Advanced Roofing is authorized to photograph the property in order to determine the scope of services, marketing, or other purposes associated with the project.

CLAIMS: All claims for nonfulfillment of the contract shall be made within 30 days from completion of the work. Advanced reserves the right to correct any condition for which it is responsible including damage to other property. In the event others repair or attempt to repair any problem with the work done by Advanced, unless authorized by Advanced in writing, all guarantees and warranties associated with this project shall be void and of no other further force and effect. Advanced shall not be liable for any cost of work or repairs to its work done by others unless previously authorized by Advanced in writing.

PAYMENT: Owner has represented to Advanced that it has the funds available to make payment and has further agreed to supply financial records satisfactory to Advanced, prior to commencement of construction. Owner agrees that, if requested to do so by Advanced, Owner shall complete a credit application authorizing Advanced to investigate the credit worthiness, credit history and/or financial responsibility of Owner. If Advanced in its sole discretion is not satisfied with Owner's current or future ability to pay, or Owner fails to complete a credit application, Advanced may terminate this contract without penalty. Final payment is due on the completion of the job and is a condition precedent to any warranty or guarantee obligation of Advanced or ARI Insurance, Inc. Any release, lien waiver or warranty issued pursuant to this project is delivered in escrow subject to payment and may be cancelled for nonpayment. Advanced's right to payment is not contingent upon the acceptance of work done by others and over which Advanced has no control. Interest shall accrue at eighteen percent per annum on all amounts not paid within 30 days of the date payment was due. All payments made via credit card or debit card are subject to a three percent (3%) processing fee.

UNFORESEEN CONDITIONS: This proposal is limited to the scope of work described and does not include structural issues which may be discovered during the course of the work. In the event that unforeseen conditions arise that were not apparent upon visual inspection, such additional work shall be performed on a time and material basis over the price stated in this contract. Examples of conditions which will be considered an unforeseen condition giving rise to an increase in the cost of the job would be the discovery of additional roofs during tear-off; or that the original roof was solidly mopped to the deck; deck replacement; deck securement/fastening; deck minimum gauge or deck conditions requiring repair beyond proposal allowance, or any other condition that Advanced should not reasonably have anticipated from visual inspection and included in the price provided for in the contract. It is recommended that a structural engineer inspect the roof deck.

OWNER RESPONSIBILITIES: Unless otherwise provided for in the body of this contract, Owner is responsible for any of the following conditions: Asbestos testing and removal expenses, if any; wind uplift and moisture testing if required; engineering and attachment or enhancement of the existing/proposed roof deck system and any structural component of the building; the condition of the existing/proposed deck slope, structural integrity of the deck, method of attachment of the deck, buried conduits, and equipment below the deck or any other structural deficiencies which may contribute to preventing positive drainage on the roof surface; Waterproofing of the building envelope, including windows, doors, or other areas outside the scope of work performed by Advanced. Owner may be responsible for moving or otherwise protecting signs, lighting antennas, satellite dishes or other property or equipment which interferes with the reroofing of the property and agrees not to hold Advanced liable for damage to same unless Advanced accepted the responsibility therefore. Customer/Owner acknowledges that during the course of the roof removal process it is possible for small amounts of debris, including but not limited to, insulation or roofing fabric, to fall inside the structure. ARI will use its best efforts to minimize such an occurrence. However, the parties stipulate and agree ARI shall not be liable for any claim, loss, or damage associated with debris falling inside the structure during the roof removal process.

PRE-CONSTRUCTION INSPECTION/LEAKS: Roofs ready for replacement are generally leaky and holding water which may, through no fault of Advanced, leak into the building during the course of the re-roofing process. Advanced shall use best roofing practices to minimize the risk of leaks but owner agrees not to hold it liable for leaks not directly caused as a result of negligent practices. Additionally, interior damage generally pre-exists commencement of the re-roofing project. Owner agrees to provide access to all interior areas and top floor units in order for the parties to document pre-existing damage. The risk is upon Owner, who agrees to indemnify and hold Advanced harmless, against any claim by Owner or any other party seeking to hold Advanced liable for damages where Advanced was not provided access during its pre-construction inspections to the areas in question. Owner also shall have the responsibility to notify its residents of the steps that must be taken to protect their property, which will be contained in the Start-Up letter provided by Advanced. Owner shall also provide the staging area and cooperate to inform and assist in preventing residents or others from entering that area or any area under construction.

PRICES QUOTED ARE FOR GALVANIZED flashing, eaves drip and gravel stop unless otherwise specified.

UPLIFT STANDARDS: All roofing systems will be installed in accordance with both the manufacturer's specifications and building code. Advanced does offer uplift guarantees but unless otherwise specified in this proposal post installation pressures are not guaranteed.

EXISTING PROPERTY OR EQUIPMENT: Unless otherwise specified in this contract, Advanced shall not be liable for damage to property or equipment, including signs, lighting fixtures, antennas, satellite dishes or other equipment at the property which is reasonably at risk from the work performed by Advanced. Any expenses incurred by Advanced to protect said property shall be paid for by Owner.

RISK OF DAMAGE: It can be expected that the work will cause vibration, which could cause damage to the building or its contents. The Owner is in the best position to secure said property or, in the case of others who occupy interior units, to advise them of the need to do so. Advanced does not assume any risk and shall not be held liable for damage to stained, cracked or damaged ceilings or ceiling components, cracked or damaged plaster, insulation, acoustical tile or personal property or fixtures within or about the building(s), cracks in driveways, curbs and sidewalks or soffit repair or replacement. Additionally, Advanced shall not be liable for damage to parked vehicles or property located in or about the staging area assigned for its use, or for any damage or injury for respiratory problems which may result from the odors associated with its work. The Owner shall advise its tenants and employees of these risks and concerns and take such action as it deems reasonable.

DELAYS: Advanced shall not be liable in any respect for any delays caused by strikes, labor disputes, material shortages, court injunctions, actions by the Owner or by third parties, Acts of God, or other conditions outside of its control. In the event Advanced must remobilize as a result of any action for which the Owner is responsible, or due to weather or other conditions not the responsibility of Advanced, Advanced shall be entitled to an increase of the contract price attributed thereto. If it is necessary to perform additional work in order to protect the property from adverse weather, or to repair work damaged by adverse weather, Advanced will be entitled to a change order for reimbursement for same.

MATERIAL PRICE CHANGES: Due to extreme volatility in material prices, if, subsequent to the execution of this contract, there is an increase in the price of tar, asphalt, asphalt-related products, steel, metal, plywood, insulation, flashings, membranes, tiles, sealants, fasteners, or other materials necessary for the completion of the Work, the Contract Price shall be equitably adjusted to reflect the additional cost. Advanced will provide written documentation reflecting the increased charges. A fuel surcharge may be added if the price of fuel increases by more than 5% between the time the contract is signed and commencement.

BREACH: In the event Owner terminates or breaches this contract, or if a condition attributable to Owner or Owner's property arises that prevents Advanced from fulfilling the contract, Advanced shall be entitled to be paid that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses and profit which would have been realized had the work been completed. If the contract is canceled as a result of strike, labor dispute or conditions not the fault of or attributable to either party hereto, Advanced shall be entitled to recover from Owner that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses or other expenses incurred related to the project but not profit for work not performed.

DISPUTES: The prevailing party in any litigation, arbitration or mediation arising out of or relating to this contract shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, at both the trial level and on appeal. Broward County, Florida, shall be the sole and exclusive venue for any litigation arising from or relating to this contract. Owner hereby expressly consents to the exclusive personal jurisdiction of the state and federal courts located in Broward County, Florida for any lawsuit filed arising from or related to this contract and waives any argument that any such court lacks jurisdiction or that venue in such forum is not convenient. In the event Owner commences any action arising under this contract in another jurisdiction or venue, Advanced shall, at its sole option, be entitled to have the case transferred to one of the jurisdictions and venues above stated, or if such transfer cannot be accomplished under applicable law, Owner consents to have such case dismissed without prejudice.

NO ORAL PROMISES: There are no promises, representations or understandings outside of this instrument which instrument represents the complete agreement between the parties. No modification of this contract shall be valid unless in writing, signed by the party against whom the change is asserted. Any notification required by this contract shall be made in writing.

LIMITATION OF LIABILITY: Advanced Roofing is not liable for any claim for injury or damages, whether based upon a contractual, statutory or tort theory, which result from: (a) natural disasters including but not limited to lightning, windstorm, hail, hurricane, tornado, wind gale force or greater; (b) misuse, neglect, or unauthorized alterations of the roofing system or as a result of or connected with materials supplied or installed by others; (c) exposure to damaging substances such as oil, solvents etc.; (d) failure of the substrate, surface or materials under the roof; (e) improper drainage; (f) lack of recommended maintenance; (g) damage resulting from water entry from any portion of the building structure which is not a part of the roofing system, or (h) any claim related in any way to damage or injuries from mold, spores, fungus, any organic pathogen or exposure to toxic or noxious substances fumes or vapors. Advanced Roofing shall have no obligation under this Contract until all bills for installation, service, and materials have been paid for in full. The Owner will, at its expense initiate an ongoing maintenance program to include keeping all pitch pans filled with mastic, maintaining caulk or sealant around all roof penetrations, cap metal, cover plates, gravel stops, counterflashings, termination bars, exterior scuppers, gutters, down spouts and leader heads, and keeping the roof free of vegetation, trash and debris and such other miscellaneous items necessary to maintain the serviceability of the roofing system. If this roofing system is covered under a manufacturer's Warranty, Advanced is not liable for the provisions thereof. The warranty and liability of Advanced Roofing shall only accrue to and be for the benefit of the original Owner named herein, and is NOT assignable or transferable without prior written approval and inspection by Advanced Roofing.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADVANCED ROOFING, INC. DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY REPRESENTED BY THIS WARRANTY.

Advanced Roofing's exclusive responsibility and liability under this warranty has been transferred to ARI Insurance, Inc. and, in the case of a new roof, to make repairs that may be necessary to maintain the roofing system in a watertight condition for the length of Advanced Roofing's warranty period; and in the case of a repair, to repair any additional leaks which result from faulty repair work done by Advanced Roofing. (Owner acknowledges that leaks may come from more than one possible source and that Advanced Roofing does not guarantee that its repair will stop leaks not associated with the area repaired by it.) Advanced Roofing shall not be liable for its own negligence, or under theories of statutory or strict liability or any other theory of liability other than the exclusive liability set forth in this warranty which Owner agrees is its sole remedy notwithstanding the type or category of damages claimed. Under any circumstance, Advanced Roofing will not be liable for any personal injury claims, or claims for consequential damages to the structure (upon which the roofing system is affixed) or its contents, loss of time or profits or any inconvenience or expense incurred by Owner. Any change to the provisions of this section must be in writing and signed by a corporate officer of Advanced Roofing, Inc.

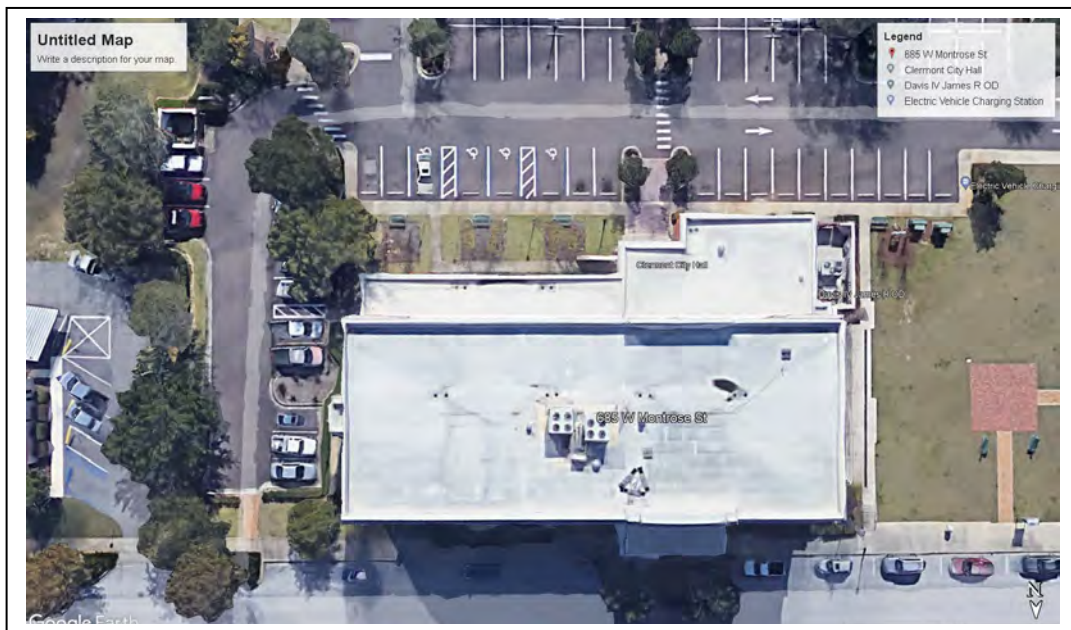
ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

Due to long lead times between execution of the Agreement and obtaining permits, actual commencement of the Work, and procurement of materials, there can be unexpected price increase in the cost of materials charged by suppliers and manufacturers. In the event there is a Substantial Price Increase in materials subsequent to the execution of this Agreement, the Contract Sum shall be equitably adjusted. "Substantial Price Increase" shall mean a price increase of 3% or more of the quoted cost of any material Contractor received for the Work or the material cost upon which the bid was based.



Phone (954) 522-6868 | Toll-Free (800) 638-6869 | www.advancedroofing.com
1950 NW 22nd St. Fort Lauderdale, FL 33311

Project: **Clermont City Hall**
685 W. Montrose Street, Clermont, Florida



Phone (954) 522-6868 | Toll-Free (800) 638-6869 | www.advancedroofing.com
1950 NW 22nd St. Fort Lauderdale, FL 33311



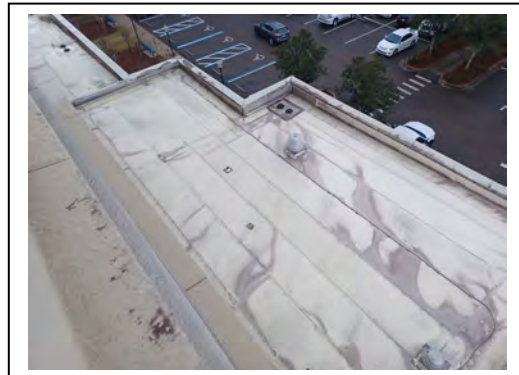
View at front of building



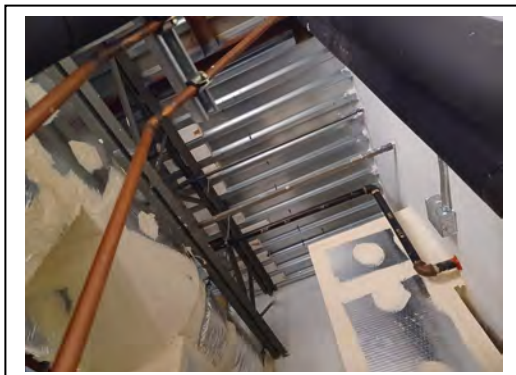
View at rear of building



View at front parapet wall, flashing
and coping condition



View over lower rear roof section.
Requires 32ft. ladder to access



View under metal deck

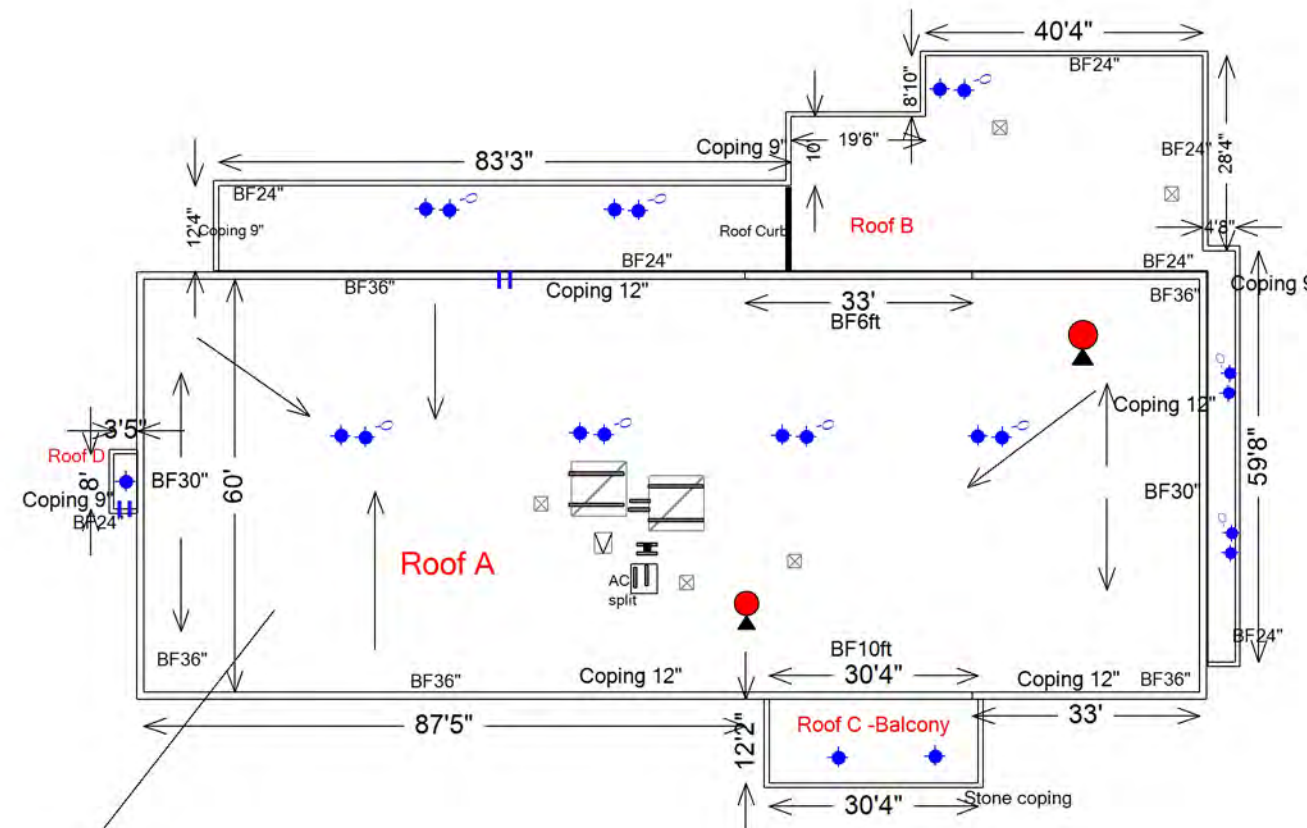


View of core sample high point behind
front parapet wall



Legend

----- Control Joint	----- Expansion Joint
Roof Top Units	
HVAC on Curb	Skylight
Roof Hatch	Unit on Curb
HVAC on Sleepers	Unit on Sleepers
Projections	
Plumbing Stack	Hot Stack
Pitch Pan	Metal Sleeve Stack
Drainage	
Drain (Existing)	Scupper
Drain (New)	
Miscellaneous	
Gas Line	Crickets
Walkway	Roof Level Change
Paver Walkway	Core Test
Problem Indicators	
Blister	Ridging
Ponding	Bare Spot
Flashing Problem	Photo Indicator
* Note: -U indicates an unused item	



Roof A = 9, 211sqft
Roof B = 2, 962sqft
Roof C = 369sqft
Roof D = 27sqft

Total Roof Area = 12, 569sqft

ADVANCED ROOFING, INC.
200 Northstar Ct. Sanford, FL (407)322-1555

Project **Clermont City Hall**

Customer

DWG. By **Tim Wilson**
timw@advancedroofing.com

Date **2/6/23** Scale **N.T.S**

This drawing is the property of Advanced Roofing Inc.
It may not be reproduced without consent.

Pinellas County Term Contract
Clermont City Hall

Labor breakdown

Labor cost per man per hour is \$55.00
 Crew size 8

	Hours	Rate	Labor total
Labor total	1133	\$55.00	\$62,315.00

Materials breakdown

Product description	Ord Qty	Ord Un	Unit Price	Prc Un	Net Cost
12' 0"x 100' 0" Sure-Weld TPO	12	ROLLS	\$984.00	ROLL	\$11808.00
6' 0"x 100' 0" Sure-Weld TPO	9	ROLLS	\$492.00	ROLL	\$4428.00
4' 0" x 10' 0" 22 Ga. Galv.	11	SHEETS	\$60.00	SHEET	\$660.00
4' 0" x 10' 0" 24 Ga. Galv.	1	SHEETS	\$52.00	SHEET	\$52.00
4' 0" x 10' 0" 24 Ga. Galv. - Kynar	50	SHEETS	\$85.00	SHEET	\$4250.00
4' 0" x 10' 0" SW Coated Metal	1	SHEETS	\$349.00	SHEET	\$349.00
1/2" x 4' 0"x 8' 0" DensDeck	132	SQ	\$82.00	SQ	\$10824.00
1-1/4" Drive Pin @ 100/Box	31	BOXES	\$10.00	BOX	\$310.00
1-1/2" Fastener w/Neoprene Washer @ 1000/Box	1	BOXES	\$30.00	BOX	\$30.00
1/4" Pop Rivet @ 1000/Box	1	BOXES	\$49.00	BOX	\$49.00
6" HP-X Fastener @ 500/Box	14	BOXES	\$196.00	BOX	\$2744.00
TPO Rhinobond Plate 500/Box	14	BOXES	\$375.00	BOX	\$5250.00
Carlisle Sure Weld Bonding Adhesive	9	PAIL	\$152.00	PAIL	\$1368.00
Carlisle Cut Edge Sealant	7	TUBE	\$23.90	TUBE	\$167.30
Caulk	29	TUBES	\$9.00	TUBE	\$261.00
Carlisle Sure Weld Flashing - 24"	1	ROLLS	\$424.00	ROLL	\$424.00

Carlisle SW Inside/Outside Corner	2 BOXES	\$231.05	BOX	\$462.10
Carlisle SW T-Joint Cover	3 BOXES	\$79.00	BOX	\$237.00
Termination Bar	1790 LF	\$1.42	LF	\$2541.80
Carlisle SW Pipe Seals	8 EA	\$48.82	EA	\$390.56
Carlisle TPO Walkpad Roll	1 ROLLS	\$670.00	ROLL	\$670.00
Carlisle Universal Single Ply Sealant	80 TUBE	\$10.35	TUBE	\$828.00
Carlisle Water Cut-Off Mastic	155 TUBE	\$9.49	TUBE	\$1470.95
Carlisle Weathered Membrane Cleaner	1 PAIL	\$111.00	PAIL	\$111.00
Drain Clamp	19 EA	\$50.00	EA	\$950.00
Foam Can	1 CAN	\$10.00	CAN	\$10.00
Drain Basket	19 EA	\$50.00	EA	\$950.00
Night Tie In	122 SQ	\$5.00	SQ	\$610.00
Stainless Steel Clamp	18 EA	\$3.00	EA	\$54.00
20 Year Carlisle Warranty	122.00 SQ	\$10.00	SQ	\$1220.00
30 Yd. Dumpster	1.00 EA	\$600.00	EA	\$600.00
Lighting Protection	1.00 EA	\$19,035.00	EA	\$19035.00
Portable Toilet	1.00 LS	\$350.00	LS	\$350.00
Temp Fence	1.00 EA	\$1,000.00	EA	\$1000.00
Equipment Delivery Charge	1.00 EA	\$300.00	EA	\$300.00
Freight	3.00 EA	\$750.00	EA	\$2250.00
Misc Tools and Supplies	1.00 EA	\$2,500.00	EA	\$2500.00
Misc. Damages	1.00 EA	\$2,500.00	EA	\$2500.00
Permit Fee	1.00 EA	\$750.00	EA	\$750.00
Testing - TAS-126 - Moisture Survey	1.00 QUOTE	\$2,050.00	QUOTE	\$2050.00
Testing - Drainage Calc	4.00 QUOTE	\$500.00	QUOTE	\$2000.00
Testing - Roof Attach Calcs	1.00 QUOTE	\$450.00	QUOTE	\$450.00

Testing - TAS-105 - Fastner Withdrawel Resistance	19.00 QUOTE	\$45.00 QUOTE	\$855.00
Subtotal			\$88119.71
12% Mark up			\$10574.37
Other Total costs			\$98,694.08
Crane Charge per Day			
5 days x \$2,400.00 per Day			\$12,000.00
Subtotal			\$12,000.00
12% Markup			\$1,440.00
Total			\$13,440.00
Job cost total			<u>\$174,449.08</u>



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 28, 2023		
Agenda Item Name		
Piggyback Contract and Budget Amendment		
Requested Action		
Requesting approval for piggyback contract number 21-0538 from Lake County piggyback contract with Traffic Control Devices, LLC. to provide electrical services to install LPRs for \$30,000 and a corresponding budget amendment to the Police Impact Fund.		
Staff Report		
The Procurement Services Department and the Police Department Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from Lake County number 21-0538, to provide electrical services to install LPRs. The Lake County contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The award includes an initial two (2) year term agreement. Based on this, staff recommends that Council approve to piggyback the Lake County contract number 21-0538 This contract will provide electrical services to install LPRs. The estimated annual amount of this contract is over \$30,000.00 The use of piggyback contracts is allowed under the Purchasing Policy Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual usage does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Requesting a budget amendment in the amount of \$30,000.00 from the Police Impact Fund reserves to pay for electrical services for LPR installation. Department Account Code: 15521-66401		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Quotes	Quotes.pdf	
2. 21-0538	21-0538.pdf	
3. Tabulation	Tabulation.pdf	



242 N Westmonte Dr, Altamonte Springs, FL 32714 T: 407-682-2269 F: 407-682-0076 www.TCD-USA.com

PROPOSAL

To:	Clermont Police Department	Customer: Clermont Police Department
Address:	3600 US HWY 27	Phone: 352-394-5588
	Clermont FL 34711	Fax:
Project Name:	Clermont Police LPR's	Bid Number: 21-0538
Project Location:	27 & Hartwood Marsh - Clermont FL	Date: 1/20/2023

Effective 10-26-22 thru 10-25-24

Notes:

Install power circuit on the SW and NE corners.

Total Price: \$ 5,830.65
*See page 2 for price details.

Notes:

This proposal is a unit price proposal. The total sum is an approximate sum based on the estimated quantities on the attached proposal (which is an integral part of this proposal) at the unit prices depicted thereon. The final contract amount of any contract resulting from this proposal shall be based on the quantities actually installed and field verified by the Owner's architect/engineer at these unit prices.

Payment Terms:

Payments are to be made to us by the tenth day of the month for all work installed and materials placed on the job site during the preceding month. Final Payment including retainage, if any, will be due not more than thirty (30) days after completion and acceptance of the work. Any contract resulting from this proposal shall be on the terms and conditions mutually acceptable to the Purchaser and Traffic Control Devices, Inc.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date Of Acceptance: _____

CONFIRMED:

Traffic Control Devices Inc.

Authorized Signature:

**Chris
Gallagher**

Digitally signed by Chris Gallagher
DN: cn=Chris Gallagher, c=US,
email=c.gallagher@tcd-usa.com
Reason: Clermont LPR's
Date: 2023.01.20 11:52:13 -0500

Estimator: Christopher R Gallagher

(407) 905-3713

c.gallagher@tcd-usa.com



242 N Westmonte Dr, Altamonte Springs, FL 32714 T: 407-682-2269 F: 407-682-0076 www.TCD-USA.com

Item # Detail Summary

Line #	Item #	Description	QTY	UM	Unit Price	Total Price
1	101-1-1	Mobilization	1	EACH	\$ -	\$ 277.65
2	Lake-MOT	MOT F&I	1	INT	\$ 1,333.00	\$ 1,333.00
14	630-2-11	Conduit F&I Open Trench	10	LF	\$ 34.50	\$ 345.00
16	630-2-14	Conduit, F&I Above Ground F&I	50	LF	\$ 39.50	\$ 1,975.00
77	639-2-1	Electrical Service Wire F&I	400	LF	\$ 4.75	\$ 1,900.00
Total						\$ 5,830.65



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PROPOSAL

To:	Clermont Police Department	Customer: Clermont Police Department
Address:	3600 US HWY 27	Phone: 352-394-5588
	Clermont FL 34711	Fax:
Project Name:	Clermont Police LPR's	Bid Number: 21-0538
Project Location:	Hancock & Hartwood Marsh - Clermont FL	Date: 1/20/2023

Effective 10-26-22 thru 10-25-24

Notes:

Install power circuit on the NW corner

Install cat 5 cables between the SE and NW corners.

Total Price: \$ 4,293.71
*See page 2 for price details.

Notes:

This proposal is a unit price proposal. The total sum is an approximate sum based on the estimated quantities on the attached proposal (which is an integral part of this proposal) at the unit prices depicted thereon. The final contract amount of any contract resulting from this proposal shall be based on the quantities actually installed and field verified by the Owner's architect/engineer at these unit prices.

Payment Terms:

Payments are to be made to us by the tenth day of the month for all work installed and materials placed on the job site during the preceding month. Final Payment including retainage, if any, will be due not more than thirty (30) days after completion and acceptance of the work. Any contract resulting from this proposal shall be on the terms and conditions mutually acceptable to the Purchaser and Traffic Control Devices, Inc.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date Of Acceptance: _____

CONFIRMED:

Traffic Control Devices Inc.

Authorized Signature:

**Chris
Gallagher**

Digitally signed by Chris Gallagher
DN: cn=Chris Gallagher, c=US,
email=c.gallagher@tcd-usa.com
Reason: Clermont LPR's
Date: 2023.01.20.12:37:57 -0500

Estimator: Christopher R Gallagher

(407) 905-3713

c.gallagher@tcd-usa.com



242 N Westmonte Dr, Altamonte Springs, FL 32714 T: 407-682-2269 F: 407-682-0076 www.TCD-USA.com

Item # Detail Summary

Line #	Item #	Description	QTY	UM	Unit Price	Total Price
1	101-1-1	Mobilization	1	EACH	\$ -	\$ 204.46
2	Lake-MOT	MOT F&I	1	INT	\$ 1,333.00	\$ 1,333.00
16	630-2-14	Conduit, F&I Above Ground F&I	25	LF	\$ 39.50	\$ 987.50
20	632-7-2	Signal Cable Repair/Replace/Other F&I	150	LF	\$ 11.00	\$ 1,650.00
77	639-2-1	Electrical Service Wire F&I	25	LF	\$ 4.75	\$ 118.75
Total						\$ 4,293.71



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PROPOSAL

To:	Clermont Police Department	Customer: Clermont Police Department
Address:	3600 US HWY 27 Clermont FL 34711	Phone: 352-394-5588
		Fax:
Project Name:	Clermont Police LPR's	Bid Number: 21-0538
Project Location:	Hancock & 50 - Clermont FL	Date: 1/20/2023

Effective 10-26-22 thru 10-25-24

Notes:

Install power circuit on the SE and NW corners.

Install cat 5 cables between the NW and SW corners.

Total Price: \$ 6,203.40
*See page 2 for price details.

Notes:

This proposal is a unit price proposal. The total sum is an approximate sum based on the estimated quantities on the attached proposal (which is an integral part of this proposal) at the unit prices depicted thereon. The final contract amount of any contract resulting from this proposal shall be based on the quantities actually installed and field verified by the Owner's architect/engineer at these unit prices.

Payment Terms:

Payments are to be made to us by the tenth day of the month for all work installed and materials placed on the job site during the preceding month. Final Payment including retainage, if any, will be due not more than thirty (30) days after completion and acceptance of the work. Any contract resulting from this proposal shall be on the terms and conditions mutually acceptable to the Purchaser and Traffic Control Devices, Inc.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date Of Acceptance: _____

CONFIRMED:

Traffic Control Devices Inc.

Authorized Signature:

**Chris
Gallagher**

Digitally signed by Chris Gallagher
DN: cn=Chris Gallagher, c=US,
email=c.gallagher@tcd-usa.com
Reason: Clermont LPR's
Date: 2023.01.20 11:42:00 -05'00'

Estimator: Christopher R Gallagher

(407) 905-3713

c.gallagher@tcd-usa.com



242 N Westmonte Dr, Altamonte Springs, FL 32714 T: 407-682-2269 F: 407-682-0076 www.TCD-USA.com

Item # Detail Summary

Line #	Item #	Description	QTY	UM	Unit Price	Total Price
1	101-1-1	Mobilization	1	EACH	\$ -	\$ 295.40
2	Lake-MOT	MOT F&I	1	INT	\$ 1,333.00	\$ 1,333.00
16	630-2-14	Conduit, F&I Above Ground F&I	25	LF	\$ 39.50	\$ 987.50
20	632-7-2	Signal Cable Repair/Replace/Other F&I	175	LF	\$ 11.00	\$ 1,925.00
77	639-2-1	Electrical Service Wire F&I	350	LF	\$ 4.75	\$ 1,662.50
Total						\$ 6,203.40



242 N Westmonte Dr, Altamonte Springs, FL 32714 T: 407-682-2269 F: 407-682-0076 www.TCD-USA.com

PROPOSAL

To:	Clermont Police Department	Customer: Clermont Police Department
Address:	3600 US HWY 27 Clermont FL 34711	Phone: 352-394-5588
		Fax:
Project Name:	Clermont Police LPR's	Bid Number: 21-0538
Project Location:	Hancock & Old 50 east - Clermont FL	Date: 1/20/2023

Effective 10-26-22 thru 10-25-24

Notes:

Install power circuit on the NE corner

Total Price: \$ 3,103.28
*See page 2 for price details.

Notes:

This proposal is a unit price proposal. The total sum is an approximate sum based on the estimated quantities on the attached proposal (which is an integral part of this proposal) at the unit prices depicted thereon. The final contract amount of any contract resulting from this proposal shall be based on the quantities actually installed and field verified by the Owner's architect/engineer at these unit prices.

Payment Terms:

Payments are to be made to us by the tenth day of the month for all work installed and materials placed on the job site during the preceding month. Final Payment including retainage, if any, will be due not more than thirty (30) days after completion and acceptance of the work. Any contract resulting from this proposal shall be on the terms and conditions mutually acceptable to the Purchaser and Traffic Control Devices, Inc.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date Of Acceptance: _____

CONFIRMED:

Traffic Control Devices Inc.

Authorized Signature:

**Chris
Gallagher**

Digitally signed by Chris Gallagher
DN: cn=Chris Gallagher, c=US,
email=c.gallagher@tcd-usa.com
Reason: Clermont LPR's
Date: 2023.01.20 12:10:07 -0500

Estimator: Christopher R Gallagher

(407) 905-3713

c.gallagher@tcd-usa.com



242 N Westmonte Dr, Altamonte Springs, FL 32714 T: 407-682-2269 F: 407-682-0076 www.TCD-USA.com

Item # Detail Summary

Line #	Item #	Description	QTY	UM	Unit Price	Total Price
1	101-1-1	Mobilization	1	EACH	\$ -	\$ 147.78
2	Lake-MOT	MOT F&I	1	INT	\$ 1,333.00	\$ 1,333.00
16	630-2-14	Conduit, F&I Above Ground F&I	5	LF	\$ 39.50	\$ 197.50
77	639-2-1	Electrical Service Wire F&I	300	LF	\$ 4.75	\$ 1,425.00
Total						\$ 3,103.28



242 N Westmonte Dr, Altamonte Springs, FL 32714 T: 407-682-2269 F: 407-682-0076 www.TCD-USA.com

PROPOSAL

To: Address:	Clermont Police Department 3600 US HWY 27 Clermont FL 34711	Customer: Clermont Police Department Phone: 352-394-5588 Fax:
Project Name: Project Location:	Clermont Police LPR's Hancock & Kings Ridge - Clermont FL	Bid Number: 21-0538 Date: 1/20/2023

Effective 10-26-22 thru 10-25-24

Notes:

Install power circuit on the NE corner

Total Price: \$ 3,995.78
*See page 2 for price details.

Notes:

This proposal is a unit price proposal. The total sum is an approximate sum based on the estimated quantities on the attached proposal (which is an integral part of this proposal) at the unit prices depicted thereon. The final contract amount of any contract resulting from this proposal shall be based on the quantities actually installed and field verified by the Owner's architect/engineer at these unit prices.

Payment Terms:

Payments are to be made to us by the tenth day of the month for all work installed and materials placed on the job site during the preceding month. Final Payment including retainage, if any, will be due not more than thirty (30) days after completion and acceptance of the work. Any contract resulting from this proposal shall be on the terms and conditions mutually acceptable to the Purchaser and Traffic Control Devices, Inc.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date Of Acceptance: _____	CONFIRMED: Traffic Control Devices Inc. Authorized Signature: Chris Gallagher Digitally signed by Chris Gallagher DN: cn=Chris Gallagher, c=US, email=c.gallagher@tcd-usa.com Reason: Clermont LPR's Date: 2023.01.20 12:27:18 -05'00' Estimator: Christopher R Gallagher (407) 905-3713 c.gallagher@tcd-usa.com
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242 N Westmonte Dr, Altamonte Springs, FL 32714 T: 407-682-2269 F: 407-682-0076 www.TCD-USA.com

Item # Detail Summary

Line #	Item #	Description	QTY	UM	Unit Price	Total Price
1	101-1-1	Mobilization	1	EACH	\$ -	\$ 190.28
2	Lake-MOT	MOT F&I	1	INT	\$ 1,333.00	\$ 1,333.00
14	630-2-11	Conduit F&I Open Trench	10	LF	\$ 34.50	\$ 345.00
16	630-2-14	Conduit, F&I Above Ground F&I	25	LF	\$ 39.50	\$ 987.50
77	639-2-1	Electrical Service Wire F&I	240	LF	\$ 4.75	\$ 1,140.00
Total						\$ 3,995.78



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PROPOSAL

To:	Clermont Police Department	Customer: Clermont Police Department
Address:	3600 US HWY 27	Phone: 352-394-5588
	Clermont FL 34711	Fax:
Project Name:	Clermont Police LPR's	Bid Number: 21-0538
Project Location:	27 & Citrus Tower - Clermont FL	Date: 1/20/2023

Effective 10-26-22 thru 10-25-24

Notes:

Install power circuit on the SW corner.

Install cat 5 cables between the SW and NE corners.

Total Price: \$ 5,681.03
*See page 2 for price details.

Notes:

This proposal is a unit price proposal. The total sum is an approximate sum based on the estimated quantities on the attached proposal (which is an integral part of this proposal) at the unit prices depicted thereon. The final contract amount of any contract resulting from this proposal shall be based on the quantities actually installed and field verified by the Owner's architect/engineer at these unit prices.

Payment Terms:

Payments are to be made to us by the tenth day of the month for all work installed and materials placed on the job site during the preceding month. Final Payment including retainage, if any, will be due not more than thirty (30) days after completion and acceptance of the work. Any contract resulting from this proposal shall be on the terms and conditions mutually acceptable to the Purchaser and Traffic Control Devices, Inc.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date Of Acceptance: _____

CONFIRMED:

Traffic Control Devices Inc.

Authorized Signature:

**Chris
Gallagher**

Digitally signed by Chris Gallagher
DN: cn=Chris Gallagher, c=US,
email=c.gallagher@tcd-usa.com
Reason: Clermont LPR's
Date: 2023.01.20 11:59:14 -05'00'

Estimator: Christopher R Gallagher

(407) 905-3713

c.gallagher@tcd-usa.com



242 N Westmonte Dr, Altamonte Springs, FL 32714 T: 407-682-2269 F: 407-682-0076 www.TCD-USA.com

Item # Detail Summary

Line #	Item #	Description	QTY	UM	Unit Price	Total Price
1	101-1-1	Mobilization	1	EACH	\$ -	\$ 270.53
2	Lake-MOT	MOT F&I	1	INT	\$ 1,333.00	\$ 1,333.00
16	630-2-14	Conduit, F&I Above Ground F&I	30	LF	\$ 39.50	\$ 1,185.00
20	632-7-2	Signal Cable Repair/Replace/Other F&I	250	LF	\$ 11.00	\$ 2,750.00
77	639-2-1	Electrical Service Wire F&I	30	LF	\$ 4.75	\$ 142.50
Total						\$ 5,681.03



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 10/26/2022	Contract Number: 21-0538 Title: Traffic Signal Maintenance Effective Date: 10/26/2021
Contracting Officer: Amy Munday E-mail: AMunday@Lakecountyfl.gov Telephone Number: 352-343-9768	Contractor Name and Address: Name: Traffic Control Devices, LLC Address: 242 N. Westmonte Drive City: Altamonte Springs, FL 32714 ATTENTION: Gregory S. Cockman, President
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: This contract modification is to extend the contract for two (2) years, expiring on October 25, 2024, and to allow for the attached price increases, product removal and changes.	
CONTRACTOR SIGNATURE BLOCK Signature: _____ Print Name: <u>Gregory S. Cockman</u> Title: <u>President</u> Date: <u>9/6/2022</u> E-mail: <u>s.cockman@tcd-usa.com</u> Secondary E-mail: <u>e.schultze@tcd-usa.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer</u> Date: <u>September 8, 2022</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



Corporate Office
242 North Westmonte Drive
Altamonte Springs, FL 32714

Phone - 407.869.5300
Fax - 407.682.0076

www.TCD-USA.com

Local Offices

Altamonte Springs, FL
Deland, FL Tampa, FL
Groveland, FL Dallas, TX
Jacksonville, FL Houston, TX
Port St. Lucie, FL San Antonio, TX
Punta Gorda, FL Salisbury, NC
Rockledge, FL

To:	Lake County	Contact:	George Gadiel, P.E.
Address:	28127 CR561 Taveres, FL 32778	Phone:	(352) 742-1766
		Fax:	1 (352) 742-3511
Project Name:	21041000-01 Lake Co. Traffic Signal Maintenance & Repair-Extend	Bid Number:	21-0538
Project Location:	County Wide, Taveres, FL	Bid Date:	9/1/2022

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	101-1-1	Mobilization (5%)	1.00	EACH	\$0.00	\$0.00
2	Lake-MOT	MOT F&I	1.00	INT	\$1,333.00	\$1,333.00
3	Lake 0001	Misc. Concrete F&I	1.00	CY	\$563.00	\$563.00
4	0120 1	REGULAR EXCAVATION	1.00	CY	\$181.00	\$181.00
5	0520 1 10	CONCRETE CURB & GUTTER, TYPE F	1.00	LF	\$98.00	\$98.00
6	522-1	Concrete Sidewalk 4" F&I	1.00	SY	\$104.00	\$104.00
7	522-2	Concrete Sidewalk 6" F&I	1.00	SY	\$117.00	\$117.00
8	0527 2	DETECTABLE WARNINGS	1.00	SF	\$62.00	\$62.00
9	575-1	Sodding F&I (Bahia)	1.00	SY	\$17.50	\$17.50
10	575-1-2	Centipede F&I	1.00	SY	\$17.50	\$17.50
11	575-1-4	St Augustine F&I	1.00	SY	\$21.00	\$21.00
12	575-1-6	Bermuda F&I	1.00	SY	\$21.00	\$21.00
13	620-1-1	Grounding Electrodes F&I	1.00	LF	\$25.50	\$25.50
14	630-2-11	Conduit F&I Open Trench	1.00	LF	\$34.50	\$34.50
15	630-2-12	Conduit (Directional Bore)Underground F&I	1.00	LF	\$34.00	\$34.00
16	630-2-14	Conduit, F&I Above Ground F&I	1.00	LF	\$39.50	\$39.50
17	630-2-15	Conduit , F&I Bridge Mounted F&I	1.00	LF	\$69.00	\$69.00
18	630-2-65	Conduit Remove, Bridge Mount	1.00	LF	\$6.60	\$6.60
19	632-7-1	Signal Cable New Or Reconstructed Intersection F&I	1.00	INT	\$10,066.00	\$10,066.00
20	632-7-2	Signal Cable Repair/Replace/Other F&I	1.00	LF	\$11.00	\$11.00
21	0632 7 4	SIGNAL CABLE, ADJUST	1.00	INT	\$1,716.00	\$1,716.00
22	632-7-6	Signal Cable, Remove - Intersection	1.00	LF	\$5.15	\$5.15
23	632-7-7	Signal Cable Remove - Outside Of Intersection	1.00	LF	\$3.15	\$3.15
24	633-1-111	F/O Cable F&I O/H 2-12 Fibers	1.00	LF	\$3.75	\$3.75
25	633-1-112	F/O Cable F&I O/H 13-48 Fibers	1.00	LF	\$2.90	\$2.90
26	633-1-113	F/O Cable F&I O/H 49-96 Fibers	1.00	LF	\$3.45	\$3.45
27	0633 1 114	FIBER OPTIC CABLE, F&I, OVERHEAD,97-144 FIBERS	1.00	LF	\$4.05	\$4.05
28	633-1-121	F/O Cable F&I UDG 2-12 Fibers	1.00	LF	\$3.55	\$3.55
29	633-1-122	F/O Cable UDG F&I 13-48 Fibers	1.00	LF	\$2.90	\$2.90
30	633-1-123	F/O Cable UDG F&I 49-96 Fibers	1.00	LF	\$3.40	\$3.40
31	633-1-124	F/O Cable UDG F&I 97-144 Fibers	1.00	LF	\$4.05	\$4.05
32	633-1-320	F/O Cable Install UDG	1.00	LF	\$2.05	\$2.05
33	633-1-610	F/O Cable Remove O/H	1.00	LF	\$0.85	\$0.85
34	633-1-620	F/O Cable Remove Udg	1.00	LF	\$0.70	\$0.70
35	633-2-31	F/O Connection, Install Splice	1.00	EACH	\$44.00	\$44.00
36	633-2-32	F/O Connection, Install Termination	1.00	EACH	\$87.00	\$87.00
37	633-3-11	F/O Connection F&I Splice Enclosure	1.00	EACH	\$897.00	\$897.00
38	633-3-12	F/O Connection F&I Splice Tray	1.00	EACH	\$58.00	\$58.00

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
39	633-3-13	F/O Connection F&I Preterminated Connector Assembly	1.00	EACH	\$40.50	\$40.50
40	633-3-14	F/O Connection F&I Buffer Tube Fan Out Kit	1.00	EACH	\$87.00	\$87.00
41	633-3-15	F/O Connection F&I Preterminated Patch Panel	1.00	EACH	\$1,852.00	\$1,852.00
42	633-3-16	F/O Connection F&I Patch Panel-Field Terminated	1.00	EACH	\$2,054.00	\$2,054.00
43	633-3-17	F/O Connection F&I Connector Panel	1.00	EACH	\$139.00	\$139.00
44	633-3-51	F/O Connection Adjust/modify Splice Enclosure	1.00	EACH	\$492.00	\$492.00
45	633-3-52	F/O Connection Adjust/Modify Splice Tray	1.00	EACH	\$11.50	\$11.50
46	633-3-53	F/O Connection Adjust Modify Preterminated Connector Assembly	1.00	EACH	\$34.50	\$34.50
47	633-3-54	F/O Connection Relocate	1.00	EACH	\$58.00	\$58.00
48	633-3-55	F/O Connection Adjust Modify Patch Panel Preterminated	1.00	EACH	\$839.00	\$839.00
49	633-3-56	F/O Connection Adjust/modify Patch Panel	1.00	EACH	\$434.00	\$434.00
50	633-3-57	F/O Connection Adjust/Modify	1.00	EACH	\$34.50	\$34.50
51	637-4-153-50	Span Wire Assm. 50'-149 F&I Two Point Box Or Drop Box	1.00	EACH	\$11,760.00	\$11,760.00
52	637-4-153-150	Span Wire Assm. 150'-199" F&I Two Point Box Or Drop Box	1.00	INT	\$12,337.00	\$12,337.00
53	637-4-153-200	Span Wire Assm. 200'-249' F&I Two Point Box Or Drop Box	1.00	INT	\$12,553.00	\$12,553.00
54	637-4-153-250	Span Wire Assm. 250'-299' F&I Two Point Box Or Drop Box	1.00	INT	\$12,674.00	\$12,674.00
55	634-4-153-300	Span Wire Assm. 300'-349' F&I Two Point Box Or Drop Box	1.00	INT	\$12,795.00	\$12,795.00
56	634-4-153-350	Span Wire Assm 350'-399' F&I Two Point Box Or Drop Box	1.00	INT	\$12,916.00	\$12,916.00
57	634-4-153-400	Span Wire Assm 400'-449' F&I Two Point Box Or Drop Box	1.00	INT	\$13,466.00	\$13,466.00
58	634-4-143-450	Span Wire Assm 450'-499' F&I Two Point Box Or Drop Box	1.00	INT	\$13,587.00	\$13,587.00
59	634-4-143-500	Span Wire Assm 500' + F&I Box Or Drop Box	1.00	INT	\$10,234.00	\$10,234.00
60	0634 4 400	SPAN WIRE ASSEMBLY, ADJUST	1.00	INT	\$1,750.00	\$1,750.00
61	634-4-600	Span-Wire Assm. Remove - Poles To Remain	1.00	INT	\$1,287.00	\$1,287.00
62	634-5-1	Fiberglass Insulator F&I	1.00	LF	\$48.00	\$48.00
63	634-6-1	Messenger Wire F&I Replace Existing	1.00	LF	\$3.20	\$3.20
64	635-2-11	Pull & Splice Box F&I 13" X 24"	1.00	EACH	\$1,699.00	\$1,699.00
65	635-2-12	Pull & Splice Box F&I 24" X 36"	1.00	EACH	\$2,734.00	\$2,734.00
66	635-2-13	Fiber Optic Junction Box F&I 30" X 60" Rect Or 36" Round	1.00	EACH	\$4,653.00	\$4,653.00
67	635-2-30	Pull & Splice Box Install Only	1.00	EACH	\$2,231.00	\$2,231.00
68	635-3-11	Junction Box F&I Aerial	1.00	EACH	\$251.00	\$251.00
69	635-3-12	Junction Box, F&I Mounted	1.00	EACH	\$388.14	\$388.14
70	635-3-12	Junction Box, Relocate	1.00	EACH	\$438.00	\$438.00
71	639-1-111	Electrical Power Service O/H Meter Furnished By Power Company F&I	1.00	AMBY	\$2,484.00	\$2,484.00
72	639-1-112	Electrical Power Service, O/h Meter Purchased By Contractor From Power Company F&I	1.00	AMBY	\$2,686.00	\$2,686.00
73	639-1-113	Electrical Power Service O/H Meter Not Required F&I	1.00	AMBY	\$2,182.00	\$2,182.00
74	639-1-121	Electrical Power Service Udg Metered Furnished By Power Company F&I	1.00	AMBY	\$2,484.00	\$2,484.00
75	639-1-122	Electrical Power Service Underground Meter Purchased By Contractor F&I	1.00	AMBY	\$2,686.00	\$2,686.00
76	639-1-123	Electrical Power Service, Underground Meter Not Required F&I	1.00	AMBY	\$2,484.00	\$2,484.00
77	639-2-1	Electrical Service Wire F&I	1.00	LF	\$4.75	\$4.75
78	641-2-11	Concrete Pole F&I P-II Pedestal	1.00	EACH	\$1,730.00	\$1,730.00
79	641-2-12	Concrete Pole F&I P-II Service Pole	1.00	EACH	\$2,495.00	\$2,495.00
80	641-2-13	Concrete Pole F&I Type III	1.00	EACH	\$6,616.00	\$6,616.00
81	641-2-14	Concrete Pole F&I Type P-IV F&I	1.00	EACH	\$10,547.00	\$10,547.00

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
82	641-2-15	Concrete Pole F&I Type P-V F&I	1.00	EACH	\$11,937.00	\$11,937.00
83	641-2-16	Concrete Pole F&I Type P-VI F&I	1.00	EACH	\$13,313.00	\$13,313.00
84	641-2-17	Concrete Pole F&I Type P-VII	1.00	EACH	\$14,339.00	\$14,339.00
85	641-2-18	Concrete Pole F&I Type P-VIII	1.00	EACH	\$15,120.00	\$15,120.00
86	641-2-19	Concrete Pole F&I Custom Design	1.00	EACH	\$18,976.00	\$18,976.00
87	641-2-30	Concrete Pole Install Only	1.00	EACH	\$10,904.00	\$10,904.00
88	641-2-60	Concrete Pole, Complete Pole Removal- pedestal/Service Pole	1.00	EACH	\$1,927.00	\$1,927.00
89	641-2-70	Concrete Pole, Shallow Pole Removal-pole 30' Greater	1.00	EACH	\$7,203.00	\$7,203.00
90	646-1-11	Aluminum Signal Pole, Pedestal F&I	1.00	EACH	\$2,168.00	\$2,168.00
91	646-1-12	Aluminum Signal Pole F&I Pedestrian Detector Pole	1.00	EACH	\$2,101.00	\$2,101.00
92	646-1-30	Aluminum Signal Pole, Install	1.00	EACH	\$1,409.00	\$1,409.00
93	646-1-40	Aluminum Signal Pole Relocate	1.00	EACH	\$4,186.00	\$4,186.00
94	646-1-60	Aluminum Signal Pole, Remove	1.00	EACH	\$257.00	\$257.00
95	0649 21 1	STEEL MAST ARM ASSEMBLY, F&I, SINGLE ARM 30'	1.00	EACH	\$63,202.00	\$63,202.00
96	0649 21 2	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 30'-30'	1.00	EACH	\$89,084.00	\$89,084.00
97	0649 21 3	STEEL MAST ARM ASSEMBLY, F&I, SINGLE ARM 40'	1.00	EACH	\$66,616.00	\$66,616.00
98	0649 21 4	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 40'-30'	1.00	EACH	\$92,057.00	\$92,057.00
99	0649 21 5	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 40'-40'	1.00	EACH	\$93,095.00	\$93,095.00
100	0649 21 6	STEEL MAST ARM ASSEMBLY, F&I, SINGLE ARM 50'	1.00	EACH	\$70,061.00	\$70,061.00
101	0649 21 7	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 50'-30'	1.00	EACH	\$95,271.00	\$95,271.00
102	0649 21 8	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 50'-40'	1.00	EACH	\$96,308.00	\$96,308.00
103	0649 21 9	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 50'-50'	1.00	EACH	\$98,864.00	\$98,864.00
104	0649 21 10	STEEL MAST ARM ASSEMBLY, F&I, SINGLE ARM 60'	1.00	EACH	\$75,861.00	\$75,861.00
105	0649 21 11	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 60'-30'	1.00	EACH	\$97,662.00	\$97,662.00
106	0649 21 12	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 60'-40'	1.00	EACH	\$98,701.00	\$98,701.00
107	0649 21 13	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 60'-50'	1.00	EACH	\$101,255.00	\$101,255.00
108	0649 21 14	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 60'-60'	1.00	EACH	\$102,940.00	\$102,940.00
109	0649 21 15	STEEL MAST ARM ASSEMBLY, F&I, SINGLE ARM 70'	1.00	EACH	\$78,861.00	\$78,861.00
110	0649 21 16	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 70'-30'	1.00	EACH	\$101,141.00	\$101,141.00
111	0649 21 17	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 70'-40'	1.00	EACH	\$102,178.00	\$102,178.00
112	0649 21 18	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 70'-50'	1.00	EACH	\$104,516.00	\$104,516.00
113	0649 21 19	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 70'-60'	1.00	EACH	\$106,201.00	\$106,201.00
114	0649 21 20	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 70'-70'	1.00	EACH	\$108,251.00	\$108,251.00
115	0649 26 1	STEEL MAST ARM ASSEMBLY, REMOVE, POLE ONLY- ENTIRE FOUNDATION REMAINS	1.00	EACH	\$1,088.00	\$1,088.00
116	0649 26 3	STEEL MAST ARM ASSEMBLY, REMOVE, SHALLOW FOUNDATION- BOLT ON ATTACHMENT	1.00	EACH	\$2,268.00	\$2,268.00
117	0649 26 7	STEEL MAST ARM ASSEMBLY, REMOVE, REMOVE ARM AND ATTACHMENTS; POLE REMAINS	1.00	EACH	\$653.00	\$653.00
118	650-1-11	TSA F&I Alum. 1S1W	1.00	AMBY	\$936.00	\$936.00

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
119	650-1-12	TSA F&I Alum. 1 Section 2-4 Way	1.00	AMBY	\$2,503.00	\$2,503.00
120	650-1-13	TSA F&I Alum. 2 Section 1-2 Way	1.00	AMBY	\$2,477.00	\$2,477.00
121	650-1-14	TSA F&I Alum. 3S1W	1.00	AMBY	\$1,578.00	\$1,578.00
122	650-1-15	TSA F&I Alum. 3 Section, 2-4 Way	1.00	AMBY	\$4,384.00	\$4,384.00
123	650-1-16	TSA F&I Alum. 4S1W	1.00	AMBY	\$1,951.00	\$1,951.00
124	0650 1 17	VEHICULAR TRAFFIC SIGNAL, F&I ALUMINUM, 4 SECTION, 2-4 WAYS	1.00	AMBY	\$5,720.00	\$5,720.00
125	650-1-18	TSA F&I Alum. 5 Section Straight 1 Way	1.00	AMBY	\$2,207.00	\$2,207.00
126	650-1-19	TSA F&I Alum. 5 Section Cluster 1 Way	1.00	AMBY	\$2,345.00	\$2,345.00
127	650-1-24	TSA F&I Poly W/Alum Top 3S1W	1.00	AMBY	\$1,518.00	\$1,518.00
128	650-1-25	TSA F&I Poly W/Alum Top 3 Section 2-4 Way	1.00	AMBY	\$4,588.00	\$4,588.00
129	650-1-26	TSA F&I Poly W/Alum Top 4 Section 1 Way F&I	1.00	AMBY	\$1,916.00	\$1,916.00
130	650-1-28	TSA F&I Poly W/Alum Top 5 Section Straight, 1 Way	1.00	AMBY	\$2,220.00	\$2,220.00
131	650-1-29	TSA F&I Poly W/Alum Top 5 Section Cluster 1 Way	1.00	AMBY	\$2,220.00	\$2,220.00
132	650-1-50	Traffic Signal Install	1.00	AMBY	\$515.00	\$515.00
133	650-1-60	Traffic Signal Remove - Poles To Remain	1.00	AMBY	\$86.00	\$86.00
134	650-1-70	Traffic Signal Relocate Includes Removal And Reinstallation	1.00	AMBY	\$1,129.00	\$1,129.00
135	0650 1 80	VEHICULAR TRAFFIC SIGNAL, ADJUST/MODIFY EXISTING SIGNAL	1.00	AMBY	\$343.00	\$343.00
136	650-2-102	Repair/Replace/retrofit-Back Plates Reflective Border	1.00	EACH	\$484.00	\$484.00
137	650-2-105	Repair/Replace/Retrofit Tunnel Visor	1.00	EACH	\$302.00	\$302.00
138	650-2-108	Repair/replace/retrofit - Add Section To Existing Signal Assembly	1.00	EACH	\$975.00	\$975.00
139	653-1-11	Pedestrian Signal, F&I LED Countdown 1 Way	1.00	AMBY	\$848.00	\$848.00
140	653-1-12	Pedestrian Signal F&I PED Countdown 2 Way	1.00	AMBY	\$1,615.00	\$1,615.00
141	653-1-40	Pedestrian Signal, Relocate	1.00	AMBY	\$720.00	\$720.00
142	653-1-60	Remove Ped. Signal - Pole/pedestial To Remain	1.00	AMBY	\$86.00	\$86.00
143	654-1-10	In Roadway Light Assembly F&I AC Powered, Complete Assembly (REMOVE FROM CONTRACT)	0.00	AMBY	\$0.00	\$0.00
144	654-1-20	In Roadway Light Assembly F&I-Solar Powered, Complete Assembly (REMOVE FROM CONTRACT)	0.00	AMBY	\$0.00	\$0.00
145	654-2-11	RRFB F&I AC Powered, Complete Assembly - Single Direction	1.00	AMBY	\$9,719.00	\$9,719.00
146	654-2-12	RRFB F&I AC Powered, Complete Asssembly Back To Back	1.00	AMBY	\$11,480.00	\$11,480.00
147	654-2-21	RRFB F&I Solar Powered Complete Assembly Single Direction	1.00	AMBY	\$8,174.00	\$8,174.00
148	654-2-22	RRFB F&I Solar Powered Complete Assembly Back To Back	1.00	AMBY	\$9,398.00	\$9,398.00
149	654-2-30	RRFB Install Only	1.00	AMBY	\$3,333.00	\$3,333.00
150	654-2-40	RRFB Relocate	1.00	AMBY	\$4,093.31	\$4,093.31
151	654-2-50	RRFB Adjust/Modify	1.00	AMBY	\$1,366.00	\$1,366.00
152	654-2-60	RRFB Remove	1.00	AMBY	\$940.00	\$940.00
153	654-3-10	Pedestrian Hybrid Beacon Assm. F&I Complete	1.00	AMBY	\$2,216.00	\$2,216.00
154	654-3-60	Pedestrian Hybrid Assembly Remove	1.00	AMBY	\$86.00	\$86.00
155	659-1-101	Mounting Assembly, Repair/Replace/Retro - F&I, Mast Arm Mounting "Hanger"	1.00	EACH	\$576.00	\$576.00
156	659-1-102	Mounting Assembly, Repair/Replace/Retro F&I, Span Wire Mounting "Hanger"	1.00	EACH	\$501.00	\$501.00
157	659-1-104	Mounting Assembly, Repair/Replace/Retro - F&I, "Disconnect Hanger"	1.00	EACH	\$730.00	\$730.00
158	660-1-101	Loop Detector F&I Type 1	1.00	EACH	\$396.00	\$396.00
159	660-1-102	Loop Detector F&I Type 2	1.00	EACH	\$396.00	\$396.00
160	660-1-103	Loop Detector F&I Type 3	1.00	EACH	\$456.00	\$456.00
161	660-1-104	Loop Detector F&I Type 4, 2 Channel, SS, SM,	1.00	EACH	\$456.00	\$456.00

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
		Time Delay				
162	660-1-105	Loop Detector F&I Type 5, 2 Channel, SS, SM	1.00	EACH	\$456.00	\$456.00
163	660-1-106	Loop Detector F&I Type 6, 2 Channel, SS, SM	1.00	EACH	\$456.00	\$456.00
		Time Delay				
164	660-1-107	Loop Detector F&I Type 7, 4 Channel SS, Shelf Mounted	1.00	EACH	\$855.00	\$855.00
165	660-1-109	Loop Detector Inductive F&I Type 9	1.00	EACH	\$269.00	\$269.00
166	660-1-110	Loop Detector F&I Type 10	1.00	EACH	\$350.00	\$350.00
167	660-1-111	Loop Detector Inductive F&I Type 11, 4 Channel, SS, RM	1.00	EACH	\$423.00	\$423.00
168	660-1-112	Loop Detector F&I Type 12, 4 Channel, SS, RM, Time Delay	1.00	EACH	\$677.00	\$677.00
169	660-1-300	Loop Detector Install Only	1.00	EACH	\$105.00	\$105.00
170	660-1-1400	Loop Detector, Relocate	1.00	EACH	\$131.00	\$131.00
171	660-1-1600	Loop Detector Remove	1.00	EACH	\$26.50	\$26.50
172	660-2-101	Loop Assembly F&I Type A	1.00	AMBY	\$1,403.00	\$1,403.00
173	660-2-102	Loop Assembly F&I Type B	1.00	AMBY	\$1,353.00	\$1,353.00
174	660-2-103	Loop Assembly F&I Type C	1.00	AMBY	\$1,466.00	\$1,466.00
175	660-2-104	Loop Assembly F&I Type D	1.00	AMBY	\$1,466.00	\$1,466.00
176	660-2-105	Loop Assembly F&I Type E	1.00	AMBY	\$1,466.00	\$1,466.00
177	660-2-106	Loop Assembly F&I Type F	1.00	AMBY	\$1,265.00	\$1,265.00
178	660-2-107	Loop Assembly F&I Type G	1.00	AMBY	\$8,819.00	\$8,819.00
179	Lake 0002	AWG # 14 Loop Lead-in Cable F&I	1.00	LF	\$8.70	\$8.70
180	Lake 0003	6 Pair O/H Beldon AWG #14 F&I	1.00	LF	\$2.25	\$2.25
181	660-3-11	Vehicle Detection Microwave Cabinet Equipment F&I Wavetronix SS225 Matrix	1.00	EACH	\$8,740.00	\$8,740.00
182	660-3-12	Vehicle Detection Microwave Above Ground Equipment F&I Wavetronix SS225 Matrix	1.00	EACH	\$10,572.00	\$10,572.00
183	660-3-31	Vehicle Detection Microwave Cabinet Equipment Install Only	1.00	UNIT	\$1,932.00	\$1,932.00
184	660-3-32	Vehicle Detection Microwave Above Ground Equipment Install Only	1.00	EACH	\$2,147.00	\$2,147.00
185	660-3-41	Vehicle Detection Microwave Relocate Cabinet Equipment	1.00	EACH	\$2,147.00	\$2,147.00
186	660-3-42	Vehicle Detection Microwave Relocate Above Ground Equipment	1.00	EACH	\$2,433.00	\$2,433.00
187	660-3-51	Vehicle Detection Microwave Adjust & Modify Cabinet Equipment	1.00	EACH	\$1,107.00	\$1,107.00
188	660-3-52	Vehicle Detection Microwave Adjust & Modify Above Ground Equipment	1.00	EACH	\$1,363.00	\$1,363.00
189	660-3-60	Vehicle Detection System Microwave Remove Complete System	1.00	EACH	\$1,610.00	\$1,610.00
190	660-4-11	Vehicle Detection Video F&I Cabinet Equipment Iteris Smart Span (this Is For A 4 Camera System)	1.00	EACH	\$15,313.00	\$15,313.00
191	660-4-LC1	Vehicle Detection Video I/O Cabinet Equipment Iteris (this Is For A 4 Camera System)	1.00	EACH	\$1,051.00	\$1,051.00
192	660-4-12	Vehicle Detection System Video F&I Above Ground Equipment Iteris Smart Span (this Item Is Each Camera Assembly)	1.00	EACH	\$3,394.00	\$3,394.00
193	660-4-LC2	Vehicle Detection System Video I/O Above Ground Equipment Iteris	1.00	EACH	\$858.00	\$858.00
194	660-4-12	Vehicle Detection System Video F&I Above Ground Equipment Iteris VERSICAM	1.00	EACH	\$3,798.00	\$3,798.00
195	660-4-41	Vehicle Detection System Video Relocate Cabinet Equipment	1.00	EACH	\$1,577.00	\$1,577.00
196	660-4-42	Vehicle Detection System Video Relocate Above Ground Equipment	1.00	EACH	\$1,413.00	\$1,413.00
197	660-4-51	Vehicle Detection System Video Adjust/modify Cabinet Equipment	1.00	EACH	\$1,724.00	\$1,724.00
198	660-4-52	Vehicle Detection System Video Adjust/modify Above Ground Equipment	1.00	EACH	\$1,221.00	\$1,221.00
199	660-4-60	Vehicle Detection System-Video Remove	1.00	EACH	\$1,287.00	\$1,287.00

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
200	660-5-11	Vehicle Detection System - Wireless Magnetometer, F&I Cabinet Equipment	1.00	EACH	\$8,252.00	\$8,252.00
201	660-5-12	Vehicle Detection System Wireless Magnetometer, F&I Above Ground Equipment	1.00	EACH	\$7,177.00	\$7,177.00
202	660-5-13	Vehicle Detection System Wireless Magnetometer, F&I In - Road Electronic	1.00	EACH	\$936.00	\$936.00
203	660-45-41	Vehicle Detection System - Wireless Magnetometer, Relocate, Cabinet Equipment	1.00	EACH	\$270.00	\$270.00
204	660-5-42	Vehicle Detection System - Wireless Magnetometer, Relocate, Above Ground Equipment	1.00	EACH	\$450.00	\$450.00
205	660-5-51	Vehicle Detection System - Wireless Magnetometer, Adjust/Modify, Cabinet Equipment	1.00	EACH	\$180.00	\$180.00
206	660-5-52	Vehicle Detection System - Wireless Magnetometer, Adjust/Modify, Above Ground Equipment	1.00	EACH	\$450.00	\$450.00
207	660-6-111	Vehicle Detection System AVI, Transponder F&I Cabinet Equipment	1.00	EACH	\$6,135.00	\$6,135.00
208	660-6-112	Vehicle Detection System AVI Transponder F&I Above Ground Equipment	1.00	EACH	\$7,458.00	\$7,458.00
209	660-6-121	Vehicle Detection System AVI, Bluetooth F&I Cabinet Equipment Iteris Vantage Velocity	1.00	EACH	\$14,466.00	\$14,466.00
210	660-6-122	Vehicle Detection System AVI, Bluetooth F&I Above Ground Equipment Iteris Vantage Velocity	1.00	EACH	\$5,777.00	\$5,777.00
211	660-6-311	Vehicle Detection System AVI, Transponder Install Only Cabinet Equipment	1.00	EACH	\$809.00	\$809.00
212	660-6-312	Vehicle Detection System AVI, Transponder Install Only Above Ground Equipment	1.00	EACH	\$3,334.00	\$3,334.00
213	660-6-321	Vehicle Detectin System AVI, Bluetooth Install Only Cabinet Equipment	1.00	EACH	\$809.00	\$809.00
214	660-6-322	Vehicle Detection System AVI, Bluetooth Install Only Above Ground	1.00	EACH	\$1,012.00	\$1,012.00
215	660-6-411	Vehicle Detection System AVI, Transponder Relocate Cabinet Equipment	1.00	EACH	\$1,012.00	\$1,012.00
216	660-6-412	Vehicle Detection System AVI, Transponder, Relocate, Above Ground Equipment	1.00	EACH	\$3,857.00	\$3,857.00
217	660-6-421	Vehicle Detection System AVI, Bluetooth, Relocate Cabinet Equipment	1.00	EACH	\$1,248.00	\$1,248.00
218	660-6-422	Vehicle Detection System AVI, Bluetooth, Relocate Above Ground Equipment	1.00	EACH	\$1,135.00	\$1,135.00
219	660-6-500	Vehicle Detection System AVI, Adjust/Modify Complete System	1.00	EACH	\$1,248.00	\$1,248.00
220	660-6-511	Vehicle Detection System AVI, Adjust/Modify, Transponder, Cabinet Equipment	1.00	EACH	\$641.00	\$641.00
221	660-6-512	Vehicle Detection System, AVI Adjust/Modify, Transponder, Above Ground Equipment	1.00	EACH	\$641.00	\$641.00
222	660-6-521	Vehicle Detection System AVI, Adjust/Modify, Bluetooth, Cabinet Equipment	1.00	EACH	\$641.00	\$641.00
223	660-6-522	Vehicle Detection System AVI, Adjust Modify, Bluetooth, Above Ground Equipment	1.00	EACH	\$641.00	\$641.00
224	660-6-600	Vehicle Detection System AVI, Remove Complete System	1.00	EACH	\$607.00	\$607.00
225	663-1-111	Signal Priority & Preemption Syte, F&I, Optical, Cabinet Electronics	1.00	EACH	\$6,820.00	\$6,820.00
226	663-1-112	Signal Priority & Preemption System, F&I Optical Detector	1.00	EACH	\$2,147.00	\$2,147.00
227	663-1-121	Signal Priority & Preemption System F&I GPS Replace Cabinet Electronics	1.00	EACH	\$7,035.00	\$7,035.00
228	0663 1 122	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, GPS, DETECTOR	1.00	EACH	\$6,325.00	\$6,325.00
229	663-1-400	Signal Priority & Preemption Relocate	1.00	EACH	\$965.00	\$965.00
230	663-1-500	Signal Priority & Preemption Adjust/Modify	1.00	EACH	\$858.00	\$858.00
231	663-1-600	Signal Priority & Preemption Remove	1.00	EACH	\$429.00	\$429.00
232	665-1-11	Pedestrian Detector F&I Standard	1.00	EACH	\$273.00	\$273.00
233	665-1-12	Pedestrian Detector, F&I Accessible	1.00	EACH	\$4,995.00	\$4,995.00

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
234	665-1-30	Pedestrian Detector, Install Only	1.00	EACH	\$87.50	\$87.50
235	665-1-40	Pedestrian Detector, Relocate	1.00	EACH	\$130.00	\$130.00
236	665-1-50	Pedestrian Detector, Adjust/Modify On Existing Pole	1.00	EACH	\$130.00	\$130.00
237	665-1-60	Pedestrian Detector, Remove, Pedestrian Pole To Remain	1.00	EACH	\$86.00	\$86.00
238	670-4-1	Intersection Control Beacon Controller Assembly F&I	1.00	AMBY	\$1,901.00	\$1,901.00
239	670-5-110	Traffic Controller Assembly F&I Lake County (CHANGE TO INTELIGHT)	1.00	EACH	\$40,593.00	\$40,593.00
240	670-5-111	Traffic Controller Assembly F&I Lake County (CHANGE TO INTELIGHT) 1 Preemption	1.00	AMBY	\$40,870.00	\$40,870.00
241	670-5-112	Traffic Controller Assembly F&I For Lake County (CHANGE TO INTELIGHT) 2 Preemptions	1.00	AMBY	\$41,147.00	\$41,147.00
242	670-5-130	Traffic Controller Assembly F&I, Lake County Special Type 4 Pole Mounted Naztec	1.00	AMBY	\$8,564.00	\$8,564.00
243	670-5-300	Traffic Signal Controller Assembly, Install Only	1.00	AMBY	\$3,728.00	\$3,728.00
244	670-5-400	Traffic Signal Controller Assembly Modify	1.00	AMBY	\$1,085.00	\$1,085.00
245	670-5-500	Traffic Signal Controller Assembly, Relocate Controller With Cabinet	1.00	AMBY	\$4,254.00	\$4,254.00
246	670-5-600	Traffic Signal Controller Assembly Remove Controller With Cabinet	1.00	AMBY	\$1,514.00	\$1,514.00
247	671-2-11	Traffic Controller Without Cabinet F&I In Existing Cabinet, Ethernet Enabled TS-2 Type2 (CHANGE TO INTELIGHT)	1.00	EACH	\$5,418.00	\$5,418.00
248	671-2-30	Traffic Controller Without Cabinet, Install Only	1.00	EACH	\$841.00	\$841.00
249	671-2-40	Traffic Controller Without Cabinet, Modify	1.00	EACH	\$875.00	\$875.00
250	671-2-50	Traffic Controller Without Cabinet Relocate	1.00	EACH	\$769.00	\$769.00
251	671-2-60	Traffic Controller Remove, Cabinet To Remain	1.00	EACH	\$210.00	\$210.00
252	676-1-111	Traffic Signal Controller Cabinet, F&I Without Controller NEMA Size/Type 1, 16"W X 24"H X 12"D	1.00	EACH	\$6,944.00	\$6,944.00
253	676-1-113	Traffic Signal Controller Cabinet F&I Without Controller NEMA Size/Type 3 24" X 24"H X15"D	1.00	EACH	\$8,290.00	\$8,290.00
254	676-1-115	Traffic Signal Controller Cabinet, F&I Without Controller Nema Size/Type 5, 30"W X 48"H X 16"D	1.00	EACH	\$12,326.00	\$12,326.00
255	676-1-116	Traffic Signal Controller Cabinet, F&I Without Controller Nema Size/Type 6 44"W X 52"H X 24"D	1.00	EACH	\$31,815.00	\$31,815.00
256	676-1-131	Traffic Signal Controller Cabinet, F&I Without Controller NEMA, Unwired Size Type 1 16"W X 24"H X 12"D	1.00	EACH	\$6,406.00	\$6,406.00
257	676-1-135	Traffic Signal Controller Cabinet, F&I Without Controller NEMA Unwired, Size/Type 5 30"W X 48"H X 16"D	1.00	EACH	\$37,889.00	\$37,889.00
258	676-1-300	Traffic Signal Controller Cabinet Unwired Install Only	1.00	EACH	\$4,254.00	\$4,254.00
259	676-1-500	Traffic Signal Controller Cabinet, Unwired Adjust/modify	1.00	EACH	\$1,608.00	\$1,608.00
260	676-1-600	Traffic Signal Controller Cabinet, Unwired Remove	1.00	EACH	\$736.00	\$736.00
261	676-2-111	ITS Cabinet, F&I Pole Mount 336 24"W X 36"H X 29"D	1.00	EACH	\$5,616.00	\$5,616.00
262	676-2-112	ITS Cabinet F&I Pole Mount 336S 24"W X 46"H X 22"D	1.00	EACH	\$5,616.00	\$5,616.00
263	676-2-121	ITS Cabinet, F&I Pole Mount With Sunshield 336 24"W X 36"H X 20"D	1.00	EACH	\$8,063.00	\$8,063.00
264	676-2-122	ITS Cabinet, F&I Pole Mount With Sunshield 336S 24"Wx 46"H X 22"D	1.00	EACH	\$8,063.00	\$8,063.00
265	676-2-123	ITS Cabinet F&I Pole Mount With Sunshield 334 24"W X 66"H X 30"D	1.00	EACH	\$8,063.00	\$8,063.00
266	676-2-131	ITS Cabinet, F&I Base Mount 336 24"W X 36"H X 20"D	1.00	EACH	\$10,971.00	\$10,971.00
267	676-2-132	ITS Cabinet F&I Base Mount, 336S 24"W X 46"H X 22"D	1.00	EACH	\$10,971.00	\$10,971.00

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
268	676-2-141	ITS Cabinet F&I Base Mount With Sunshield 336 24"W X 36"H X 20"D	1.00	EACH	\$10,971.00	\$10,971.00
269	676-2-142	ITS Cabinet F&I Base Mount With Sunshield 336S 24"W X 46"H X 22"D	1.00	EACH	\$10,971.00	\$10,971.00
270	676-2-143	ITS Cabinet, F&I Base Mount 334 24"W X 66"H X 30"D	1.00	EACH	\$11,814.00	\$11,814.00
271	676-2-144	ITS Cabinet, F&I Base Mount 340 44"W X 60"H X 25"D	1.00	EACH	\$15,644.00	\$15,644.00
272	676-2-300	ITS Cabinet, Install Only	1.00	EACH	\$4,254.00	\$4,254.00
273	676-2-400	ITS Cabinet Relocate	1.00	EACH	\$4,779.00	\$4,779.00
274	676-2-500	ITS Cabinet Adjust/Modify	1.00	EACH	\$2,102.00	\$2,102.00
275	676-2-600	ITS Cabinet Remove	1.00	EACH	\$736.00	\$736.00
276	680-1-112	System Control Equipment F&I Adaptive Signal Control System NEMA Cabinet Equipment (REMOVE FROM CONTRACT)	0.00	EACH	\$0.00	\$0.00
277	680-1-113	System Control Equipment F&I Adaptive Signal Control System NEMA Above Ground Equipment (REMOVE FROM CONTRACT)	0.00	EACH	\$0.00	\$0.00
278	680-1-300	System Control Equipment Install Only	1.00	EACH	\$4,204.00	\$4,204.00
279	680-1-600	System Control Equipment Remove Complete System	1.00	EACH	\$4,204.00	\$4,204.00
280	680-1-900	System Control Equipment, Diagnostic & Misc Repair	1.00	EACH	\$2,136.00	\$2,136.00
281	682-1-113	ITS CCTV Camera F&I Dome PTZ Enclosure - Pressurized IP HD	1.00	EACH	\$6,234.00	\$6,234.00
282	682-1-133	ITS CCTV Camera F&I Dome Enclosure Non Pressurized IP, HD	1.00	EACH	\$6,234.00	\$6,234.00
283	682-1-143	ITS CCTV Camera, F&I External Positioner PTZ Non-pressurized IP, HD	1.00	EACH	\$8,925.00	\$8,925.00
284	682-1-300	ITS CCTV Camera, Install Only	1.00	EACH	\$1,288.00	\$1,288.00
285	682-1-400	ITS CCTV Camera, Relocate	1.00	EACH	\$3,435.00	\$3,435.00
286	0684 1 1	MANAGED FIELD ETHERNET SWITCH, F&I	1.00	EACH	\$3,980.00	\$3,980.00
287	685-1-13	UPS F&I Line Interactive With Cabinet	1.00	EACH	\$10,424.00	\$10,424.00
288	685-1-14	UPS F&I Online/Double Conversion With Cabinet	1.00	EACH	\$10,424.00	\$10,424.00
289	700-1-11	S/P Sign F&I GM Up To 12SF	1.00	AMBY	\$712.00	\$712.00
290	700-1-12	S/P Sign F&I GM 12-20 SF	1.00	AMBY	\$2,448.00	\$2,448.00
291	700-1-13	S/P Sign F&I GM 21-30 SF	1.00	AMBY	\$3,814.00	\$3,814.00
292	700-1-14	S/P Sign F&I Custom 31+ SF	1.00	AMBY	\$7,013.00	\$7,013.00
293	700-1-21	S/P Sign F&I Barrier Mount Index 11871 Up To 12SF	1.00	AMBY	\$6,724.00	\$6,724.00
294	700-1-22	S/P Sign F&I Barrier Mount Index 11871 12-20 SF	1.00	AMBY	\$7,263.00	\$7,263.00
295	700-1-31	S/P Sign F&I Bridge Mount Index 11870 Up To 12 SF	1.00	AMBY	\$6,724.00	\$6,724.00
296	700-1-32	S/P Sign F&I Bridge Mount Index 11870 12-20 SF	1.00	AMBY	\$7,263.00	\$7,263.00
297	700-1-33	S/P Sign F&I Bridge Mount Index 11870 21-30 SF	1.00	AMBY	\$7,532.00	\$7,532.00
298	700-1-40	Single Post Sign Install	1.00	AMBY	\$321.00	\$321.00
299	700-1-50	Singl Post Sign Relocate	1.00	AMBY	\$321.00	\$321.00
300	700-1-60	S/P Sign Remove	1.00	EACH	\$241.00	\$241.00
301	700-1-80	Single Post Sign Repair	1.00	AMBY	\$443.00	\$443.00
302	700-1-18	S/P Sign F&I GM In Street Flexible Post Sign	1.00	AMBY	\$215.00	\$215.00
303	700-1-87	S/P Sign Repair/Replace Post Use Existing Sign Panel	1.00	AMBY	\$443.00	\$443.00
304	700-5-21	Internally Illuminated Sign O/H Mount Up To 12SF	1.00	EACH	\$4,801.00	\$4,801.00
305	700-5-22	Internally Illuminated Sign O/H Mount 12-18SF	1.00	EACH	\$4,949.00	\$4,949.00
306	700-5-40	Internally Illuminated Sign, Install Furnished By FDOT	1.00	EACH	\$606.00	\$606.00
307	700-5-50	Internally Illuminated Sign Relocate	1.00	EACH	\$1,036.00	\$1,036.00
308	700-5-60	Internally Illuminated Sign Remove	1.00	EACH	\$172.00	\$172.00

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
309	700-12-11	Sign Beacon Ground Mount -AC Powered One Beacon F&I	1.00	AMBY	\$5,700.00	\$5,700.00
310	700-12-12	Sign Beacon Ground Mount AC Powered Two Beacons F&I	1.00	AMBY	\$6,366.00	\$6,366.00
311	700-12-21	Sign Beacon F&I Ground Mount Solar Powered One Beacon F&I	1.00	AMBY	\$6,766.00	\$6,766.00
312	700-12-22	Sign Beacon F&I Gound Mount Solar Powered Two Beacons F&I	1.00	EACH	\$7,430.00	\$7,430.00
313	700-11-391	Electronic Display Sign F&I O/H Mount AC Powered Blank Out Sign Up To 12 SF	1.00	AMBY	\$10,249.00	\$10,249.00
314	706-1-142	Retro-Reflective Pavement Markers F&I	1.00	EACH	\$5.80	\$5.80
315	710-12-101	Painted Pavement Markings Durable Paint White Solid 6" Maintenance Use	1.00	GLMI	\$2,315.00	\$2,315.00
316	710-12-102	Painted Pavement Markings Durable Paint, White Solid 8" Wide For Interchange And Urban Island Maintenance Use.	1.00	GLMI	\$2,894.00	\$2,894.00
317	710-12-131	Painted Pavement Markings, Durable Paint, White, 10-30 Or 3-9 Skip, 6" Wide, Maintenance Use	1.00	LF	\$810.00	\$810.00
318	710-12-201	Painted Pavement Markings Durable Paint, Yellow Solid 6" Wide Maintenance Use	1.00	GLMI	\$2,315.00	\$2,315.00
319	710-12-231	Painted Pavement Markings, Durable, Yellow Skip 6"	1.00	GLMI	\$810.00	\$810.00
320	710-12-421	Painted Pavement Markings, Durable, Blue, Solid For Parking Lot Accessible Markings 6"	1.00	LF	\$2.30	\$2.30
321	710-90	Painted Pavement Markings Final Surface	1.00	LS	\$5,208.00	\$5,208.00
322	711-11-102	Thermo, Standar White, Solid 8" For Interchange & Urban Island	1.00	GLMI	\$10,081.00	\$10,081.00
323	711-11-103	Thermo Standard White Solid 12" For Interchange Markings	1.00	GLMI	\$31,470.00	\$31,470.00
324	711-11-123	Thermo Standard White Solid 12" For Crosswalk And Roundabout	1.00	LF	\$9.25	\$9.25
325	711-11-124	Thermo Stand White Solid 18" For Diagonals & Chevrons	1.00	LF	\$10.50	\$10.50
326	711-11-125	Thermo Stand White Solid 24" For Stop Line And Crosswalk	1.00	LF	\$11.50	\$11.50
327	711-11-141	Thermo Standard White 2-4 Dotted Guideline/6-10 Gap Extension 6"	1.00	GLMI	\$4,051.00	\$4,051.00
328	711-11-144	Thermo Stand White 2-4 Dotted Guideline 12" For Roundabout	1.00	GLMI	\$38,805.00	\$38,805.00
329	711-11-160	Thermo Standard White Message Or Symbol	1.00	EACH	\$237.00	\$237.00
330	711-11-170	Thermo Standard White Arrow	1.00	EACH	\$116.00	\$116.00
331	711-11-180	Thermo Standard White Yield Line	1.00	LF	\$23.00	\$23.00
332	711-11-224	Thermo Standard Yellow Solid 18"	1.00	LF	\$10.50	\$10.50
333	711-11-241	Thermo Standard Yellow 2-4 Dotted Extension Line 6"	1.00	GLMI	\$4,051.00	\$4,051.00
334	711-11-421	Thermo Standard Yellow 2-4 Dotted Guide Line 6 -10 Dotted Extension Line, 6"	1.00	GLMI	\$4,051.00	\$4,051.00
335	711-14-123	Thermo Preformed White Solid 12" For Crosswalk	1.00	LF	\$14.00	\$14.00
336	711-14-125	Thermo Preformed White Solid 24" For Crosswalk	1.00	LF	\$28.00	\$28.00
337	711-14-141	Thermo Preformed White 2-4 Dotted Guideline On Concrete Surface	1.00	GLMI	\$20,625.00	\$20,625.00
338	711-14-160	Thermo Preformed White Message	1.00	EACH	\$579.00	\$579.00
339	711-14-170	Thermo Preformed White Arrows	1.00	EACH	\$289.00	\$289.00
340	711-14-341	Thermo Preformed Black 2--4 Dotted Guideline On Concrete Surfaces	1.00	GLMI	\$21,944.00	\$21,944.00
341	711-14-560	Thermo Preformed White With Black Contrast On Concrete Pavement, Message Or Symbol	1.00	EACH	\$1,157.00	\$1,157.00
342	711-14-570	Thermo Preformed White With Black Contrast Arrow On Concrete Surface	1.00	EACH	\$579.00	\$579.00
343	711-14-660	Thermo Preformed Mult Color Rought Sheild	1.00	EACH	\$4,398.00	\$4,398.00
344	711-15-101	Thermo Standard Open Graded Asphalt Surfaces White Solid 6"	1.00	GLMI	\$6,539.00	\$6,539.00

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
345	711-15-102	Thermo Standard Open Graded Asphalt Surfaces White Solid 8"	1.00	GLMI	\$10,081.00	\$10,081.00
346	711-15-131	Thermo Standard Open Graded Asphalt Surfaces, White Skip 6" 10-30 Skip Or 3-9 Lane Drop	1.00	GLMI	\$2,083.00	\$2,083.00
347	711-15-133	Thermo Standard Open Graded Asphalt Surfaces White Skip 12" Approach To Toll Plaza Or 3-9 Lane Drop	1.00	GLMI	\$41,927.00	\$41,927.00
348	711-15-201	Thermo Standard- Open Graded Asphalt Surfaces Yellow Solid 6"	1.00	GLMI	\$6,539.00	\$6,539.00
349	711-15-202	Thermo Standard Open Graded Asphalt Surfaces Yellow Solid 8"	1.00	GLMI	\$10,081.00	\$10,081.00
350	711-15-231	Thermo Standard Open Graded Asphalt Surfaces Yeloow Skip 6"	1.00	GLMI	\$2,083.00	\$2,083.00
351	711-16-101	Thermo Standard Other Surfaces White Solid 6"	1.00	GLMI	\$6,539.00	\$6,539.00
352	711-16-102	Thermo Standard Other Surfaces White Solid 8"	1.00	GLMI	\$6,609.00	\$6,609.00
353	711-16-131	Thermo Other Surfaces, White Skip 6", 10-30 Skip Or 3-9 Lane Drop	1.00	GLMI	\$6,539.00	\$6,539.00
354	711-16-133	Thermo Standard Other Surfaces White Skip 12" Approach To Toll Plaza Or 3-9	1.00	GLMI	\$41,927.00	\$41,927.00
355	711-16-201	Thermo Standard Other Surfaces Yellow Solid 6"	1.00	GLMI	\$6,539.00	\$6,539.00
356	711-16-202	Thermo Standard Other Surfaces Yellow Solid 8"	1.00	GLMI	\$10,081.00	\$10,081.00
357	711-16-231	Thermo Standard-other Surfaces Yellow Skip 6"	1.00	GLMI	\$1,852.00	\$1,852.00
358	711-17	Thermo Remove Existing Thermo Pavement Markings	1.00	SF	\$5.80	\$5.80
359	713-103-101	Permanent Tape White Solid 6" For Concrete Bridges	1.00	GLMI	\$27,778.00	\$27,778.00
360	713-103-102	Permanent Tape White Solid 8" Exit Lane At Interchange On Concrete Pavement	1.00	GLMI	\$34,722.00	\$34,722.00
361	713-103-103	Permanent Tape White Solid Drop Land Markings 12" For Concrete Bridges	1.00	GLMI	\$55,555.00	\$55,555.00
362	713-103-131	Permanent Tape White Skip/dotted 6" For Concrete Surfaces	1.00	GLMI	\$13,889.00	\$13,889.00
363	713-103-133	Permanent Tape White Skip 12" Wide 3'-9' Drop Lane On Concrete Surfaces	1.00	GLMI	\$23,148.00	\$23,148.00
364	713-103-201	Permanent Tape Yellow Solid 6" For Concrete Bridges	1.00	GLMI	\$27,778.00	\$27,778.00
365	713-103-231	Permanent Tape Yellow 10-30 Skip 3-9 Dotted 6" For Concrete Surfaces	1.00	GLMI	\$13,889.00	\$13,889.00
366	713-103-331	Permanent Tape Black Skip/Dotted 6" For Concrete Surfaces	1.00	GLMI	\$13,889.00	\$13,889.00
367	713-103-333	Permanent Tape Black 3'-9' Drop Lane 12" On Concrete Surfaces	1.00	GLMI	\$27,778.00	\$27,778.00
368	713-107	Preformed Permanent Tape, Remove	1.00	GLMI	\$9,259.00	\$9,259.00
369	0715 5 30	LUMINAIRE & BRACKET ARM, INSTALL	1.00	EACH	\$429.00	\$429.00
370	0715 5 31	LUMINAIRE & BRACKET ARM- ALUMINUM, F&I NEW LUMINAIRE AND ARM ON NEW/EXISTING POLE	1.00	EACH	\$1,774.00	\$1,774.00
371	371	STREET NAME SIGN ARM	1.00	EACH	\$3,132.00	\$3,132.00
372	Lake M-2-R	Level II Tech, W/bucket Truck Regualr Time	1.00	MH	\$158.00	\$158.00
373	Lake M-2-O	Level II Tech, W/bucket Truck Overtime	1.00	MH	\$190.00	\$190.00
374	lake-M-1-R	Level 1 Tech, W/bucket Truck Regular Time	1.00	MH	\$147.00	\$147.00
375	Lake M-1-O	Level 1 Tech, W/bucket Truck Overtime	1.00	MH	\$173.00	\$173.00
376	Lake M-H-R	Helper Regular Time	1.00	MH	\$39.50	\$39.50
377	Lake M-H-O	Helper Overtime	1.00	MH	\$59.00	\$59.00
378	Lake T-1-R	Technician, Level 1	1.00	MH	\$95.50	\$95.50
379	Lake-T-2-R	Technician, Level II	1.00	MH	\$107.00	\$107.00
380	Lake T-3-R	Technician, Level III	1.00	MH	\$145.00	\$145.00
381	Lake T-1-O	Technician, Level I	1.00	MH	\$121.00	\$121.00
382	Lake-2-O	Technician, Level II	1.00	MH	\$138.00	\$138.00
383	Lake-3-O	Technician Level III	1.00	MH	\$197.00	\$197.00

Total Bid Price: \$3,530,675.05

Notes:

- This proposal is a unit price proposal. The total sum is an approximate sum based on the estimated quantities on the attached proposal (which is an integral part of this proposal) at the unit prices depicted thereon. The final contract amount of any contract resulting from this proposal shall be based on the quantities actually installed and field verified by the Owner's architect/engineer at these unit prices.

Payment Terms:

Payments are to be made to us by the tenth day of the month for all work installed and materials placed on the job site during the preceding month. Final Payment including retainage, if any, will be due not more than thirty (30) days after completion and acceptance of the work. Any contract resulting from this proposal shall be on the terms and conditions mutually acceptable to the Purchaser and Traffic Control Devices, LLC

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Traffic Control Devices, LLC Authorized Signature:  Estimator: Doug Burch 407-869-5300 d.burch@tcd-usa.com
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**CONTRACT FOR
TRAFFIC SIGNAL MAINTENANCE & REPAIR
ITB# 21-0538**

This is a contract between Lake County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, referred to in this contract as "COUNTY," and Traffic Control Devices, LLC, a Florida limited liability company, referred to in this contract as "CONTRACTOR."

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Invitation to Bid (ITB) #21-0538 seeking firms or individuals qualified to conduct maintenance and repair services on traffic signals and street lighting as needed; and

WHEREAS, CONTRACTOR wants to perform such services subject to the terms of this contract; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

THEREFORE, the parties agree as follows:

1. The foregoing recitals are incorporated herein.
2. The purpose of this contract is for CONTRACTOR to provide as needed repair and maintenance services on traffic signals and street lighting for the COUNTY, hereinafter referred to as the "Service."
3. **Scope:** On the terms and conditions set forth in this contract, COUNTY hereby engages CONTRACTOR to and CONTRACTOR agrees to provide all labor, materials and equipment to complete the service in accordance with the scope of services, attached hereto and incorporated herein as **Exhibit A**, as modified or clarified by any addendums. CONTRACTOR acknowledges and agrees that if work is assigned to CONTRACTOR, each individual project shall have a specific scope agreed to by the parties by way of a task work order. It is understood that the scope of services may be modified by change order as the service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the County's Purchasing Policies and Procedures.
 - A. CONTRACTOR agrees that this contract will be an open quantity contract. The COUNTY does not guarantee to CONTRACTOR any minimum amount of work throughout the term of this contract. CONTRACTOR agrees and acknowledges that in the event CONTRACTOR cannot meet the COUNTY'S specifications, including but not limited to time for completion or cost for individual project, that the COUNTY reserves the sole right to offer the individual project to the COUNTY'S other CONTRACTORS.
 - B. Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the COUNTY and CONTRACTOR, continue until completion at the same prices, terms and conditions.
4. **Term:** This contract will commence on the date of the last party to sign it. This contract will remain in effect for a period of one year with the option for two subsequent two-year renewals. Renewals are contingent upon written mutual agreement.
5. **Payment:** COUNTY will pay and CONTRACTOR will accept as full and complete payment for the timely and complete performance of its obligations hereunder as provided in the Pricing Schedule, **Exhibit B**, and which is made a part of this contract by reference. CONTRACTOR will submit invoices to the COUNTY no later than 30 days after completion of the service. All invoices must contain the contract or purchase order number, date and location of delivery or service. Failure to submit invoices in the prescribed manner will delay payment. The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

6. County Responsibilities.

A. Project Manager: The COUNTY will designate a COUNTY staff member to act as COUNTY'S Project Manager. It is agreed to by the parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Scope of Services, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this contract. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

B. The COUNTY will pay in accordance with the provisions set forth in this contract. The COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

7. Licenses and Permits: CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless modified by the county in the scope of work. CONTRACTOR will remain appropriately licensed throughout the course of the service. Failure to maintain all required licenses will entitle the COUNTY to terminate this contract. CONTRACTOR will be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

8. Funding: In the event any part of this contract or the Service, is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements will be supplied to the CONTRACTOR by the COUNTY upon request.

9. Contractor Personnel.

A. Personnel: CONTRACTOR will assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily, to operate any equipment involved, and will make an effort to execute the work in the manner prescribed in the contract documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

B. E-Verify: CONTRACTOR will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of this contract; and will expressly require any contractor and subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

C. Employment: CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if the Service assigned to CONTRACTOR is being supported in whole or in part by State funding CONTRACTOR will give preference to the employment of state residents in the performance of the work on the Service if state residents have substantially equal qualifications to those of non-residents. If CONTRACTOR is required to employ state residents, CONTRACTOR will contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a

manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

D. Criminal Justice Information Services (CJIS): When advised by the COUNTY'S Project Manager, CONTRACTOR'S personnel, subcontractors, and representatives will be required to complete an online training class that includes testing in order to have access to some secure areas of COUNTY facilities. Fingerprinting may also be required and will be performed by the Lake County Sheriff's Office at no expense to the CONTRACTOR.

E. Background Check: Background checks may be performed by the Lake County Sheriff's Office for projects or services being done at the Lake County Courthouse at no expense to CONTRACTOR. On sites other than the Lake County Courthouse, all personnel, subcontractors, and representatives of the CONTRACTOR will be required to submit to the Florida Department of Law Enforcement (1-850-410-8109) for a "Certified Background Check". CONTRACTOR will be responsible for all costs associated with the "Certified Background Check". A copy of the "Certified Background Check" will be supplied to the COUNTY'S Project Manager prior to any work starting. The COUNTY'S Project Manager will notify the CONTRACTOR electronically of approved and denied background checks. Reasons for denials will not be provided.

10. Safety:

A. CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, federal, state or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to persons or property. CONTRACTOR will be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements will be borne solely by CONTRACTOR.

B. CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Service meets all Occupational Safety and Health Administration (OSHA) requirements. CONTRACTOR certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements will be borne by CONTRACTOR. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by CONTRACTOR and its employees.

C. All safety devices installed by the manufacturer on equipment utilized by CONTRACTOR on the jobsite will be in place and in proper working order at all times. If COUNTY determines that the equipment is deficient in safety devices, CONTRACTOR will be notified immediately. CONTRACTOR will immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

D. The COUNTY may periodically monitor the work site for safety. Should there be safety or health violations, the COUNTY will have the authority, but not the duty, to require CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

E. CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

F. CONTRACTOR will erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

G. CONTRACTOR will confine all equipment, materials and operations to the Service site and areas identified in the contract documents. CONTRACTOR will assume all responsibility for any damage to any such area resulting from the performance of the work.

H. CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Material Safety Data Sheets (MSDS). Any spillage of hazardous chemicals or wastes by the CONTRACTOR will be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals or wastes caused by CONTRACTOR will be the sole responsibility of CONTRACTOR and the COUNTY will share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies will be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of CONTRACTOR to immediately contact the COUNTY with a description and location of the condition. The MSDS will include the following information:

- i. The chemical name and the common name of the toxic substance
- ii. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness, and reactivity.
- iii. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
- iv. The primary route of entry and symptoms of exposure.
- v. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure;
- vi. The emergency procedure for spills, fire, disposal and first aid.
- vii. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- viii. The year and month, if available, that the information was compiled, and the name, address and emergency telephone number of the manufacturer responsible for preparing the information

11. Accident Notification: If in the course of completing work as part of this contract there is an accident that involves the public, CONTRACTOR will as soon as possible inform the COUNTY of the incident by telephone and email. If Law Enforcement was involved and has written a report, CONTRACTOR will forward a copy of the report to the COUNTY.

12. Underground Utilities: Any required ground digging or subsurface work will be done in accordance with Chapter 556, Florida Statutes. It will be the responsibility of CONTRACTOR to have all underground utilities located before any work begins (Sunshine State One Call 1-800-432-4770). The repairs of any damaged underground utilities as a result of the work being performed by CONTRACTOR will be the responsibility of CONTRACTOR. The proper utility company will be contacted immediately to expedite the repairs, if damage has occurred. CONTRACTOR will notify the COUNTY and provide a written explanation of the incident within two days of the damage to any underground utilities. Errors or omissions on design plans provided by the COUNTY do not relieve CONTRACTOR of responsibility under this section.

13. Sanitation: The CONTRACTOR shall provide and maintain adequate sanitary conveniences for the use of persons employed for this project. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Project Manager's approval.

14. Equipment.

A. The CONTRACTOR shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. The COUNTY reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the Project Manager, the CONTRACTOR has insufficient equipment on the job to satisfactorily complete the work within the required time, the CONTRACTOR shall provide additional equipment as directed by the Project Manager. All equipment may be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager determines that any equipment is deficient in any way, the CONTRACTOR shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of the CONTRACTOR'S equipment by the Project Manager shall not relieve the CONTRACTOR of the responsibility or liability for injury to persons or damage to property caused by the operation of the CONTRACTOR'S equipment, nor shall it relieve the contractor of the responsibility to meet the established time for the completion of the service.

B. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. At a minimum, all equipment used within the right of way shall be equipped with a slow-moving vehicle sign, and properly operating amber flashing or white strobe light.

C. The equipment used must be in good repair and operating condition at all times. This service requires that all equipment shall be environmentally safe, with no oil leaks, blowing fuel, or leaking hydraulic lines.

15. Lands for Work and Access Thereto.

A. COUNTY shall furnish and define the limits of land for access to the work site and for the site proper. No storage or equipment shall take place on private property unless the CONTRACTOR has a letter from the landowner authorizing the contractor to do so. A copy of the letter shall be provided to the COUNTY. The CONTRACTOR shall supply the Project Manager any such letter before the equipment is placed there. The CONTRACTOR shall obtain from landowner any environmental permits as applicable and supply a copy thereof to the COUNTY.

B. The CONTRACTOR shall, absent written permission from a private property owner, confine all storage of materials, equipment, and the operations of workers to the project site and land and areas identified in and permitted by the contract documents. The CONTRACTOR shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. At the completion of the work, the CONTRACTOR shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, equipment, machinery, and surface materials and shall leave the project site clean. All service and supply operations shall be conducted outside the clear zone unless the contractor has proper authorization and traffic control. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.

16. Maintenance of Traffic (MOT).

A. Maintenance of traffic shall be the responsibility of the CONTRACTOR and must conform to FDOT's most current editions and supplements of *Standard Specifications for Road and Bridge Construction*, *Roadway and Traffic Design Standards*, *Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways*, or the Federal Highway Administration (FHWA) *Manual on Uniform Traffic Control Devices* (MUTCD) as applicable.

B. All costs associated with MOT must be included in the CONTRACTOR'S proposal price. No separate line items for MOT will be included in the cost estimate. If the CONTRACTOR does not comply with the FDOT and the FHWA standards, the COUNTY may direct the CONTRACTOR to cease operation until deficiencies are corrected.

C. If the CONTRACTOR feels that assistance from an off-duty police officer is needed, it will be the responsibility of the CONTRACTOR to hire and pay for this service.

D. All lane closures shall have the prior approval of the Project Manager. No road closures shall be allowed except in the case of emergencies. CONTRACTOR is required to assist the county in providing notification of lane closures to schools, police, fire, and emergency services and other essential countywide operations.

E. The foregoing are the minimum MOT requirements and the CONTRACTOR'S compliance does not relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and contractor's employees throughout the work area.

17. Minimum Wage: The wage rate paid to all laborers, mechanics and apprentices employed by the CONTRACTOR for the work under the contract will not be less than the prevailing wage rates for similar classifications of work as established by the federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

18. Protection of Property:

A. The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the project as may be determined by the Project Manager. The CONTRACTOR may be responsible for the replacement of all unauthorized cutting or damages to trees, shrubs, and sod, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

B. The CONTRACTOR shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the CONTRACTOR or any one for whom the CONTRACTOR is legally liable is responsible for any loss or damage to the work, or other work or materials of the COUNTY or COUNTY'S separate contractors, the CONTRACTOR shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the CONTRACTOR.

C. The CONTRACTOR shall not disturb any land survey benchmark or private or public property corner with respect to the project, unless approved by the COUNTY Project Manager. If the CONTRACTOR, or its subcontractors, agents or any one for whom the CONTRACTOR is legally liable, disturbs land survey benchmarks or property corners, the CONTRACTOR shall immediately notify the Project Manager. The CONTRACTOR shall have the benchmarks or property corners re-established by a Florida Registered Professional Land Surveyor and the CONTRACTOR shall be liable for all costs. Such costs shall be deducted from any amounts due the CONTRACTOR. In the event that the COUNTY has to reestablish CONTRACTOR disturbed benchmarks or property corners, the cost of such resurvey shall be paid by the CONTRACTOR.

D. During the period of production of work and the warranty period the CONTRACTOR shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the work including, such as but not limited to motor vehicles or pedestrians. The CONTRACTOR shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the COUNTY from all such claims. Claims not handled by the contractor or their representative in the proper manner, will be settled by the County. The COUNTY shall recover all costs from the CONTRACTOR.

E. All items damaged as a result of CONTRACTOR or subcontractor operations, such as but not limited to: sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, turf, County signs or other property owned by the COUNTY or private landowner, shall be either repaired or replaced by the CONTRACTOR, at their expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any claims submitted to the COUNTY, such as but not limited to: utility companies or landowners, which are determined to be the result of damage done by the CONTRACTOR, shall be the responsibility of the CONTRACTOR. The COUNTY reserves the right to pay any such claims and deduct such amount from the CONTRACTOR'S invoice. Repairs, or receipt of repairs, will be completed and submitted to the COUNTY prior to submission of the CONTRACTOR'S invoice for work accomplished. If the repair is not in accordance with COUNTY standards, the COUNTY shall repair the items and deduct the associated cost from the amount due the CONTRACTOR.

F. The CONTRACTOR shall replace any asphalt that has been damaged as a result of hydraulics spilled from their equipment to COUNTY specifications and requirements.

G. Complaints shall be addressed within two business days and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The CONTRACTOR shall notify the COUNTY immediately of any complaints given directly to the CONTRACTOR.

H. If in the course of completing work as part of this contract there is an accident that involves the public, the CONTRACTOR shall as soon as possible, inform the Project Manager of the incident by telephone and email. The CONTRACTOR shall follow up in writing within two business days of the incident. If Law Enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the Project Manager.

I. The CONTRACTOR shall be responsible for re-grading and re-sodding any areas that are disturbed by the CONTRACTOR during the course of the work being completed.

19. Time for Completion and Extensions:

A. Unless otherwise provided, contract time is the number of consecutive business days from the commencement date noted in the signed project order form to the date on which all work is to be completed.

B. Should the CONTRACTOR be delayed in the completion of the work as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to the CONTRACTOR'S fault or neglect, the CONTRACTOR must notify the Project Manager by telephone and email as soon as possible and in writing within two business days after the commencement of such delay. The CONTRACTOR must state the cause or causes of the delay or will be deemed to have waived any right which the contractor may have had to request a time extension.

C. If the CONTRACTOR complies with the two business days' notice requirement, the Project Manager will ascertain the fact and the extent of the delay being claimed and recommend an extension to the contract time when, in the Project Manager's sole judgment, the findings of fact justify such an extension. The CONTRACTOR shall cooperate with the Project Manager's investigation of the delay by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays which impact the contractor's schedule. Extensions of contract time, if approved by the Project Manager, must be authorized in writing. No other compensation other than time extension will be provided to the CONTRACTOR or its subcontractors.

20. Changes in the Scope of Services:

A. The COUNTY may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures make changes within the general scope of this contract. If additional work or other changes are required, an offer will be requested from the CONTRACTOR. Upon negotiation of the offer, execution and receipt of the Change Order, the CONTRACTOR shall commence performance of the work as specified.

B. The CONTRACTOR shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the CONTRACTOR performs additional work beyond the specific requirements of this contract without an executed Change Order, it shall be at the CONTRACTOR'S own risk. The COUNTY assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

21. Claims and Disputes:

A. Claims by CONTRACTOR will be made in writing to the COUNTY within two business days after the commencement of the event giving rise to such claim or CONTRACTOR will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in Work."

B. CONTRACTOR will proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY will continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by CONTRACTOR will be resolved in the following manner:

- i. Upon receiving the claim and supporting data, the COUNTY will within 15 calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONTRACTOR will then have 15 calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is.
- ii. If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half the expense of mediation. If the COUNTY declines to mediate the dispute, CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.
- iii. Claims by the COUNTY against CONTRACTOR will be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. CONTRACTOR will respond in writing within 15 calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY will have the option to submit the matter to mediation as set forth in (C)(ii) above.
- iv. Arbitration will not be considered as a means of dispute resolution.
- v. No claim for damages or any claim other than for an extension of time will be made or asserted against the county by reason of any delays. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. CONTRACTOR expressly acknowledges and agrees that CONTRACTOR will receive no damages for delay. This provision will not preclude recovery or damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR will be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

22. Final Inspection:

A. CONTRACTOR will maintain all work in as-new condition until the final inspection is completed and the work is accepted by the COUNTY. All insurance will be maintained until final acceptance by the COUNTY.

B. Upon notice from the CONTRACTOR that the service has been completed on the project order, the Project Manager will make a final inspection within five business days of receipt of notification. The Project Manager will notify the contractor of any deficiencies with the project. The CONTRACTOR must correct all deficiencies before final acceptance and payment is made.

C. The CONTRACTOR shall notify the Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the CONTRACTOR will be notified again in writing about any deficiencies. Once the repairs have been corrected by the CONTRACTOR, the Project Manager shall make another inspection.

23. Waiver of Claims: CONTRACTOR'S acceptance of final payment will constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of the contract or otherwise related to the Service, except those previously made in writing and identified by CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY will be deemed a waiver of the COUNTY'S rights to enforce any continuing obligations of CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

24. Recovery Rights Subsequent to Final Payment: The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of CONTRACTOR be discovered after the final payment has been made, to claim and recover from CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

25. Termination: This contract may be terminated by the COUNTY upon 10 calendar days advance written notice to the other party; but if any work, service or task hereunder is in progress but not completed on the date of termination, then this contract may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience: In the event this contract is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 10 calendar day advance written notice, the COUNTY will reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause: Termination by the COUNTY for cause, default, or negligence on the part of CONTRACTOR will be excluded from the foregoing provision. Termination costs, if any, will not apply. The 10 calendar day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this contract will be canceled, and CONTRACTOR will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this contract.

26. Assignment of Contract: This contract will not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve CONTRACTOR of liability and obligations under this contract and all transactions with the COUNTY must be through CONTRACTOR. Additionally, unless otherwise stipulated herein, CONTRACTOR will notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this contract for default.

27. Insurance:

A. CONTRACTOR will purchase and maintain at all times during the term of this contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

- i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability Included	
- ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
- iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.
- iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000
- v. Professional liability and specialty insurance (medical malpractice, engineers, architect, CONTRACTOR, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD
OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

28. Indemnity: The CONTRACTOR will indemnify the COUNTY and its agents, officers, commissioners or employees against any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. The CONTRACTOR agrees to indemnify the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this contract.

29. Risk of Loss: CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. CONTRACTOR will immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONTRACTOR or a third party.

30. Independent Contractor: The CONTRACTOR, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, partner, or employee of the COUNTY. The CONTRACTOR, its employees, contractors, and subcontractors at no time will be considered an officer, employee or agent of the COUNTY. The CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. The

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this contract 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 CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

31. Return of Materials: Upon the request of the COUNTY, but in any event upon termination of this contract, CONTRACTOR will surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to CONTRACTOR by the COUNTY pursuant to this contract.

32. Public Entity Crimes: A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

33. Conflict of Interest: CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this contract, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person will have any such interest at any time during the term of this contract unless approved by the COUNTY.

34. Retaining Other Contractors: Nothing herein will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this contract. While the COUNTY has listed all major items which are utilized by the COUNTY'S offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this contract. Under these circumstances, a COUNTY representative will contact CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONTRACTOR, another vendor or to acquire the items through a separate solicitation.

35. Right to Audit: The COUNTY reserves the right to require the CONTRACTOR to submit to an audit, by any auditor of the COUNTY'S choosing. The CONTRACTOR shall provide access to all its records, which relate directly or indirectly to this contract at its place of business during regular business hours. The CONTRACTOR shall maintain and retain all books, records, and documents pertaining to this contract in accordance with generally accepted accounting procedures and practices and upon request make them available to the COUNTY for five complete calendar years following expiration of the contract. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

36. Force Majeure: The parties will exercise every reasonable effort to meet their respective obligations hereunder, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems or any other cause beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

37. Public Records:

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any

activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.
- ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
- iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR will 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

38. This contract is governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this contract will lie in Lake County, Florida.

39. Neither party may assign any rights or obligations under this contract to any other party unless specific written permission from the other party is obtained.

40. This contract will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

41. This contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.
42. The failure of any party hereto at any time to enforce any of the provisions of this contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, every provision of this contract.
43. During the term of this contract the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this contract is conditioned upon the veracity of this statement of assurance.
44. The CONTRACTOR will at all times comply with all Federal, State and local laws, rules and regulations.
45. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five years. The COUNTY may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.
46. With the consent of the CONTRACTOR, other agencies may make purchases in accordance with the contract. Any such purchases will be governed by the same terms and conditions as stated herein except for a change in agency name. In addition, although this contract is specific to a COUNTY department, it is agreed and understood that any COUNTY department/office may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A contract modification will be issued by the COUNTY identifying the requirements of the additional COUNTY department(s)/office(s).
47. The CONTRACTOR will act as the prime contractor for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this contract. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors will be made without consent of the COUNTY. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.
48. The invalidity or unenforceability of any particular provision of this contract will not affect the other provisions hereof, and this contract will be construed as if such invalid or unenforceable provisions were omitted.
49. Wherever provision is made in this contract for the giving, service or delivery of any notice, statement or other instrument, such notice will be in writing and will be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Traffic Control Devices, LLC
242 N. Westmonte Drive
Altamonte Springs, Florida 32714

If to COUNTY:

Lake County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

50. Scope of Contract. This contract is intended by the parties to be the final expression of their contract, and it constitutes the full and entire understanding between the parties with respect to the subject of this contract, notwithstanding any representations, statements, or contracts to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

This contract contains the following attachments, all of which are incorporated in this contract:

Exhibit A Scope of Services
Exhibit B Price Schedule

IN WITNESS WHEREOF, the parties have signed this contract through their authorized representative on the dates under each signature:

TRAFFIC CONTROL DEVICES, LLC

By: 
Gregory S. Cockman, Manager

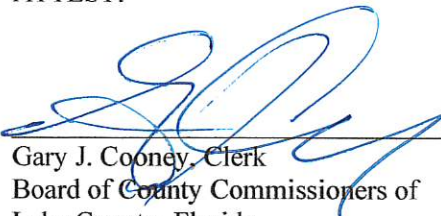
This 1 day of September, 2021.

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA


Sean M. Parks, Chairman

This 26th day of October, 2021

ATTEST:


Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida



Approved as to form and legality:


Melanie Marsh, County Attorney

EXHIBIT A – SCOPE OF WORK/SERVICES

21-0538

TRAFFIC SIGNAL MAINTENANCE AND REPAIR

1. SCOPE OF SERVICES

- 1.1. Maintenance: action required to continue operation or to provide minor modifications to existing traffic signals or street lighting. Maintenance includes planned and emergency actions.
- 1.2. New Construction: Any new traffic signalization or street lighting installation.
- 1.3. Rehabilitation: Any major upgrade or replacement of existing traffic signalization or street lighting equipment.

2. MATERIALS/INSTALLATION:

All material and installation shall be in accordance with the following technical specifications and/or the latest applicable standards set by the Florida Department of Transportation and the Federal Highway Administration **Approved Product List (APL)**, **National Electrical Manufacturers Association (NEMA)** and **current (NEC) National Electric Code**. Specifications/Standards can be found on www.dot.state.fl.us for the FDOT and www.fhwa.dot.gov for the Federal Highway Administration.

2.1. Florida Department of Transportation:

- 2.1.1. Standard Specifications for Road & Bridge Construction, 2021 and subsequent updates.
- 2.1.2. Design Standards, 2017 and subsequent updates.
- 2.1.3. Manual on Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways, 2016 and subsequent updates.

2.2. Federal Highway Administration: Manual of Uniform Traffic Control Devices, 2009 Edition, and subsequent updates.

In the event of conflicting specifications, the resolution shall be at the discretion of the County.

Contractor shall maintain records and accounts, including property, personnel and financial records, as are deemed necessary by the County and its auditors to ensure proper accounting for all funds expended. The records shall be made available, upon request for Lake County and its auditors for a period of three years from the date of final payment.

Contractor shall always conduct its work to ensure that least possible obstructions to normal pedestrian and vehicular traffic including access to all public and private properties to ensure the protection of persons and property per the Florida Department of Transportation standards and any other applicable references. Contractor shall be responsible for all permits, right of way, and utility locates.

Contractor shall be responsible for coordinating with all public and private utility companies, as may be needed for the safe and proper completion of the work.

Contractor shall maintain equipment and materials necessary to properly maintain the County's traffic control devices. The County reserves the right to inspect any time during the contract period and subsequent renewal options with respect to contract compliance. Contractor shall be

EXHIBIT A – SCOPE OF WORK/SERVICES

21-0538

TRAFFIC SIGNAL MAINTENANCE AND REPAIR

responsible to ensure equipment and materials are available on the job sites. No compensation will be paid for time lost due to lack of the proper equipment and/or materials to perform routine maintenance. The County reserves the right to supply new and/or reconditioned parts to Contractor at the County's discretion.

Contractor shall provide qualified personnel to meet the Counties need for emergency repairs, scheduled maintenance, construction and/or rehabilitation. Contractor shall designate a signal supervisor to coordinate work with the County staff. This person shall be IMSA (International Municipal Signal Association) Certified Level II Electronic or Field Traffic Signal Technician must be continuously available to respond or assist within two (2) to four (4) hours, as directed by the County.

Contractor shall purchase and maintain each maintenance technician a form of communication from any point within Lake County. A toll-free cellular telephone for primary communication for the site supervisor is mandatory.

Contractor shall not commence work until County staff assigns a Notice to Proceed. In cases of emergency after hour requests for maintenance, a verbal authorization will be given by County staff, with a follow-up Purchase Order number. Contractor will contact the County dispatch center upon arrival of a maintenance call, and upon completion of the work. Contractor's maintenance supervisor shall verbally notify the County staff during normal working hours of the status of each work order. Contractor will be required to fill out entries in the intersection logbook for work performed at each intersection. Failure to follow this procedure will result in non-payment of the invoice. Contractor shall notify County staff if a problem is noticed which is repetitive in nature. The invoices are authorized work shall be submitted to Lake County Traffic Operations. Invoices will not be paid without the proper supporting documentation, including the work order authorization number and final inspection of the work performed.

Contractor shall not make modifications to traffic signal timing without the written authorization of the County Department representative or his/her designee.

Contractor shall respond to emergency maintenance request within two (2) hours of receiving notification. Contractor shall perform and complete new construction or rehabilitative construction within ninety (90) days of notification.

3. SIGNALIZATION AND HIGHWAY LIGHTING:

- 3.1. Contractor shall notify the County at least two (2) weeks before the start of signal construction work. After notification, County Department representative will schedule a pre-construction conference. Contractor shall provide a construction schedule.
- 3.2. Modification to signal construction plans may only be made with the written approval of the head of County Department representative or his/her designated representative.
- 3.3. Contractor shall submit three (3) sets of shop drawings, three (3) sets of manufacturer's descriptive literature and technical data for each item proposed and three (3) sets of diagrams showing the cable runs, conductors and conduit for each intersection to be fabricated.

EXHIBIT A – SCOPE OF WORK/SERVICES

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TRAFFIC SIGNAL MAINTENANCE AND REPAIR

- 3.4. Signals in previously un-signalized intersections shall be placed in flashing operation at least seven (7) days before being placed into full operation. No signal will be placed in flashing mode or full operation mode on Monday, Friday, or Holidays. A minimum ninety (90) day burn in period (warranty) for full operation that covers replacement of all parts shall be required before final acceptance. This ninety (90) day period is not intended to delay final payments for the project. Final payments can be expected when all work is completed including all "punch list items" and proper invoices have been received per the procedures outlined in this contract.
- 3.5. The following shall be furnished by Contractor:
- 3.5.1 Controller Assemblies shall be Naztec Regional Lake County TS2 Type 1 Equipment with Ethernet.
- 3.5.2 Traffic signal devise disconnect (breaker box) – Square D or FDOT approved.
- 3.6. Contractor shall determine the exact location of utilities. Contractor shall notify the appropriate utility before construction. Contractor is responsible for the protection of all utilities within the construction area.
- 3.7. County Department representative reserves the right to make field adjustments at its discretion.
- 3.8. Equipment shall be installed and fabricated so as not to obstruct pedestrian facilities.
- 3.9. USGS benchmarks, which may be disturbed, shall be protected or, it is not possible to protect them, Contractor shall notify:
- Geodetic Information Center
Mark Maintenance Center
Attn: N/cg – 162
6001 Executive Boulevard
Rockville, MO 20852
(301) 443-8319
- 3.10. Existing survey markers, which may be disturbed by construction, shall be protected and if disturbed, shall be reset by a land surveyor registered in the State of Florida at Contractor's expense.
- 3.11. Equipment shall have DOT approval numbers permanently affixed to it.
- 3.12. Ground rods shall not be installed in concrete pole bases.
- 3.13. Signal cable shall be attached to messenger wire with appropriate size lashing rod.
- 3.14. Delay detectors shall operate in the normal mode during corresponding green phase and in the delay mode during all other phases.
- 3.15. Concrete strain poles shall be installed per current Florida Department of Transportation inspections.

EXHIBIT A – SCOPE OF WORK/SERVICES

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TRAFFIC SIGNAL MAINTENANCE AND REPAIR

- 3.16. Pedestrian signal assemblies shall be aluminum. Mounting arms shall be aluminum. Pedestrian assemblies shall have ¼ inch diameter drainage holes drilled in the bottom. Pedestrian signal displays shall be county down type with international symbols with full Hand/Persons LED's.
- 3.17. Signal heads shall be wired directly to the terminal block without using Cinch "Jones" plugs. Drop hangers shall be tri-stud, serrated and adjustable. Disconnects shall be 18-inch circuit terminal block so that each wire of a signal cable can be terminated under a compression type screw.
- 3.18. Loop wire and installation shall meet Florida Department of Transportation specifications. Loop wires entering the controller cabinet shall be a shielded lead-in cable. Twisted pairs are not permitted to enter the cabinet.
- 3.19. Contractor shall be responsible for installing the correct number of turns for the loop size and placement for the proper detection of vehicles.
- 3.20. Loop assemblies shall be laid out by Contractor and verified by the County. The location and dimensions of the plans are approximate. The County may adjust Loop locations and lengths.
- 3.21. Controller cabinet bases shall accommodate a Naztec Type 6 cabinet. Contractor will frame and pour the concrete base and bolt the cabinet to the concrete base. This procedure includes a concrete technician's pad poured in the front of the cabinet.
- 3.22. The County has the right to equipment that is removed from the site. Contractor shall deliver equipment, claimed by the County, to Lake County Traffic Operations. Contractor shall dispose of any equipment not claimed by the County.
- 3.23. A contact paste shall be applied in accordance with manufacturer's recommendations on all connections inside the service disconnect.

4. MESSENGER WIRE ASSEMBLY:

See FDOT Standards 634-2.2. All required pole hardware and materials and labor needed for the messenger installation shall be included in the pay item.

5. OPTICOM VEHICLE DETECTORS:

Contractor, when installing this item shall install a complete GTT OPTICOM emergency preemption system. Lake County will specify the model at the time of project.

6. VIDEO VEHICLE DETECTION:

6.1 This item shall consist of a vehicle detection system for processing of video and provide detector inputs to the signal controller. They system shall have cameras to cover all approaches requiring detection. Each camera shall have motorized zoom lens focal length range from 3.7 to 75mm. Unit systems shall have the ability to be setup without the need for a laptop computer. This system shall include a monitor. The camera and lens assembly shall be housed in a light colored environmental NEMA-4 enclosure with a sun shield. The enclosure shall be watertight, and dust proof. The connection between the cameras and the video interface panel shall be coaxial cable

EXHIBIT A – SCOPE OF WORK/SERVICES

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TRAFFIC SIGNAL MAINTENANCE AND REPAIR

suitable for outdoor installation. System shall include all necessary camera mounting hardware and other related materials.

7. FIBER OPTIC SPECIFICATIONS:

Meet or exceed the 2021 FDOT Standard Specifications for Road and Bridge Construction Section 633 or latest edition.

8. LAKE COUNTY INTERNALLY ILLUMINATED STREET NAME SIGN SPECIFICATIONS AND REQUIREMENTS:

The internally illuminated sign specifications shall be in accordance with the latest edition of the Florida Department of Transportation Standards Specifications for Road and Bridge Construction section 700 and any other applicable and the following Lake County Internally Illuminated Street Name Sign specifications and requirements.

9. VIDEO VEHICLE DETECTION

9.1 Internally illuminated street name sign shall be illuminated by LED.

9.2 The internally illuminated street name sign shall be from the Florida Department of Transportation Approved Products List.

9.3 The internally illuminated street name sign shall be 22-inch/24-inch style container, 22-inch viewable sign face height, 24-inch container height or 16-inch/18-inch style container, 16-inch viewable sign face height, 18-inch container height. Size to be determined by the County per job.

9.4 The internally illuminated street name sign shall be installed on a separate breaker.

9.5 The sign bracket and clamp-on cantilever arm should be installed below the messenger cable, level with the red indication.

9.6 A photocell shall be installed near the electric service within reach of a lift truck. Care to be given to install where street lighting does not affect operation.

9.7 Internally illuminated street name sign facing specifications.

9.8 The backing shall be 1/8-inch clear Lexan.

9.9 The sheeting shall be white diamond grade VIP sheeting, 3-M series 3990 or comparable.

9.10 The facing shall be covered with green acrylic electric cuttable film, 3-M series 1177C or comparable.

9.11 The desired letter shall be 12-inch upper case and 9-inch lower case type "E" modified, should a subject street name using this size and series not fit on the desired panel, one of the following alternative should be used (listed in decreasing order of desirability):

9.11.1. 12-inch upper case, series E

9.11.2. 10-inch upper case, series D

9.11.3. 10-inch upper case, series C

EXHIBIT A – SCOPE OF WORK/SERVICES

21-0538

TRAFFIC SIGNAL MAINTENANCE AND REPAIR

- 9.11.4. 8-inch upper case, series D
- 9.11.5. 8-inch upper case, series C
- 9.12 If abbreviations are necessary use the following: Bv-Boulevard, Av-Avenue, Rd-Road, Tr-Terrace, Tr-Trail, Pl-Place, Dr-Drive, Ln-Lane, Wy-Way, Cr-Circle, Ct-Court. No punctuation is required.
- 9.13 Overall sign width shall be 48-inch, 72-inch, or 96-inch.
- 9.14 A 21-inch wide area on the left side of the sign facing shall be white to accommodate the Lake County logo.
- 9.15 The Lake County logo shall be provided by Contractor and installed by Contractor installing the signs.
- 9.16 Contractor shall be responsible for field verifying the message with local maintaining agency before fabrication of the signs. Shop drawings shall be required.
- 9.17 Sign facing detail see below:

10. WORK ORDER TIME LIMITS AND TIME EXTENSIONS:

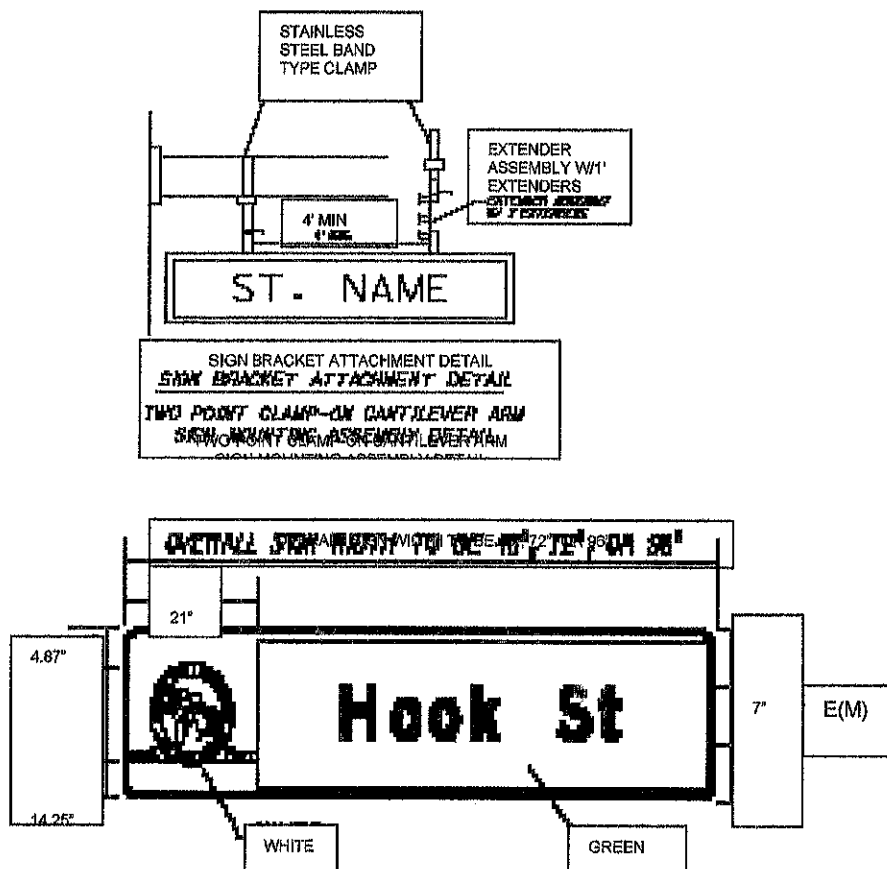


EXHIBIT A – SCOPE OF WORK/SERVICES

21-0538

TRAFFIC SIGNAL MAINTENANCE AND REPAIR

Contractor shall have ninety (90) days or an agreed upon schedule between the County and Contractor to COMPLETE the work from the date the signed Lake County Notice to Proceed Form signed by County staff, with the purchase order number affixed, was received. COMPLETE shall mean that the New Construction, Rehabilitation, Repair, or Modification to the traffic device have passed the required flash and turn on inspection with all punch list items repaired to the County's satisfaction.

Unless otherwise provided, contract time shall mean the number of consecutive calendar days from the commencement date noted in the Notice to Proceed to the date on which all work is to be completed. Contractor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate its work with the work of other contractors so that its work or the work of others shall not be delayed or impaired by any act or omission of any act by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the work under the Contract Documents. The term "Contract Documents" includes all bid documents, the Statement of Work, Scope of Work, Attachments to this Agreement, and provisions within this request.

Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to, acts of God or public enemy, acts of government, fires, floods, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the Traffic Operations Supervisor or designee in writing within two (2) regular working days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAY. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from the County. Contractor expressly acknowledges and agrees that Contractor shall receive no damages for delay. However, this provision shall not preclude recovery or damages by Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County. Otherwise, contractor shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. This provision applies to claims for early completion as well as late completion. Such extensions of time will not be granted for delays caused by unfavorable weather, ground conditions related to the weather, inadequate construction force or for the failure of Contractor to timely order equipment or materials.

If Contractor complies with the two (2) regular workdays' notice requirement, the Traffic Operation Supervisor or designee shall ascertain the facts and the extend of the delay being claimed. The Traffic Operations Supervisor or designee's findings of fact justify such an extension, and the Traffic Operations Supervisor or designee's finding of fact shall be final and conclusive

EXHIBIT A – SCOPE OF WORK/SERVICES

21-0538

TRAFFIC SIGNAL MAINTENANCE AND REPAIR

on the parties. Contractor shall cooperate with the Traffic Operations Supervisor or designee's investigation of the delays by providing any schedules, correspondence, or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays that impact Contractor's Work Schedule. Extensions of the contract time must be authorized by Change Order approved in accordance with County policy.

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EXHIBIT A

ADDENDUM NO. 1

21-0538



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Traffic Signal Maintenance and Repair

06/03/2021

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Reading the bid documents, I have failed to determine the duration of the contract. In other terms, we have seen 1 year with options, etc... Can the County please provide the duration of this contract?

R1. Attachment 1 – Submittal Form, Section 1.0 – Term of Contract it states that the contract will be awarded for an initial one (1) year term with the option of two (2) subsequent two (2) year renewals contingent upon mutual written agreement. The initial year with the optional years could result in a five (5) year contract.

ADDITIONAL INFORMATION

None.

ACKNOWLEDGEMENT

Firm Name: Traffic Control Devices, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Gregory S Cockman*

Date: 6/17/2021

Print Name: Gregory S Cockman

Title: President

Primary E-mail Address: r.rebert@tcd-usa.com

Secondary E-mail Address: d.burch@tcd-usa.com

Traffic Control Devices, Inc.

GROUP 1

SCHEDULE OF UNIT PRICES

Item #	Pay Item #	Description	Oper.	Units	Unit Price
1	101-1-1	Mobilization –	F/I		5 percent
2	Lake MOT	MOT	F/I	PI	\$1,095.00
3	Lake 0001	Miscellaneous Concrete	F/I	CY	\$486.00
4	120-1	Regular Excavation		CY	\$156.00
5	520-1-10	Concrete Curb & Gutter, Type F	F/I	LF	\$82.00
6	522-1	Concrete Sidewalk, 4"	F/I	SY	\$88.50
7	522-2	Concrete Sidewalk, 6"	F/I	SY	\$99.50
8	527-2	Detectable Warnings	F/I	SF	\$54.50
9	575-1	Sodding	F/I	SY	\$15.50
10	575-1-2	CENTIPEDE	F/I	SY	\$15.50
11	575-1-4	ST AUGUSTINE	F/I	SY	\$19.00
12	575-1-6	BERMUDA	F/I	SY	\$19.00
13	620-2	Grounding Rods (See Section 620, FDOT Standard Specifications for Road and Bridge Construction)	F/I	LF	\$18.00
	630-2-AB	CONDUIT			
14	630-2-11	Conduit, Furnish & Install Open Trench	F/I	LF	\$22.00
15	630-2-12	Conduit Furnish & Install Directional Bore	F/I	LF	\$33.50
16	630-2-14	Conduit Furnish & Install Above Ground	F/I	LF	\$33.00
17	630-2-15	Conduit, Furnish & Install Bridge Mount	F/I	LF	\$61.50
18	630-2-65	Conduit Remove, Bridge Mount	R	LF	\$5.45
	632-7-A	SIGNAL CABLE			
19	632-7-1	Signal Cable New or reconstructed Intersection, Furnish & Install	F/I	PL	\$7,480.00
20	632-7-2	Signal Cable Repair/Replace/Other Furnish & Install	F/I	LF	\$8.00
21	632-7-4	Signal Cable Adjust		LF	\$1,514.00
22	632-7-6	Signal Cable, Remove - Intersection	R	LF	P \$4.55
23	632-7-7	Signal Cable Remove - Outside of Intersection	R	LF	P \$2.70

AND ITS COMPONENTS

	633- 1-ABC	FIBER OPTIC CABLE			
24	633- 1-111	FIBER OPTIC CABLE, F&I, OVERHEAD, 2-12 FIBERS	F/I	LF	\$2.70
25	633- 1-112	FIBER OPTIC CABLE, F&I, OVERHEAD, 13-48 FIBERS	F/I	LF	\$2.90
26	633- 1-113	FIBER OPTIC CABLE, F&I, OVERHEAD, 49-96 FIBERS	F/I	LF	\$3.20

27	633- 1-114	FIBER OPTIC CABLE, F&I, OVERHEAD, 97-144 FIBERS	F/I	LF		\$3.40
28	633-1-121	FIBER OPTIC CABLE, UNDERGROUND, 2-12 FIBERS	F/I	LF		\$2.65
29	633-1-122	FIBER OPTIC CABLE, UNDERGROUND, 13-48 FIBERS	F/I	LF		\$2.85
30	633-1-123	FIBER OPTIC CABLE, UNDERGROUND, 49-96 FIBERS	F/I	LF		\$3.05
31	633-1-124	FIBER OPTIC CABLE, UNDERGROUND, 97-144 FIBERS	F/I	LF		\$3.30
32	633-1-320	FIBER OPTIC CABLE, INSTALL, UNDERGROUND	I/O	LF		\$1.15
33	633- 1-610	FIBER OPTIC CABLE, REMOVE, OVERHEAD	R	LF		\$0.85
34	633-1-620	FIBER OPTIC CABLE, REMOVE, UNDERGROUND	R	LF		\$0.60
	633- 2-AB	FIBER OPTIC CONNECTION				
35	633- 2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	F/I	EA		\$38.00
36	633- 2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	F/I	EA		\$87.00
	633-3-ABC	FIBER OPTIC CONNECTION HARDWARE				
37	633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	F/I	EA		\$839.00
38	633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	F/I	EA		\$58.00
39	633-3-13	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED CONNECTOR ASSEMBLY	F/I	EA		\$40.50
40	633-3-14	FIBER OPTIC CONNECTION HARDWARE, F&I, BUFFER TUBE FAN OUT KIT	F/I	EA		\$87.00
41	633-3-15	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED PATCH PANEL	F/I	EA		\$1,487.00
42	633-3-16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL-FIELD TERMINATED	F/I	EA		\$1,140.00
43	633-3-17	FIBER OPTIC CONNECTION HARDWARE, F&I, CONNECTOR PANEL	F/I	EA		\$110.00
44	633-3-51	FIBER OPTIC CONNECTION HARDWARE, ADJUST/MODIFY SPLICE ENCLOSURE	F/I	EA		\$492.00
45	633-3-52	FIBER OPTIC CONNECTION HARDWARE, ADJUST/MODIFY SPLICE TRAY	F/I	EA		\$5.80

46	633-3-53	FIBER OPTIC CONNECTION HARDWARE, ADJUST/MODIFY	F/I	EA	T	\$34.50
47	633-3-54	FIBER OPTIC CONNECTION HARDWARE, RELOCATE,	F/I	EA	T	\$58.00
48	633-3-55	FIBER OPTIC CONNECTION HARDWARE,ADJUST/MODIFY PATCH PANEL, PRETERMINATED	F/I	EA		\$839.00
49	633-3-56	FIBER OPTIC CONNECTION HARDWARE, ADJUST/MODIFY PATCH PANEL	F/I	EA		\$434.00
50	633-3-57	FIBER OPTIC CONNECTION HARDWARE, ADJUST/MODIFY CONNECTOR PANEL	F/I	EA		\$29.00
	634-4-ABC	SPAN WIRE ASSEMBLY				
51	634-4-153-50	Span Wire Assembly, F&I, Two Point, Box or Drop Box 50'-149'	F/I	PI		\$11,079.00
52	634-4-153-150	Span Wire Assembly, F&I, Two Point, Box or Drop Box 150'-199"	F/I	PI		\$11,602.00
53	634-4-153-200	Span Wire Assembly, F&I, Two Point, Box or Drop Box 200'-249'	F/I	PI		\$11,812.00
54	634-4-153-250	Span Wire Assembly, F&I, Two Point, Box or Drop Box 250'-299'	F/I	PI		\$11,930.00
55	634-4-153-300	Span Wire Assembly, F&I, Two Point, Box or Drop Box 300'-349"	F/I	PI		\$12,048.00
56	634-4-153-350	Span Wire Assembly, F&I, Two Point, Box or Drop Box 350'-399'	F/I	PI		\$12,167.00
57	634-4-153-400	Span Wire Assembly, F&I, Two Point, Box or Drop Box 400'-449'	F/I	PI		\$12,663.00
58	634-4-153-450	Span Wire Assembly, F&I, Two Point, Box or Drop Box 450'-499'	F/I	PI		\$12,782.00
59	634-4-153-500	Span Wire Assembly, F&I, Two Point, Box or Drop Box 500'+	F/I	PI		\$9,481.00
60	634-4-400	Span Wire Assembly, Adjust		PI	P	\$1,547.00
61	634-4-600	Span-Wire Assembly Remove- Poles Remain	R	PI		\$1,136.00
	634-5-A	FIBERGLASS INSULATOR				
62	634-5-1	Fiberglass Insulator, Furnish & Install	F/I	LF		\$46.00
	634-6-A	MESSENGER WIRE - MAINTENANCE USE ONLY				
63	634-6-1	Messenger Wire Furnish & Install- Replace Existing	F/I	LF		\$2.95
	635-2-AB	PULL & SPLICE BOX				
64	635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	F/I	EA		\$1,212.00
65	635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	F/I	EA		\$1,852.00
66	635-2-13	Fiber Optic Junction Box 30" X 60" rectangle or 36" round	F/I	EA		\$2,970.00
67	635-2-30	PULL & Splice Box Install Only	I/O	EA		\$1,723.00
	635-3-AB	JUNCTION BOX				
68	635-3-11	JUNCTION BOX, FURNISH & INSTALL, AERIAL	F/I	EA		\$229.00

69	635-2-12	Junction box, furnish & install, Mounted.	F/I	EA		\$378.00
70	635-3-40	Junction box, Relocate	F/I	EA		\$387.00
	639-1-ABC	ELECTRIC POWER SERVICE				
71	639-1-111	Electrical Power Service overhead METER FURNISHED BY POWER COMPANY	F/I	AS		\$2,054.00
72	639-1-112	Electrical Power Service, overhead OVERHEAD METER PURCHED BY CONTRACTOR FROM POWER COMPANY	F/I	AS		\$2,251.00
73	639-1-113	ELECTRICAL POWER SERVICE, OVERHEAD METER NOT REQUIRED	F/I	AS		\$1,759.00
74	639-1-121	Elect. Power Service, underground, METER FURNISHED BY POWER COMPANY	F/I	AS		\$2,054.00
75	639-1-122	Elect. Power Service, underground, METER PURCHASED BY CONTRACTOR	F/I	AS		\$2,251.00
76	639-1-123	Elect. Power Service, underground, METER NOT REQUIRED	F/I	AS		\$2,054.00
	639-2-A	ELECTRIC SERVICE WIRE				
77	639-2-1	Electrical Service Wire F&I	F/I	LF		\$4.45
	641-2-AB	PRESTRESSED CONCRETE POLE (INDEX 17/25)				
78	641-2-11	Prestressed concrete pole, F&I, Type P-II Pedestal	F/I	EA		\$1,292.00
79	641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	F/I	EA		\$2,095.00
80	641-2-13	Prestressed Concrete Pole, F&I Type P-III	F/I	EA		\$5,040.00
81	641-2-14	Prestressed Concrete Pole, F&I, Type P-IV	F/I	EA		\$7,946.00
82	641-2-15	Prestressed Concrete Pole, F&I, Type P-V	F/I	EA		\$8,736.00
83	641-2-16	Prestressed Concrete Pole, F&I, Type P-VI	F/I	EA		\$9,923.00
84	641-2-17	Prestressed Concrete Pole, F&I, Type P- VII	F/I	EA		\$10,532.00
85	641-2-18	Prestressed Concrete Pole, F&I, Type P- VIII	F/I	EA		\$11,152.00
86	641-2-19	Prestressed Concrete Pole, F&I, Custom Design	F/I	P		\$13,930.00
87	641-2-30	Prestressed Concrete Pole, Install	I/O	EA		\$8,678.00
88	641-2-60	Prestressed Concrete Pole, Complete Pole Removal- Pedestal/Service Pole	R	EA		\$1,492.00

89	641-2-70	Prestressed Concrete Pole, Shallow Pole Removal-Pole 30' and Greater	R	EA		\$6,026.00
	646-1-AB	ALUMINUM SIGNALS POLES				
90	646-1-11	Aluminum Signals Pole, Pedestial	F/I	EA		\$1,691.00
91	646-1-12	Aluminum Signals Pole Furnish & Install Pedestrian Detector Post	F/I	EA		\$1,612.00
92	646-1-30	Aluminum Signals Pole, Install	I/O	EA		\$1,186.00
93	646-1-40	Aluminum Signals Pole, Relocate		EA		\$1,356.00
94	646-1-60	Aluminum Signals Pole, Remove	R	EA		\$227.00
	649-2A-BB	WASI ARM				
95	649-21-1	Steel mast Arm Assembly, Furnish & Install, Single Arm 30'	F/I	EA		\$56,250.00
96	649-21-2	Steel mast Arm Assembly, Furnish & Install, Double Arm 30'-30'	F/I	EA		\$73,960.00
97	649-21-3	Steel mast Arm Assembly, Furnish & Install, Single Arm 40'	F/I	EA		\$59,873.00
98	649-21-4	Steel mast Arm Assembly, Furnish & Install, Double Arm 40'-30'	F/I	EA		\$76,079.00
99	649-21-5	Steel mast Arm Assembly, Furnish & Install, Double Arm 40'-40'	F/I	EA		\$78,173.00
100	649-21-6	Steel mast Arm Assembly, Furnish & Install, Single Arm 50'	F/I	EA		\$64,580.00
101	649-21-7	Steel mast Arm Assembly, Furnish & Install, Double Arm 50'-30'	F/I	EA		\$80,714.00
102	649-21-8	Steel mast Arm Assembly, Furnish & Install, Double Arm 50'-40'	F/I	EA		\$82,809.00
103	649-21-9	Steel mast Arm Assembly, Furnish & Install, Double Arm 50'-50'	F/I	EA		\$86,003.00
104	649-21-10	Steel mast Arm Assembly, Furnish & Install, Single Arm 60'	F/I	EA		\$72,279.00
105	649-21-11	Steel mast Arm Assembly, Furnish & Install, Double Arm 60'-30'	F/I	EA		\$84,722.00
106	649-21-12	Steel mast Arm Assembly, Furnish & Install, Double Arm 60'-40'	F/I	EA		\$86,816.00
107	649-21-13	Steel mast Arm Assembly, Furnish & Install, Double Arm 60'-50'	F/I	EA		\$90,010.00
108	649-21-14	Steel mast Arm Assembly, Furnish & Install, Double Arm 60'-60'	F/I	EA		\$94,723.00

109	649-21-15	Steel mast Arm Assembly, Furnish & Install, Single Arm 70'	F/I	EA		\$77,240.00
110	649-21-16	Steel mast Arm Assembly, Furnish & Install, Double Arm 70'-30'	F/I	EA		\$90,307.00
111	649-21-17	Steel mast Arm Assembly, Furnish & Install, Double Arm 70'-40'	F/I	EA		\$92,401.00
112	649-21-18	Steel mast Arm Assembly, Furnish & Install, Double Arm 70'-50'	F/I	EA		\$95,418.00
113	649-21-19	Steel mast Arm Assembly, Furnish & Install, Double Arm 70'-60'	F/I	EA		\$103,867.00
114	649-21-20	Steel mast Arm Assembly, Furnish & Install, Double Arm 70'-70'	F/I	EA		\$107,367.00
115	649-26-1	Remove Mast Arm-Pole Only, entire foundation remains	R	EA		\$892.00
116	649-26-3	Remove Mast Arm-Shallow, Bolt on attachment	R	EA		\$1,803.00
117	649-26-7	Remove Mast Arm-(Remove Arm and attachments; Pole remains	R	EA		\$535.00
	650-1-AB	VEHICULAR TRAFFIC SIGNAL				
118	650-1-11	Traffic Signal, Furnish & Install Aluminum, 1 Section, 1 Way	F/I	AS		\$657.00
119	650-1-12	Traffic Signal, Furnish & Install Aluminum, 1 Section, 2-4 Way	F/I	AS		\$1,847.00
120	650-1-13	Traffic Signal, Furnish & Install Aluminum, 2 Section, 1-2 Way	F/I	AS		\$1,505.00
121	650-1-14	Traffic Signal, Furnish & Install Aluminum, 3 Section, 1 Way	F/I	AS		\$1,078.00
122	650-1-15	Traffic Signal, Furnish & Install Aluminum, 3 Section, 2-4 Way	F/I	AS		\$2,375.00
123	650-1-16	Traffic Signal, Furnish & Install Aluminum, 4 Section, 1 Way	F/I	AS		\$1,316.00
124	650-1-17	Traffic Signal, Furnish & Install Aluminum, 4 Section, 2-4 Ways	F/I	AS		\$3,804.00
125	650-1-18	Traffic Signal, Furnish & Install Aluminum, 5 Section, Straight 1 Way	F/I	AS		\$1,662.00
126	650-1-19	Traffic Signal, Furnish & Install Aluminum, 5 Section, Cluster 1 Way	F/I	AS		\$1,662.00
127	650-1-24	Traffic Signal, Furnish & Install Polycarbonate w/ Alum Top, 3 Section, 1 Way	F/I	AS		\$1,051.00
128	650-1-25	Traffic Signal, Furnish & Install Polycarbonate w/ Alum Top, 3 Section, 2-4 Way	F/I	AS		\$2,539.00
129	650-1-26	Traffic Signal, Furnish & Install Polycarbonate w/ Alum Top, 4 Section, 1 Way	F/I	AS		\$1,303.00

130	650-1-28	Traffic Signal, Furnish & Install Polycarbonate w/ Alum Top, 5 Section straight, 1 Way	F/I	AS		\$1,577.00
131	650-1-29	Traffic Signal, Furnish & Install Polycarbonate w/ Alum Top, 5 Section cluster, 1 Way	F/I	AS		\$1,577.00
132	650-1-50	Traffic Signal, Install Only	I/O	AS		\$454.00
133	650-1-60	Traffic Signal Remove - Poles To Remain	R	AS		\$75.50
134	650-1-70	Traffic Signal Relocate Includes Removal and Reinstallation		AS		\$858.00
135	650-1-80	Traffic Signal Adjust/Modify Existing Signal		AS	M	\$303.00
	650-2-ABB	VEHICULAR SIGNAL AUXILIARIES				
136	650-2-102	Vehicular Signal Auxiliaries, Repair/Replace/Retrofit-Backplate Black with Reflective Border	F/I	EA		\$445.00
137	650-2-105	Vehicular Signal Auxiliaries, Repair/Replace/retrofit - Tunnel Visor	F/I	EA		\$247.00
138	650-2-108	Vehicular Signal Auxiliaries, Repair/Replace/Retrofit = Add section to existing Signal Assembly	F/I	EA		\$971.00
	653-1-AB	PEDESTRIAN SIGNAL				
139	653-1-11	Pedestrian Signal, Furnish & Install LED Countdown, 1 Way	F/I	AS		\$631.00
140	653-1-12	Pedestrian Signal, Furnish & Install LED Countdown, 2 Way	F/I	AS		\$1,262.00
141	653-1-40	Pedestrian Signal, Relocate		AS		\$612.00
142	653-1-60	Pedestrian Signal, Remove Ped Signal - Pole/Pedestrian To Remain	R	AS		\$75.50
	654-1-AB	IN ROADWAY LIGHT ASSEMBLY				
143	654-1-10	In Roadway Light Assembly Furnish & Install-Ac Powered, Complete Assembly	F/I	AS		\$8,259.00
144	654-1-20	In Roadway Light Assembly Furnish & Install-Solar Powered, Complete Assembly	F/I	AS		\$8,259.00
	654-2-AB	RECTANGULAR RAPID FLASHING BEACON (RRFB)				
145	654-2-11	Rectangular Rapid Flashing Beacon, Furnish & Install - AC Powered, Complete Assembly - Single Direction	F/I	AS		\$7,185.00
146	654-2-12	Rectangular Rapid Flashing Beacon, Furnish & Install - AC Powered, Complete Assembly - Back to Back	F/I	AS		\$8,081.00

147	654-2-21	Rectangular Rapid Flashing Beacon, Furnish & Install - Solar Powered, Complete Assembly - Single Direction	F/I	AS		\$6,648.00
148	654-2-22	Rectangular Rapid Flashing Beacon, Furnish & Install - Solar Powered, Complete Assembly - Back To Back	F/I	AS		\$8,273.00
149	654-2-30	Rectangular Rapid Flashing Beacon, Install Only	I/O	AS		\$2,269.00
150	654-2-40	Rectangular Rapid Flashing Beacon, Relocate		AS		\$2,923.00
151	654-2-50	Rectangular Rapid Flashing Beacon, Adjust/Modify		AS		\$1,177.00
152	654-2-60	Rectangular Rapid Flashing Beacon, Remove	R	AS		\$822.00
	654-3-AB	PEDESTRIAN HYBRID BEACON ASSEMBLY				
153	654-3-10	Pedestrian Hybrid Beacon Assembly Furnish & Install, Complete Assembly	F/I	AS		\$1,701.00
154	654-3-60	Pedestrian Hybrid Beacon Assembly, Complete Assembly, Remove	R	AS		\$75.50
	659-1-AB	MOUNTING ASSEMBLY FOR MAST ARM, SPAN WIRE AND SIGNAL POLES "HANGERS"				
155	659-1-101	Mounting Assembly, Repair/Replace/Retro - Furnish & Install, Mast Arm Mounting Assembly	F/I	EA		\$500.00
156	659-1-102	Mounting Assembly, Repair/Replace/Retro - Furnish & Install, Span Wire Mounting Assembly	F/I	EA		\$457.00
157	659-1-104	Mounting Assembly, Repair/Replace/Retro - Furnish & Install, Disconnect Hanger	F/I	EA		\$680.00
	660-1-ABB	INDUCTIVE LOOP DETECTOR				
158	660-1-101	Loop Detector Inductive, F&I, Type 1	F/I	EA		\$272.00
159	660-1-102	Loop Detector Inductive, F&I, Type 2	F/I	EA		\$272.00
160	660-1-103	Loop Detector Inductive, F&I, Type 3	F/I	EA		\$272.00
161	660-1-104	Loop Detector Inductive, F&I, Type 4, 2 Channel, Solid State, Shelf Mounted, Time Delay	F/I	EA		\$243.00
162	660-1-105	Loop Detector Inductive, F&I, Type 5, 2 Channel, Solid State, Shelf Mounted,	F/I	EA		\$440.00
163	660-1-106	Loop Detector Inductive, F&I, Type 6, 2 Channel, Solid State, Shelf Mounted, Time Delay	F/I	EA		\$440.00

164	660-107	Loop Detector Inductive, F&I, Type 7, 4 Channel, Solid State, Shelf Mounted	F/I	EA		\$796.00
165	660-1-109	Loop Detector Inductive, F&I, Type 9	F/I	EA		\$243.00
166	660-1-110	Loop Detector Inductive, F&I, Type 10	F/I	EA		\$243.00
167	660-1-111	Loop Detector Inductive, F&I, Type 11, 4 Channel Solid State, Rack Mount	F/I	EA		\$277.00
168	660-1-112	Loop Detector Inductive, F&I, Type 11, 4 Channel Solid State, Rack Mount, Time Delay	F/I	EA		\$591.00
169	660-1-300	Loop Detector Inductive, Install Only	I/O	EA		\$92.50
170	660-1-1400	Loop Detector Inductive, Relocate		EA		\$116.00
171	660-1-1600	Loop Detector Inductive, Remove, Cabinet To Remain	R	EA		\$23.00
	660-2-ABB	LOOP ASSEMBLY				
172	660-2-101	Loop Assembly Furnish & Install Type A IMSA # 51-7	F/I	AS		\$1,022.00
173	660-2-102	Loop Assembly Furnish & Install Type B IMSA # 51-7	F/I	AS		\$944.00
174	660-2-103	Loop Assembly Furnish & Install Type C IMSA # 51-7	F/I	AS		\$1,057.00
175	660-2-104	Loop Assembly Furnish & Install Type D IMSA # 51-7	F/I	AS		\$1,057.00
176	660-2-105	Loop Assembly Furnish & Install Type E IMSA # 51-7	F/I	AS		\$1,086.00
177	660-2-106	Loop Assembly Furnish & Install Type F IMSA # 51-7	F/I	AS		\$934.00
178	660-2-107	Loop Assembly Furnish & Install Type G IMSA # 51-7	F/I	AS		\$7,482.00
179	Lake 0002	AWG #14 Loop lead-in cable IMSA # 50-2	F/I	LF		\$7.35
180	Lake 0003	6 pair overhead beldon AWG #14, IMSA # 20-2	F/I	LF		\$2.10
	660-3-AB	VEHICLE DETECTOR ASSEMBLY MICROWAVE				
181	660-3-11	Vehicle Detection System-Microwave, Furnish & Install Cabinet Equipment	F/I	EA		\$8,042.00
182	660-3-12	Vehicle Detection System-Microwave, Furnish & Install, Above Ground Equipment	F/I	EA		\$8,621.00
183	660-3-31	Vehicle Detection System-Microwave, Install Only-FDOT Furnished Cabinet Equipment	I/O	EA		\$1,743.00
184	660-3-32	Vehicle Detection System-Microwave, Install Only-FDOT Furnished, Above Ground Equipment	I/O	EA		\$1,936.00

185	660-3-41	Vehicle Detection System-Microwave, Relocate Cabinet Equipment		EA		\$1,936.00
186	660-3-42	Vehicle Detection System-Microwave, Relocate Above Ground Equipment		EA		\$2,215.00
187	660-3-51	Vehicle Detection System-Microwave, Adjust & Modify, Cabinet Equipment		EA		\$1,001.00
188	660-3-52	Vehicle Detection System-Microwave, Adjust & Modify, Above Ground Equipment		EA		\$1,235.00
189	660-3-60	Vehicle Detection System-Microwave, Remove, Complete System	R	EA		\$1,452.00
	660-4-AB	VEHICLE DETECTOR SYSTEM - VIDEO				
190	660-4-11	Vehicle Detection System-Video, Furnish & Install Cabinet Equipment - Iteris	F/I	EA		\$3,685.00
191	660-4-LC1	Vehicle Detection System-Video, Install Cabinet Equipment - Iteris	I/O	EA		\$927.00
192	660-4-12	Vehicle Detection System-Video, Furnish & Install Above Ground Equipment - Iteris	F/I	EA		\$3,114.00
193	660-4-LC2	Vehicle Detection System-Video, Install Above Ground Equipment - Iteris	I/O	EA		\$757.00
194	660-4-12	Vehicle Detection System-Video, Furnish & Install Above Ground Equipment - Versi-Cam	F/I	EA		\$3,488.00
195	660-4-41	Vehicle Detection System-Video, Relocate Cabinet Equipment		EA		\$1,391.00
196	660-4-42	Vehicle Detection System-Video, Relocate Above Ground Equipment		EA		\$1,283.00
197	660-4-51	Vehicle Detection System-Video, Adjust/Modify Cabinet Equipment		EA		\$1,584.00
198	660-4-52	Vehicle Detection System-Video, Adjust/Modify Above Ground Equipment		EA		\$1,096.00
199	660-4-60	Vehicle Detection System-Video, Remove	R	EA		\$1,136.00
	660-5-AB	VEHICLE DETECTION SYSTEM - WIRELESS MAGNATOMETER				
200	660-5-11	Vehicle Detection System-Wireless Magnetometer, Furnish & Install, Cabinet Equipment	F/I	EA		\$7,453.00
201	660-5-12	Vehicle Detection System-Wireless Magnetometer, Furnish & Install, Above Ground Equipment	F/I	EA		\$6,634.00
202	660-5-13	Vehicle Detection System-Wireless Magnetometer, Furnish & Install, In-Road Electronics	F/I	EA		\$823.00

203	660-45-41	Vehicle Detection System-Wireless Magnetometer, Relocate, Cabinet Equipment		EA		\$238.00
204	660-5-42	Vehicle Detection System-Wireless Magnetometer, Relocate, Above Ground Equipment		EA		\$397.00
205	660-5-51	Vehicle Detection System-Wireless Magnetometer, Adjust/Modify, Cabinet Equipment		EA		\$159.00
206	660-5-62	Vehicle Detection System-Wireless Magnetometer, Remove Above Ground Equipment	R	EA		\$397.00
	660-6-ABC	VEHICLE DETECTION SYSTEM-AVI-AUTOMATIC VEHICLE IDENTIFICATION				
207	660-6-111	Vehicle Detection System-AVI, Transponder, Furnish & Install, Cabinet Equipment	F/I	EA		\$5,941.00
208	660-6-112	Vehicle Detection System-AVI, Transponder, Furnish & Install, Above Ground Equipment	F/I	EA		\$6,327.00
209	660-6-121	Vehicle Detection System-AVI, Bluetooth, Furnish & Install, Cabinet Equipment	F/I	EA		\$14,040.00
210	660-6-122	Vehicle Detection System-AVI, Bluetooth, Furnish & Install, Above Ground Equipment	F/I	EA		\$5,560.00
211	660-6-311	Vehicle Detection System-AVI, Transponder, Install Only, Cabinet Equipment	I/O	EA		\$728.00
212	660-6-312	Vehicle Detection System-AVI, Transponder, Install Only, Above Ground Equipment	I/O	EA		\$2,378.00
213	660-6-321	Vehicle Detection System-AVI, Bluetooth, Install Only, FDOT Furnished, Cabinet Equipment	I/O	EA		\$728.00
214	660-6-322	Vehicle Detection System-AVI, Bluetooth, Install Only, FDOT Furnished, Above Ground Equipment	I/O	EA		\$910.00
215	660-6-411	Vehicle Detection System-AVI, Transponder, Relocate, Cabinet Equipment		EA		\$910.00
216	660-6-412	Vehicle Detection System-AVI, Transponder, Relocate, Above Ground Equipment		EA		\$2,857.00
217	660-6-421	Vehicle Detection System-AVI, Bluetooth, Relocate, Cabinet Equipment		EA		\$1,125.00
218	660-6-422	Vehicle Detection System-AVI, Bluetooth, Relocate, Above Ground Equipment		EA		\$1,030.00

219	660-6-500	Vehicle Detection System-AVI, Adjust/Modify Complete System		EA		\$1,125.00
220	660-6-511	Vehicle Detection System-AVI, Adjust Modify, Transponder, Cabinet Equipment		EA		\$579.00
221	660-6-512	Vehicle Detection System-AVI, Adjust Modify, Transponder, Above Ground Equipment		EA		\$579.00
222	660-6-521	Vehicle Detection System-AVI, Adjust Modify, Bluetooth, Cabinet Equipment		EA		\$579.00
223	660-6-522	Vehicle Detection System-AVI, Adjust Modify, Bluetooth, Above Ground Equipment		EA		\$579.00
224	660-6-600	Vehicle Detection System-AVI, Remove Complete System	R	EA		\$546.00
	663- 1-ABC	SIGNAL PRIORITY AND PREEMPTION SYSTEMS				
225	663-1-111	Signal Priority And Preemption System, Furnish & Install, Optical, Cabinet Electronics	F/I	EA		\$6,125.00
226	663-1-112	Signal Priority And Preemption System, Furnish & Install, Optical, Detector	F/I	EA		\$1,762.00
227	663-1-121	Signal Priority And Preemption System, Furnish & Install, GPS, Replace Cabinet Electronics	F/I	EA		\$6,489.00
228	663-1-122	Signal Priority And Preemption System, Furnish & Install, GPS Detector	F/I	EA		\$4,951.00
229	663-1-400	Signal Priority And Preemption, Relocate		EA		\$862.00
230	663-1-500	Signal Priority And Preemption, Adjust/Modify		EA		\$757.00
231	663-1-600	Signal Priority And Preemption, Remove	R	EA		\$379.00
	665-1-AB	PEDESTRIAN DETECTOR				
232	665-1-11	Pedestrian Detector, Furnish & Install, Standard	F/I	EA		\$258.00
233	665-1-12	Pedestrian Detector, Furnish & Install, Accessible	F/I	EA		\$4,799.00
234	665-1-30	Pedestrian Detector, Install Only	I/O	EA		\$77.00
235	665-1-40	Pedestrian Detector, Relocate				\$115.00
236	665-1-50	Pedestrian Detector, Adjust/Modify on Existing Pole				\$115.00
237	665-1-60	Pedestrian Detector, Remove, Pedestrian Pole to Remain	R			\$75.50
	670-4-A	INTERSECTION CONTROL BEACON CONTROLLER ASSEMBLY (FORMERLY FLASHING BEACON)				
238	670-4-1	Intersection Control Beacon Controller Assembly, Furnish & Install	F/I	AS		\$1,593.00
	670-5-ABC	TRAFFIC CONTROLLER ASSEMBLY (CONTROLLER WITH CABINET)				

239	670-5-110	Traffic Controller Assembly, Furnish & Install, NEMA (For Lake County, Naztec)	F/I	AS		\$29,033.00
240	670-5-111	Traffic Controller Assembly, Furnish & Install, NEMA (For Lake County, Naztec) 1 Preemption	F/I	AS		\$29,033.00
241	670-5-112	Traffic Controller Assembly, Furnish & Install, NEMA (For Lake County, Naztec) 2 Preemption	F/I	AS		\$29,033.00
242	670-5-130	Traffic Controller Assembly Furnish & Install, Lake County Special Type 4 Pole Mounted Naztech	F/I	AS		\$7,794.00
243	670-5-300	Traffic Signal Controller Assembly, Install Only	I/O	AS		\$2,773.00
244	670-5-400	Traffic Signal Controller Assembly, Modify		AS		\$960.00
245	670-5-500	Traffic Signal Controller Assembly, Relocate Controller With Cabinet		AS		\$3,236.00
246	670-5-600	Traffic Signal Controller Assembly, Remove Controller With Cabinet	R	AS		\$1,281.00

Note: Bid Naztec (Trafficware Inc.) Traffic Signal Controller Assembly Equipment

	671-2-AB	Traffic Controller (Controller Without Cabinet)				
247	671-2-11	Traffic Controller Without Cabinet, Furnish & Install In Existing Cabinet, NEMA (Naztec) Ethernet Enabled, TS-2 Type 2	F/I	EA		\$6,372.00
248	671-2-30	Traffic Controller Without Cabinet, Install Only	I/O	EA		\$742.00
249	671-2-40	Traffic Controller Without Cabinet, Modify		EA		\$775.00
250	671-2-50	Traffic Controller Without Cabinet, Relocate		EA		\$682.00
251	671-2-60	Traffic Controller Remove, Cabinet to Remain	R	EA		\$185.00

Note: Bid Naztec (Trafficware Inc.) Traffic Signal Controller Equipment

	676-1-ABB	TRAFFIC SIGNAL CONTROLLER CABINET (CABINET WITHOUT CONTROLLER)				
252	676-1-111	Traffic Signal Controller Cabinet, Furnish & Install Without Controller NEMA Size/Type 1, 16"W X 24"H X 12"D	F/I	EA		\$5,862.00
253	676-1-113	Traffic Signal Controller Cabinet, Furnish & Install Without Controller NEMA Size/Type 3, 24"W X 40"H X 15"D	F/I	EA		\$7,175.00

254	676-1-115	Traffic Signal Controller Cabinet, Furnish & Install Without Controller NEMA Size/Type 5, 30"W X 48"H X 16"D	F/I	EA		\$36,062.00
255	676-1-116	Traffic Signal Controller Cabinet, Furnish & Install Without Controller NEMA Size/Type 6, 44"W X 52"H X 24"D	F/I	EA		\$36,062.00
256	676-1-131	Traffic Signal Controller Cabinet, Furnish & Install Without Controller NEMA, Unwired, Size/Type 1, 16"W X 24"H X 12"D	F/I	EA		\$5,206.00
257	676-1-135	Traffic Signal Controller Cabinet, Furnish & Install Without Controller, NEMA, Unwired, Size/Type 5, 30"W X 48"H X 16"D	F/I	EA		\$36,062.00
258	676-1-300	Traffic Signal Controller Cabinet, Unwired, Install Only	I/O	EA		\$3,236.00
259	676-1-500	Traffic Signal Controller Cabinet, Unwired, Adjust/Modify		EA		\$1,422.00
260	676-1-600	Traffic Signal Controller Cabinet, Unwired, Remove	R	EA		\$615.00
	676-2-ABC	ITS CABINET				
261	676-2-111	ITS Cabinet, Furnish & Install, Pole Mount, 336, 24"W X 36"H X 29"D	F/I	EA		\$5,051.00
262	676-2-112	ITS Cabinet, Furnish & Install, Pole Mount, 336S, 24"W X 46"H X 22"D	F/I	EA		\$5,051.00
263	676-2-121	ITS Cabinet, Furnish & Install, Pole Mount with Sunshield, 336, 24"W X 36"H X 20"D	F/I	EA		\$5,051.00
264	676-2-122	ITS Cabinet, Furnish & Install, Pole Mount with Sunshield, 336S, 24"W X 46"H X 22"D	F/I	EA		\$5,051.00
265	676-2-123	ITS Cabinet, Furnish & Install, Pole Mount with Sunshield, 334, 24"W X 66"H X 30"D	F/I	EA		\$6,035.00
266	676-2-131	ITS Cabinet, Furnish & Install, Base Mount, 336, 24"W X 36"H X 20"D	F/I	EA		\$7,294.00
267	676-2-132	ITS Cabinet, Furnish & Install, Base Mount, 336S, 24"W X 46"H X 22"D	F/I	EA		\$7,294.00
268	676-2-141	ITS Cabinet, Furnish & Install, Base Mount With Sunshield,, 336, 24"W X 36"H X 20"D	F/I	EA		\$7,294.00
269	676-2-142	ITS Cabinet, Furnish & Install, Base Mount With Sunshield,, 336S, 24"W X 46"H X 22"D	F/I	EA		\$7,294.00

270	676-2-143	ITS Cabinet, Furnish & Install, Base Mount, 334, 24"W X 66"H X 30"D	F/I	EA		\$7,733.00
271	676-2-144	ITS Cabinet, Furnish & Install, Base Mount, 340, 44"W X 60"H X 25"D	F/I	EA		\$13,185.00
272	676-2-300	ITS Cabinet, Install Only	I/O	EA		\$3,236.00
273	676-2-400	ITS Cabinet, Relocate		EA		\$3,700.00
274	676-2-500	ITS Cabinet, Adjust/Modify		EA		\$1,855.00
275	676-2-600	ITS Cabinet, Remove	R	EA		\$615.00
	680-1-ABC	SYSTEM CONTROL EQUIPMENT				
276	680-1-112	System Control Equipment, Furnish & Install, Adaptive Signal Control System- NEMA Cabinet Equipment	F/I	EA	T	\$38,001.00
277	680-1-113	System Control Equipment, Furnish & Install, Adaptive Signal Control System- NEMA Above Ground Equipment	F/I	EA	T	\$15,264.00
278	680-1-300	System Control Equipment, Install Only	I/O	EA		\$3,710.00
279	680-1-600	System Control Equipment, Remove Complete System	R	EA	P	\$3,710.00
280	680-1-900	System Control Equipment, Diag And Miscellaneous Repair		EA		\$1,888.00
	682-1-ABC	CCTV CAMERA				
281	682-1-113	ITS CCTV Camera, F&I, Dome PTZ Enclosure - Pressurized, IP, High Definition	F/I	EA		\$6,005.00
282	682-1-133	ITS CCTV Camera, F&I, Dome Enclosure - Non-Pressurized, IP, High Definition	F/I	EA		\$6,005.00
283	682-1-143	ITS CCTV Camera, F&I, External Positioner PTZ - Non-Pressurized, IP, High Definition.	F/I	EA		\$8,456.00
284	682-1-300	ITS CCTV Camera, Install Only	I/O	EA		\$1,162.00
285	682-1-400	ITS CCTV Camera, Relocate		EA		\$3,138.00
	684-1-A	ETHERNET SWITCHES				
286	684-1-1	Managed Field Ethernet Switch	F/I	EA		\$3,184.00
	685-1-AB	UNINTERRUPTIBLE POWER SUPPLY				
287	685-1-13	Uninterruptible Power Supply, Furnish And Install, Line Interactive With Cabinet	F/I	EA		\$9,307.00
288	685-1-14	Uninterruptible Power Supply, Furnish And Install, Online/Double Conversion With Cabinet	F/I	EA		\$9,307.00
	700-1-AB	SINGLE POST SIGN				
289	700-1-11	SINGLE POST SIGN, F&I CUSTOM, UP TO 12 SF	F/I	AS		\$446.00
290	700-1-12	SINGLE POST SIGN, F&I CUSTOM, 12-20 SF	F/I	AS		\$1,726.00

291	700-1-13	SINGLE POST SIGN, F&I CUSTOM, 21-30 SF	F/I	AS		\$2,835.00
292	700-1-14	SINGLE POST SIGN, F&I CUSTOM, 31+ SF	F/I	AS		\$5,315.00
293	700-1-21	SINGLE POST SIGN, F&I BARRIER MOUNT INDEX 11871 UP TO 12 SF	F/I	AS		\$5,743.00
294	700-1-22	SINGLE POST SIGN, F&I BARRIER MOUNT INDEX 11871 12-20 SF	F/I	AS		\$5,907.00
295	700-1-31	SINGLE POST SIGN, F&I BRIDGE MOUNT INDEX 11870, UP TO 12 SF	F/I	AS		\$5,743.00
296	700-1-32	SINGLE POST SIGN, F&I BRIDGE MOUNT INDEX 11870, 12-20 SF	F/I	AS		\$5,907.00
297	700-1-33	SINGLE POST SIGN, F&I BRIDGE MOUNT INDEX 11870, 21-30 SF	F/I	AS		\$5,907.00
298	700-1-40	SINGLE POST SIGN, INSTALL	I/O	AS		\$261.00
299	700-1-50	SINGLE POST SIGN, RELOCATE		AS		\$261.00
300	700-1-60	SINGLE POST SIGN, REMOVE	R	AS		\$196.00
301	700-1-80	SINGLE POST SIGN, REPAIR		AS		\$282.00
302	700-1-18	SINGLE POST SIGN, F&I GROUND MOUNT, IN-STREET FLEXIBLE POST SIGN	F/I	AS		\$203.00
303	700-1-87	SINGLE POST SIGN, REPAIR- REPLACE POST, USE EXISTING SIGN PANEL		AS		\$282.00
	700-5-AB	INTERNALLY ILLUMINATED SIGN AND BEACONS				
304	700-5-21	INTERNALLY ILLUMINATED SIGN, OVERHEAD MOUNT, UP TO 12 SF	F/I	EA		\$3,202.00
305	700-5-22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	F/I	EA		\$3,727.00
306	700-5-40	INTERNALLY ILLUMINATED SIGN, INSTALL- FURNISHED BY FDOT	F/I	EA		\$543.00
307	700-5-50	INTERNALLY ILLUMINATED SIGN, RELOCATE		EA		\$990.00
308	700-5-60	INTERNALLY ILLUMINATED SIGN, REMOVE	R	EA		\$151.00
309	700-12-11	SIGN BEACON, GROUND MOUNT- AC POWERED, ONE BEACON	F/I	AS		\$3,378.00
310	700-12-12	SIGN BEACON, GROUND MOUNT- AC POWERED, TWO BEACONS	F/I	AS		\$3,936.00
311	700-12-21	SIGN BEACON, F&I GROUND MOUNT- SOLAR POWERED, ONE BEACON	F/I	AS		\$5,244.00

312	700-12-22	SIGN BEACON, F&I GROUND MOUNT- SOLAR POWERED, TWO BEACONS	F/I	AS		\$6,045.00
313	700-11-391	ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL OVERHEAD MOUNT- AC POWERED, BLANK OUT SIGN, UP TO 12 SF	F/I	AS		\$5,770.00
	706-1-AB	RETRO-REFLECTIVE PAVEMENT MARKERS				
314	706-1-42	RETRO-REFLECTIVE PAVEMENT MARKERS		EA		\$5.80
	710-1A-BCD	PAINTED PAVEMENT MARKINGS				
315	710-12-101	PAINTED PAVEMENT MARKINGS, DURABLE PAINT, WHITE, SOLID, 6" MAINTENANCE USE		GM		\$2,314.00
316	710-12-102	PAINTED PAVEMENT MARKINGS, DURABLE PAINT, WHITE, SOLID, 8" WIDE FOR INTERCHANGE AND URBAN ISLAND-MAINTENANCE USE		GM		\$2,893.00
317	710-12-131	PAINTED PAVEMENT MARKINGS, DURABLE PAINT, WHITE, 10-30 OR 3-9 SKIP, 6" WIDE- MAINTENANCE USE		GM		\$810.00
318	710-12-201	PAINTED PAVEMENT MARKINGS, DURABLE PAINT, YELLOW, SOLID, 6" WIDE, MAINTENANCE USE		GM		\$2,314.00
319	710-12-231	PAINTED PAVEMENT MARKINGS, DURABLE, YELLOW, SKIP, 6"		GM		\$810.00
320	710-12-421	PAINTED PAVEMENT MARKINGS, DURABLE, BLUE, SOLID FOR PARKING LOT- ACCESSIBLE MARKINGS, 6"		LF		\$2.30
321	710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE		LS/LS		\$5,207.00
	711-1A-BCD	THERMOPLASTIC MARKINGS				
322	711-11-102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND		GM		\$6,364.00
323	711-11-103	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR INTERCHANGE MARKINGS		GM		\$17,357.00
324	711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT		LF		\$9.25
325	711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS		LF		\$10.50

326	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK		LF		\$11.50
327	711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"		GM		\$4,050.00
328	711-11-144	THERMOPLASTIC, STANDARD, WHITE, 2-2 DOTTED GUIDELINE, 12" FOR ROUNDABOUT		GM		\$4,629.00
329	711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL		EA		\$231.00
330	711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW		EA		\$116.00
331	711-11-180	THERMOPLASTIC, STANDARD, WHITE, YIELD LINE		LF		\$23.00
332	711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON		LF		\$10.50
333	711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"		GM		\$4,050.00
334	711-11-421	THERMOPLASTIC, STANDARD, BLUE, SOLID, 6"		LF		\$4,050.00
335	711-14-123	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12" FOR CROSSWALK		LF		\$14.00
336	711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK		LF		\$28.00
337	711-14-141	THERMOPLASTIC, PREFORMED, WHITE, 2-4 DOTTED GUIDELINE ON CONCRETE SURFACES		GM		\$17,357.00
338	711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE		EA		\$579.00
339	711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROWS		EA		\$289.00
340	711-14-341	THERMOPLASTIC, PREFORMED, BLACK, 2-4 DOTTED GUIDELINE ON CONCRETE SURFACES		GM		\$17,357.00
341	711-14-560	THERMOPLASTIC, PREFORMED, WHITE WITH BLACK CONTRAST ON CONCRETE PAVEMENT, MESSAGE OR SYMBOL		EA		\$1,157.00

342	711-14-570	THERMOPLASTIC, PREFORMED, WHITE WITH BLACK CONTRAST, ARROW ON CONCRETE SURFACE		EA		\$579.00
343	711-14-660	THERMOPLASTIC, PREFORMED, MULTI COLOR ROUTE SHIELD		EA		\$3,009.00
344	711-15-101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"		GM		\$6,017.00
345	711-15-102	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SOLID, 8"		GM		\$7,174.00
346	711-15-131	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP		GM		\$2,083.00
347	711-15-133	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SKIP, 12"- APPROACH TO TOLL PLAZA OR 3-9 LANE DROP		GM		\$4,629.00
348	711-15-201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"		GM		\$6,017.00
349	711-15-202	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES YELLOW, SOLID, 8"		GM		\$7,174.00
350	711-15-231	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SKIP, 6"		GM		\$2,083.00
351	711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"		GM		\$5,207.00
352	711-16-102	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"		GM		\$6,364.00
353	711-16-131	THERMOPLASTIC, OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP		GM		\$1,851.00
354	711-16-133	THERMOPLASTIC, STANDARD-OTHER SURFACES WHITE, SKIP, 12"- APPROACH TO TOLL PLAZA OR 3-9 LANE DROP		GM		\$2,546.00
355	711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"		GM		\$5,207.00
356	711-16-202	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 8"		GM		\$6,364.00

357	711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"		GM		\$1,851.00
358	711-17-1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS		SF		\$5.80
	713-1AA-BCD	PERMANENT TAPE				
359	713-103-101	PERMANENT TAPE, WHITE, SOLID, 6" FOR CONCRETE BRIDGES		GM		\$27,771.00
360	713-103-102	PERMANENT TAPE, WHITE, SOLID, 8" EXIT LANE AT INTERCHANGE ON CONCRETE PAVEMENT		GM		\$34,714.00
361	713-103-103	PERMANENT TAPE, WHITE, SOLID DROP LANE MARKING, 12" FOR CONCRETE BRIDGES,		GM		\$55,542.00
362	713-103-131	PERMANENT TAPE, WHITE, SKIP/DOTTED, 6" FOR CONCRETE SURFACES		GM		\$13,886.00
363	713-103-133	PERMANENT TAPE, WHITE, SKIP, 12" WIDE 3'-9" DROP LANE ON CONCRETE SURFACES		GM		\$23,143.00
364	713-103-201	PERMANENT TAPE, YELLOW, SOLID, 6" FOR CONCRETE BRIDGES		GM		\$27,771.00
365	713-103-231	PERMANENT TAPE, YELLOW, 10-30 SKIP/ 3-9 DOTTED, 6" FOR CONCRETE SURFACES		GM		\$13,886.00
366	713-103-331	PERMANENT TAPE, BLACK, SKIP/DOTTED, 6" FOR CONCRETE SURFACES		GM		\$13,886.00
367	713-103-333	PERMANENT TAPE, BLACK, 3'-9" DROP LANE, 12" ON CONCRETE SURFACES		GM		\$27,771.00
368	713-107	PREFORMED/PERMANENT TAPE, REMOVE		SF		\$9,257.00
	715-5-AB	LUMINAIRE & BRACKET ARM				
369	715-5-30	LUMINAIRE & BRACKET ARM	I/O	EA		\$378.00
370	715-5-31	LUMINAIRE & BRACKET ARM - ALUMINUM, FURNISH & INSTALL NEW LUMINAIRE AND ARM ON NEW/EXISTING POLE	F/I	EA		\$1,691.00
	999	STREET NAME SIGN ARM				
371	999	Street Name Sign Arm	F/I	EA		\$1,858.00
TOTAL COST OF ALL LINE ITEMS IN GROUP 1						\$3,063,298.65

Group 2

Maintenance

Item No.	Description	Unit Prices
----------	-------------	-------------

Lake M-2-R	LEVEL II TECHNICIAN, W/BUCKET TRUCK REGULAR TIME	PER/HR	\$143.00
Lake M-2-O	LEVEL II TECHNICIAN, W/BUCKET TRUCK OVERTIME	PER/HR	\$171.00
Lake M-1-R	LEVEL I TECHNICIAN, W/BUCKET TRUCK REGULAR TIME	PER/HR	\$133.00
Lake M-1-O	LEVEL I TECHNICIAN, W/BUCKET TRUCK OVERTIME	PER/HR	\$156.00
Lake M-H-R	HELPER REGULAR TIME	PER/HR	\$35.00
Lake M-H-O	HELPER OVERTIME	PER/HR	\$52.50

REGULAR BUSINESS HOURS, MON THROUGH FRI, 7AM – 5PM

Lake T-1-R	TECHNICIAN, LEVEL 1	PER/HR	\$80.50
Lake T-2-R	TECHNICIAN, LEVEL II	PER/HR	\$90.50
Lake T-3-R	TECHNICIAN, LEVEL III	PER/HR	\$135.00

AFTER HOURS 5PM – 7AM

Lake T-1-O	TECHNICIAN, LEVEL I	PER/HR	\$104.00
Lake T-2-O	TECHNICIAN, LEVEL II	PER/HR	\$119.00
Lake T-3-O	TECHNICIAN, LEVEL III	PER/HR	\$185.00



Solicitation Number: **21-0538**

Solicitation Title: **Traffic Signal Maintenance and Repair**

Open Date: **May 28, 2021, 12:00:00 AM**

Close Date: **Jun 24, 2021, 3:00:00 PM**

Firm Name	Location
Traffic Control Devices, Inc.	Altamonte Springs, FL
Traffic Engineering and Management, LLC (dba Control Specialists)	Winter Park, FL



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 28, 2023		
Agenda Item Name		
Piggyback Purchase of Playground Equipment		
Requested Action		
Requesting approval to purchase playground equipment for Hancock Park from contract number 2017001134 from OMNIA Partners with GameTime.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from OMNIA Partners number 2017001134, to purchase playground equipment for Hancock Park. In accordance with the direction of the City Council, the Procurement Services Department issued a Request for Interest (RFI) number 23-053 to notify local vendors of the City's intent to utilize another governmental agency contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. The OMNIA Partners contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy. The contract terms are through June 30, 2024 with options for additional renewals. Based on this, staff recommends that Council approve the piggyback purchase of playground equipment for Hancock Park contract number 2017001134. The estimated annual amount is \$59,987.03. The use of piggyback contracts is allowed under the Purchasing Policy, Section E.9, and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual usage does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
The playground equipment is included in the current fiscal year approved budget. Department Account Code: 10542-66301-72906		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Hancock Park	Hancock Park .pdf	
2. RFI 23-053	RFI 23-053.pdf	



Playpalette: Gum Drop

2/7/23
Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

Hancock Park Playground

City of Clermont, FL

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www.playdrp.com



Playpalette: Gum Drop

2/7/23
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www.gametime.com

Hancock Park Playground

City of Clermont, FL

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www.playdrp.com



Playpalette: Gum Drop

2/7/23

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Hancock Park Playground

City of Clermont, FL

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www.gametime.com



www.playdrp.com



Playpalette: Gum Drop

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2/7/23

Hancock Park Playground

City of Clermont, FL

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Playpalette: Gum Drop

2/7/23
Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

Hancock Park Playground

City of Clermont, FL

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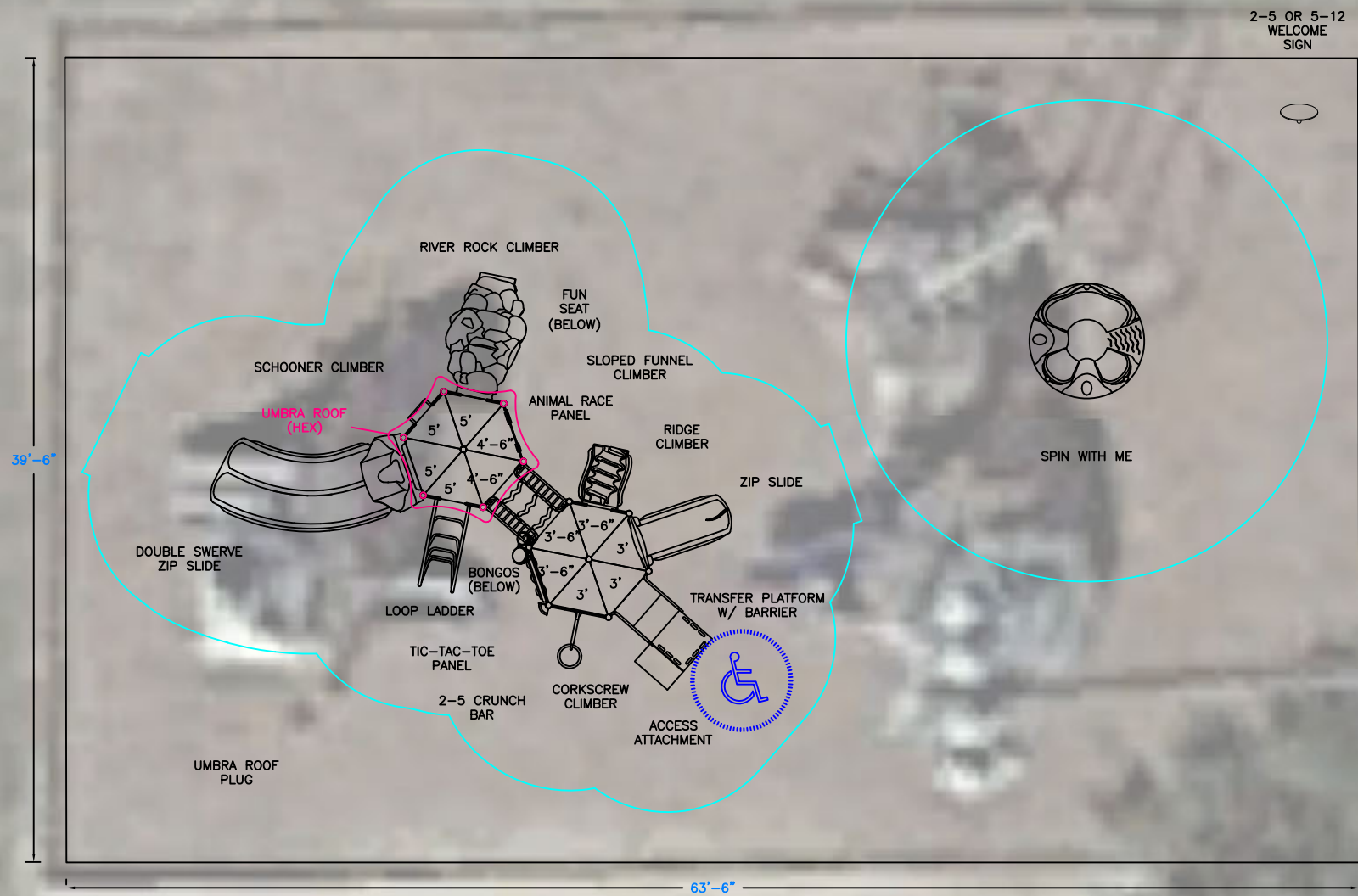
www.playdrp.com



Playpalette: Gum Drop

2/7/23
Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Conceptual Drawing ONLY



Existing Swings
to remain



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

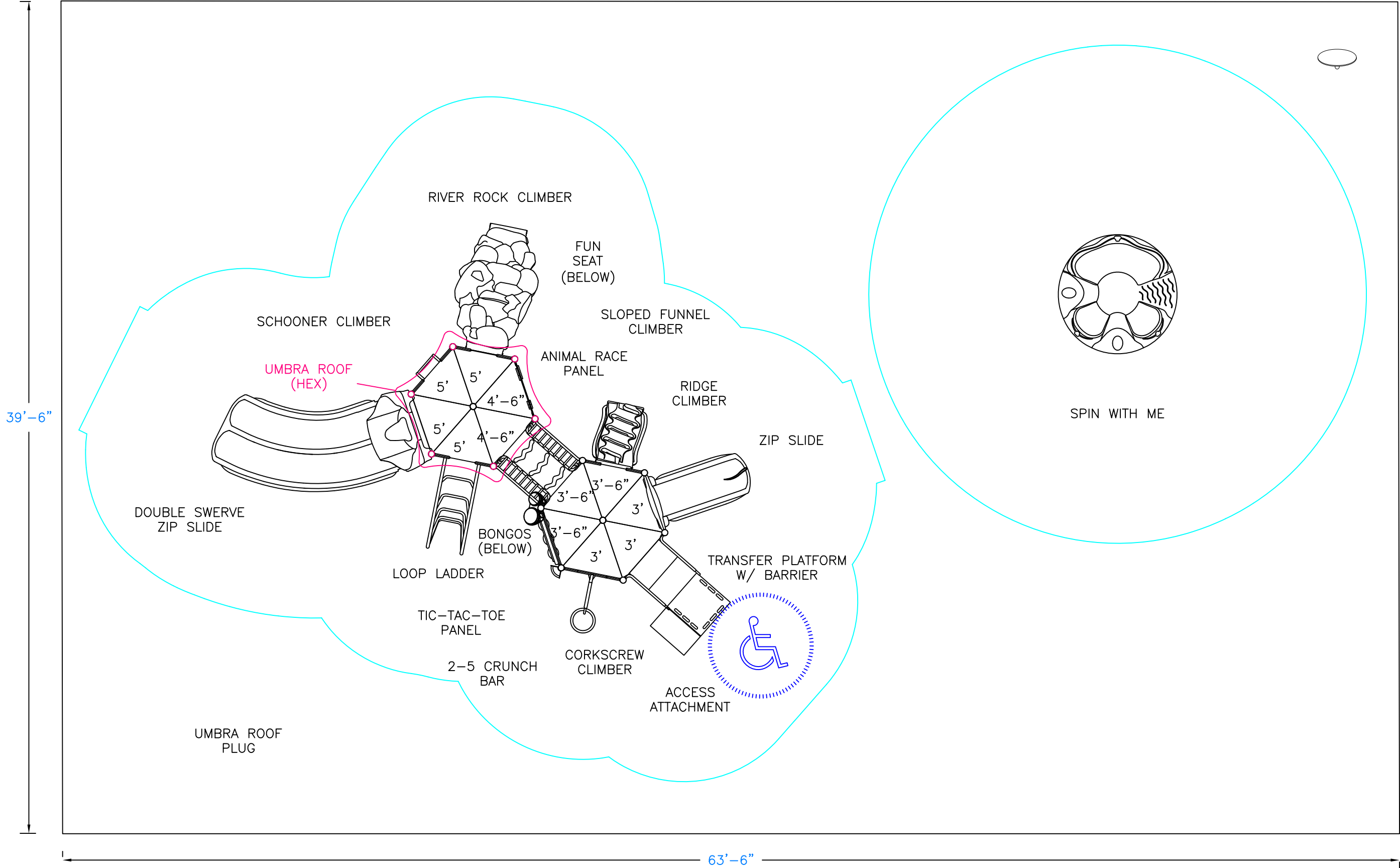
Hancock Park
City of
Clermont
Representative
DRP

This play
equipment is
recommended
for children ages
2-5 & 5-12

Minimum Area Required:
see drawing
Scale: NTS
This drawing can be
scaled only when in
an 18" x 24" format

IMPORTANT: Soft resilient surfacing
should be placed in the use zones of all
equipment, as specified for each type of
equipment, and at depths to meet the
critical fall heights as specified by the U.S.
consumer Product Safety Commission,
ASTM standard F 1487 and Canadian
Standard CAN/CSA-Z-614

Drawn By:
gw
Date:
02/07/2023
Drawing Name:
Hancock Park





GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

02/07/2023
Quote #
104754-01-01

Hancock Park Playground

City of Clermont
Attn: Joe McMahon
400 12th Street
Clermont, FL 34711
Phone: 352-394-7177
Fax: 352-394-8776
jmcmahon@clermontfl.org

Ship to Zip 34711

Quantity	Part #	Description	Unit Price	Amount
		- <i>Removal of existing equipment and footers by owner. Site access for construction equipment and staging area must be provided by owner.</i>		
1	4854	GameTime - Accessible Playcurb	\$550.00	\$550.00
7	4850	GameTime - 8" Playcurb Pkg- replacement for damaged existing 4' curbs	\$81.00	\$567.00
1	5180	GameTime - Welcome Sign (2-5 or 5-12)	\$713.00	\$713.00
1	6373	GameTime - Spin With Me	\$6,495.00	\$6,495.00
1	RDU	GameTime - Custom PrimeTime System- ages 2-5 & 5-12	\$42,452.00	\$42,452.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2020 7th Ed Building Code Drawings	\$1,250.00	\$1,250.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>	\$17,415.00	\$17,415.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>	\$1,400.00	\$1,400.00
			Sub Total	\$70,842.00
			Discount	(\$14,201.28)
			Freight	\$3,346.31
			Total	\$59,987.03

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
For questions or to order please call - 800-432-0162 ext. 101 ginaw@gametime.com

All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.

All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.

For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](http://OmniaPartnersPublicSectorGameTime)

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

02/07/2023
Quote #
104754-01-01

Hancock Park Playground

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

ORDER INFORMATION

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

E-Mail: _____ Purchase Amount: **\$59,987.03**



REQUEST FOR INFORMATION

RFI 23-053

INTENT TO UTILIZE THE OMNIA PARTNERS CONTRACT TO PURCHASE PLAYGROUND EQUIPMENT

City of Clermont
685 W. Montrose Street
Clermont, FL 34711

RELEASE DATE: February 16, 2023

DEADLINE FOR QUESTIONS: February 24, 2023

RESPONSE DEADLINE: February 24, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/clermontfl>

City of Clermont
REQUEST FOR INFORMATION
Intent to Utilize the OMNIA Partners Contract to Purchase
Playground Equipment

- I. Introduction
- II. Response Procedures.....

1. INTRODUCTION

Thank you for your interest in doing business with the City of Clermont. If you are interested in preparing a response to this Request For Information, please read the solicitation package in its entirety prior to submitting a response.

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

All respondents must be registered with the Florida Department of State and licensed to do business in the State of Florida.

1.1. Summary

Intent to Utilize the OMNIA Partners Contract to Purchase Playground Equipment

1.2. Contact Information

Joe McMahon

Public Service Manager

400 12th St

Clermont, FL 34711

Email: jmcmahon@clermontfl.org

Phone: [\(352\) 394-7177](tel:(352)394-7177) Ext: 4409

Department:

Public Services - Public Works

1.3. Timeline

Solicitation Release Date	February 16, 2023
Question Deadline	February 24, 2023, 12:00pm
Response Deadline	February 24, 2023, 3:00pm

2. RESPONSE PROCEDURES

2.1. Standard RFI

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

- A. Company Name: GameTime
- B. Contract Number and Title: 2017001134
- C. Length of Contract: through June 30, 2024
- D. Product or Service Provided: Playground equipment for Hancock Park
- E. Estimated Annual Expenditure: \$59,987.03

If you're a local vendor, please contact the Procurement Services Director by email prior to Friday, February 24, 2023 to advise whether your company can provide any of the products or services mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or service described. Respondents are not to provide pricing. All responses will be evaluated by the Procurement Services 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.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 28, 2023		
Agenda Item Name		
Resolution No. 2023-008R		
Requested Action		
Request approval of Resolution No. 2023-008R to amend the Fiscal Year 2023 budget.		
Staff Report		
Resolution No. 2023-008R is proposed to amend the Fiscal Year 2023 Budget. This resolution formally amends the annual budget for Council Actions since October 2022 with the subsequent requested updates to the Fiscal Year 2023 annual budget. This resolution amends the budget for the General Fund, Sanitation Fund, and CRA Fund. This resolution will result in an overall decrease to fund balance for the General Fund to the amount of \$95,461.		
Additional Analysis		
Fiscal Impact Summary		
The total decrease to fund balance for all funds is \$95,461.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2023-008R BA#2 Amendment 2 (02.21.2023)	2023-008R BA#2 Amendment 2 (02.21.2023).pdf	



**CITY OF CLERMONT
RESOLUTION NO 2023-008R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING BUDGET
AMENDMENTS FOR THE CITY OF CLERMONT FOR FISCAL YEAR
2022-2023**

WHEREAS, it is hereby found and determined by the City Council of the City of Clermont, Lake County, Florida, that the following budget amendments are necessary for the Fiscal Year October 1, 2022 to September 30, 2023:

GENERAL FUND

General Fund Revenue Account Description	2023 Current Budget	Proposed Budget Amendments	Total 2023 Revised Budget
Police			
Federal Grants Pblc Safety-Breach 21050	-	\$6,608	\$6,608
Federal Grants-Pblc Safety-FDOT 21051	-	\$65,000	\$65,000
General Fund Revenues	-	\$71,608	\$71,608

General Fund Expense Account Description	2023 Current Budget	Proposed Budget Amendments	Total 2023 Revised Budget
Police			
Cap Eqpmnt-Breaching Door 21050	-	\$9,069	\$9,069
Cap Eqpmnt-FDOT Speed Grant 21051	-	\$45,000	\$45,000
Police OT-FDOT Speed Grant 21051	-	\$18,512	\$18,512
Police FICA-FDOT Speed Grant 21051	-	\$1,421	\$1,421
Defined Contribution Pension 21051	-	\$67	\$67
Ending Reserves	\$10,294,260	(\$2,461)	\$10,291,799
General Fund Expenses	-	\$74,069	\$74,069

GENERAL FUND BALANCE – Net Decrease of \$2,461



**CITY OF CLERMONT
RESOLUTION NO 2023-008R**

SANITATION FUND

Sanitation Fund Expense Account Description	2023 Current Budget	Proposed Budget Amendments	Total 2023 Revised Budget
Cap Out-Vehicles	\$515,000	\$93,000	\$608,000
Ending Reserves	\$3,871,031	(\$93,000)	\$3,778,031
Sanitation Fund Expenses	\$515,000	\$93,000	\$608,000

SANITATION FUND BALANCE – Net Decrease of \$93,000

COMMUNITY REDEVELOPMENT AGENCY FUND

CRA Account Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserves	\$691,066	\$196,500	\$887,566
Contractual Services	-	\$7,500	\$7,500
Audit Services	\$4,000	\$4,000	\$8,000
Capital Professional Services	\$10,933	\$185,000	\$195,933
CRA Fund Expense	\$14,933	\$196,500	\$211,433

COMMUNITY REDEVELOPMENT AGENCY FUND BALANCE – No Change

Change to Fund Balance – All Funds – Net Decrease of \$95,461



**CITY OF CLERMONT
RESOLUTION NO 2023-008R**

NOW, THEREFORE, BE IT RESOLVED, that the above said budget amendments of the City of Clermont for the Fiscal Year 2022-2023 are hereby adopted.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of February, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, February 28, 2023	
Agenda Item Name	
Event, Boat Ramp Closure, Trail Closure, Open Container Request <i>Pig On the Pond</i>	
Requested Action	
Recommend approval of Pig On the Pond to be held October 13, 14, and 15, 2023 to be held at Waterfront Park with open container in approved area, fee waiver, signage on City property, fireworks, staff assistance and trail and boat ramp closure.	
Staff Report	
Recommend approval of Pig On the Pond to be held October 13, 14, and 15, 2023 to be held at Waterfront Park with open container in approved area, fee waiver, signage on City property, fireworks, staff assistance and trail and boat ramp closure. Staff Report: The City Council has designated Pig on the Pond to be a Community Partner Event. Pig on the Pond is requesting the following: *Approval of the event on October 13 (5 p.m.-10 p.m.), 14(10 a.m. - 10 p.m.), 15 (11 a.m.-5 p.m.) at Waterfront Park. *Open container to be permitted in the approved beverage area. Pig on the Pond has agreed to hire the appropriate number of off-duty officers as required by the Clermont Police Department. *A section of the trail to be closed during the course of the event (October 13, 14 and 15). Detour signs will be put up for patrons wishing to use the trail during the closure time. Non- paying individuals will be permitted to walk through and/or dismount from their bicycles and continue along the trail without paying. *Fireworks on the evening of October 14th to be launched from Lake Minneola and will adhere to state, local and DEP requirements. * Boat ramp closure on October 13, 14 and 15 in order to provide ample parking for event attendees. * Fee waivers for the use of Waterfront Park from October 9 through October 16, as well as all permits be waived. As a Community Partner event, the City has waived the fees in the amount of approximately \$20,270.91. * The organization is also requesting to have signage placed by City staff on City property at the following locations 4' x4' Signage - Installed on September 25, 2023 and removed by October 16, 2023 1 NE Corner of Steve's Road and Citrus Tower 1 SE Corner of Steve's Road and Citrus Tower 2 Hwy 50 & Cut Road at the Clermont Water Tower 1 Hwy 50 past 12th Street East- 1 Palm Street entrance to Waterfront Park1 Waterfront Park next to the Splash Park	
Additional Analysis	
Fiscal Impact Summary	
**Below are the estimated fees waived based on previous Pig on the Pond events:	

Waterfront Park Grounds Fees - \$9,900
 Tent Permits - \$130
 Fireworks Permit - \$574
 Fire Department Fees - \$3,160
 Public Works Fees - \$6506.91
 Total provided through Community Partner Event \$20,270.91

Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. POP Application	POP Application.pdf	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date October 17, 2022

Name of Event Pig on the Pond Community Festival

Date(s) of Event October 13-15, 2023 Estimated Attendance: 20,000

Event Start Time: 5 PM, Oct 13, 2023 Event End Time: 5 PM, Oct. 15, 2023

Before Event Setup Time: 8 AM, Oct. 9, 2023 After Event Cleanup Time: 5 PM, Oct. 16, 2023

Name of Organization/Applicant Project Scholars

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-801295983oc-4

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # 54-2079731

Event Contact Paul Rountree, board president Email paulr@bankonmainstreet.com

Day Phone 407-467-0685 Cell Phone Same

Address P.O. Box 121543 City Clermont State FL Zip 34712

Secondary Contact Mike Latham, board vice president Phone # 352-978-5650

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Net proceeds fund four-year scholarships for four south Lake County students each year chosen by Project Scholars.

Briefly Describe Event: Pig on the Pond is a family-friendly, three-day festival at Waterfront Park. The event includes a carnival, live music, fireworks, food and beverages and activities for kids. The purpose of the event is to raise funds for scholarships and to partner with the City of Clermont to provide a signature community event.

Location of Event on City Property: Map 1 ☒ A ☒ B ☒ C ☒ D ☐ Map 2 ☒ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: We will need to use the boat ramp area and old boat ramp area for parking.

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* _____

**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use: ☒ Yes ☐ No Describe the need: _____

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☐ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: _____

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☒ Propane ☐ Natural Gas ☒ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☒ Yes ☐ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☒ Fryers ☒ Propane Grill ☒ Charcoal Grill ☒ Concession Trailer ☒ Food Trucks

Insurance may be required by provider

Rides: ☒ Yes ☐ No Ride Types: ☒ Mechanical ☒ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☒ Yes ☐ No

*If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.*

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

*If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: There will be live music and other entertainment on the pavilion stage.

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☒ Yes ☐ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☒ Yes ☐ No

Professional event management is anticipated.

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☒ Yes ☐ No

Lake Minneola-likely

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☒ Yes ☐ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.



Applicant's Signature

Paul Rountree

Printed Name

Project Scholars Board President

Title

October 17, 2022

Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012959830C-4	11/30/2018	11/30/2023	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

PROJECT SCHOLARS INC
1515 E HIGHWAY 50
CLERMONT FL 34711-5126

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **990**

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

2020

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

A For the 2020 calendar year, or tax year beginning 10-01-2020, and ending 09-30-2021

- B** Check if applicable:
- ☐ Address change
 - ☐ Name change
 - ☐ Initial return
 - ☐ Final return/terminated
 - ☐ Amended return
 - ☐ Application pending

C Name of organization
Project Scholars Inc

Doing business as
Pig on the Pond

Number and street (or P.O. box if mail is not delivered to street address) Room/suite
PO Box 121543

City or town, state or province, country, and ZIP or foreign postal code
Clermont, FL 34711

D Employer identification number

54-2079731

E Telephone number

G Gross receipts \$ 11,128

F Name and address of principal officer:

Paul Rountree
1515 East Highway 50
Clermont, FL 34711

H(a) Is this a group return for subordinates?

☐ Yes ☒ No

H(b) Are all subordinates included?

☐ Yes ☐ No

If "No," attach a list. (see instructions)

H(c) Group exemption number ▶

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ www.pigonthepond.org

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 2002

M State of legal domicile: FL

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities:
See Schedule O

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3 Number of voting members of the governing body (Part VI, line 1a)	3	12
4 Number of independent voting members of the governing body (Part VI, line 1b)	4	12
5 Total number of individuals employed in calendar year 2020 (Part V, line 2a)	5	0
6 Total number of volunteers (estimate if necessary)	6	
7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
7b Net unrelated business taxable income from Form 990-T, line 39	7b	

Revenue

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)	100	11,128
9 Program service revenue (Part VIII, line 2g)		0
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)		0
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		0
12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	100	11,128

Expenses

13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)		0
14 Benefits paid to or for members (Part IX, column (A), line 4)		0
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	7,557	0
16a Professional fundraising fees (Part IX, column (A), line 11e)		0
b Total fundraising expenses (Part IX, column (D), line 25) ▶ 6,675		
17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	47,520	7,318
18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	55,077	7,318
19 Revenue less expenses. Subtract line 18 from line 12	-54,977	3,810

Net Assets or Fund Balances

	Beginning of Current Year	End of Year
20 Total assets (Part X, line 16)	118,372	216,561
21 Total liabilities (Part X, line 26)	451	94,830
22 Net assets or fund balances. Subtract line 21 from line 20	117,921	121,731

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer

2022-02-28

Date

Paul Rountree President

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

Preparer's signature

Date 2022-02-28

Check ☐ if self-employed
PTIN P00857786

Firm's name ▶ All Your Financial Needs Inc

Firm's EIN ▶

Firm's address ▶ PO BOX 1923

Phone no. (407) 559-1047

Minneola, FL 34755

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Cat. No. 11282Y

Form **990** (2020)



PROJSCH-01

TGRANDJEAN

DATE (MM/DD/YYYY)

10/6/2022

CERTIFICATE OF LIABILITY INSURANCE

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 have ADDITIONAL INSURED provisions or 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 Kallif Insurance 2009 N.W. Military Hwy San Antonio, TX 78213	CONTACT NAME:	
	PHONE (A/C, No, Ex): (210) 829-7634	FAX (A/C, No):
INSURED Project Scholars, Inc. PO Box 121543 Clermont, FL 34712	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: T.H.E. Insurance Company	12866
	INSURER B:	
	INSURER C:	
	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 SUBR (NSD, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER Short Term Lq Lts (10/14-10/22)	X	CPP0108412-01	10/8/2022	10/8/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 LIQUOR LIABILITY \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		CPP0108412-01	10/8/2022	10/8/2023	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		ELP0013700-01	10/8/2022	10/8/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$ 2,000,000 PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ADDITIONAL INSURED WITH RESPECTS TO INSURED'S OPERATIONS AS CONTRACTUALLY OBLIGATED: City of Clermont

Event: Pig on the Pond
Event Dates: 10/14-16/22

CERTIFICATE HOLDER

CANCELLATION

City of Clermont - Property Owner
100 3rd Street
Clermont, FL 34711

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

Mitchell H. Kallif

ACORD 25 (2016/03)

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PROJSCH-01

TGRANDJEAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2022

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PRODUCER
Kaliff Insurance
2009 N.W. Military Hwy
San Antonio, TX 78213

CONTACT

PHONE (A/C, No, Ext): (210) 829-7634

FAX (A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: T.H.E. Insurance Company

12866

INSURED

Project Scholars, Inc.
PO Box 121643
Clermont, FL 34712

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER Short Term Lq Lts (10/14-16/22)	X		CPP0108412-01	10/8/2022	10/8/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 LIQUOR LIABILITY \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CPP0108412-01	10/8/2022	10/8/2023	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			ELP0013700-01	10/8/2022	10/8/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$ 2,000,000 PER STATUTE \$ OTH-ER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED AS CONTRACTUALLY OBLIGATED WITH RESPECTS TO INSURED'S OPERATIONS: Clermont Ambulatory Surgical Center

Event: Pig on the Pond

Event Dates: 10/14-16/2022

CERTIFICATE HOLDER

CANCELLATION

Clermont Ambulatory Surgical Center - Parking Facility
255 Citrus Tower Blvd.
Clermont, FL 34711

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

ACORD 25 (2016/03)

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PROJSCH-01

TGRANDJEAN

DATE (MM/DD/YYYY)

10/6/2022

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INSURER A: T.H.E. Insurance Company

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INSURED

Project Scholars, Inc.
PO Box 121543
Clermont, FL 34712

INSURER B:

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COVERAGES

CERTIFICATE NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL (INSR) (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		CPP0108412-01	10/8/2022	10/8/2023	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$		ELP0013700-01	10/8/2022	10/8/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 PER STATUTE \$ OTH-ER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ADDITIONAL INSURED WITH RESPECTS TO INSURED'S OPERATIONS AS CONTRACTUALLY OBLIGATED: Lake County School Board

Event: Pig on the Pond
Dates of Event: 10/14-16/22

CERTIFICATE HOLDER

Lake County School Board - Parking Facility
201 W. Burleigh Blvd.
Tavares, FL 32778

CANCELLATION

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

ACORD 25 (2016/03)

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PROJSCH-01

TGRANDJEAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2022

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 have ADDITIONAL INSURED provisions or 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
Kaliff Insurance
2009 N.W. Military Hwy
San Antonio, TX 78213

CONTACT

PHONE (A/C, No, Ext): (210) 829-7634

FAX (A/C, No):

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: T.H.E. Insurance Company

12866

INSURED

Project Scholars, Inc.
PO Box 121543
Clermont, FL 34712

INSURER B:

INSURER C:

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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☒ OTHER Short Term Lq Lja (10/14-18/22)	X X	CPP0108412-01	10/8/2022	10/8/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 LIQUOR LIABILITY \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		CPP0108412-01	10/8/2022	10/8/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		ELP0013700-01	10/8/2022	10/8/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ADDITIONAL INSURED WITH RESPECTS TO INSURED'S OPERATIONS AS CONTRACTUALLY OBLIGATED: Lake County, A Political Subdivision of The State of Florida, and The Board of County Commissioners

Waiver of Subrogation in favor of Additional Insured.

Event: Pig on the Pond
Dates of Event: 10/14-16/2022

CERTIFICATE HOLDER

CANCELLATION

Lake County, A political Subdivision of the State of Florida, and The Board of County Commissioners
PO Box 7800
Tavares, FL 32778

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

ACORD 25 (2016/03)

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SPECIAL EVENT PERMIT APPLICATION GUIDELINES

- Following submittal of a Special Event Permit Application the application is sent to all departments for review and comments.
- A meeting may be scheduled with the Applicant within approximately 10 business days of application submittal.
- During the meeting all impacted departments will have an opportunity to ask questions and notify applicant of any additional services required.
- Applicant must then submit all required items.
- Once all requirements have been met, Parks and Recreation staff will be in contact with applicant to let them know if application has been approved.
- The length of time from submittal to approved permit will be determined by how quickly the applicant can supply required items.
- Items such as alcohol will require additional time for City Council approval.
- All special event applications are subject to City Council approval.
- Any event with an estimated attendance of 500 or more people and/or amplified music/demonstrations shall be required to have application reviewed by City Council.
- Any event utilizing a body of water or another municipality may be required to have approval from other entities such as Lake County or FLDEP.

DOCUMENTS TO BE INCLUDED WITH SIGNED / COMPLETED APPLICATION

Please check appropriate boxes below and return with signed application, questionnaire and cost estimator

- ☒ 1. Completed Application
- ☒ 2. Application Fee and Deposit
- ☒ 3. Cost Estimator
- ☒ 4. Insurance Liability - Certificate of Insurance naming the City of Clermont as additional insured
- ☐ 5. Alcohol Permit - *(if applicable)* We will procure prior to the event.
- ☒ 6. Sign Requirements - *(if applicable)* Request permission for 4'x4' signs at the following locations: Citrus Tower & Steves Rd (N & S), 12th St & Hwy 50 (E&W), Water tower entrance on E. Hwy 50. We will provide the signs.
- ☐ 7. Road Closure locations - *(if applicable)* Will work with city event manager and Clermont PD to coordinate prior to the event.
- ☐ 8. Race Course Map - *(if applicable)* which includes water stations, turnaround points, turn by turn instructions
- ☐ 9. Site Plan To be determined prior to the event.
- ☐ 10. FLDEP Approval (if applicable) Will work with city event manager and fireworks company to arrange prior to the event.
- ☐ 11. Lake County Application (if applicable)

THE FOLLOWING ITEMS MUST BE NOTED ON YOUR SITE PLAN

Maximum Size of 8 ½ x 11" including the following information:

✓	N/A	
☐	☐	Location of food vendor area(s)
☐	☐	Canopy/Tent Locations w/ sizes
☐	☐	Fuel storage/dispensing areas
☐	☐	Emergency Access Route for EMS & Fire
☐	☐	Location of vendor booths & games
☐	☐	Location of fire extinguishers and other safety equipment
☐	☐	Location of fire extinguishers & other required life safety equipment
☐	☐	Description of sound amplification facilities or equipment to be utilized
☐	☐	Location and description of Attention Getting Devices (Balloons, etc.)
☐	☐	Location of generators
☐	☐	Location of temporary power drop
☐	☐	Rides with descriptions
☐	☐	Identify any fences/gates around event
☐	☐	Stage locations
☐	☐	Table, chair, and equipment layout
☐	☐	Traffic routing, road closures, separation of parking area from event
☐	☐	City facilities or equipment to be utilized
☐	☐	Location and description of banners or signage (not permitted in ROW)
☐	☐	Location of portable restrooms



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 28, 2023		
Agenda Item Name		
Variance Request 987 W. Magnolia Street		
Requested Action		
Recommend tabling to February 28, 2023.		
Staff Report		
The applicant is requesting a variance to allow for the storage of a boat to be located in the front yard-building setback. The Land Development Code, Section 38-4, requires the parking and storage of any recreation vehicles and boats must be located behind the front yard building setback line for the property. In addition, the boat is currently being stored across the street on a vacant lakefront lot owned by the applicant. The property currently has an open investigation case with Code Enforcement. The existing single-family residential lot is located in the R-1 zoning district, which requires a minimum lot size of 10,000 square feet. The boat is being stored on a vacant lakefront lot that is located to the east of the primary parcel and owned by the applicant. The applicant has stated that the boat is parked on the vacant lot and in the front yard setback because the rear yard has too much of an inclined slope to allow parking in the rear yard setback, where it is permitted. Since the boat is parked on a vacant lot, staff is unable to support the variance request. <u>STAFF RECOMMENDATION:</u> Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed this application as submitted and finds the application does not meet a positive finding of the provisions of the review criteria. Therefore, staff recommends denial of the requested variance.		
Additional Analysis		
Fiscal Impact Summary		
.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Legal ad - 987 W. Magnolia	Legal ad - 987 W. Magnolia.pdf	

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	08/02/2022
Order Number:	7610720
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	43.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	08/16/2022 - 08/16/2022	Public Notices
LEE dailycommercial.com	1	08/16/2022 - 08/16/2022	Public Notices

Total Order Confirmation	\$77.94
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Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public hearing on Tuesday, August 23, 2022 at 6:30 PM for the following variance: (1) to allow for an accessory use or structure be located on any lot without an established principal structure or use on the same lot within the applicable zoning district as required by the Land Development Codes, Section 122-341 and Chapter 38 at the following location:

LOCATION

987 W. Magnolia Street

(Alternate Key 2880082 & 3786320)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont FL.

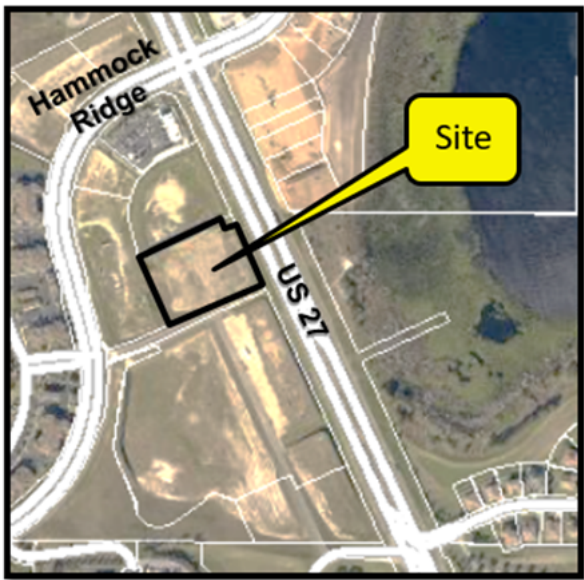
All interested parties will be given an opportunity to express their views on this matter.

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. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330 at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

#7610720 8/16/2022

AGENDA ITEM

Meeting Date	
Tuesday, February 28, 2023	
Agenda Item Name	
Resolution No. 2023-003R <i>Micro-Hospital CUP</i>	
Requested Action	
Recommend approval of Resolution 2023-003R	
Staff Report	
<i>This item was tabled from the January 3, 2023 Planning and Zoning Meeting.</i> The applicant is requesting a Conditional Use Permit (CUP) to allow a micro-hospital to occupy more than 5,000 square feet of total floor space in the Tuscany Village PUD, Resolution 1532. The Tuscany Village PUD is located west of the Hammock Ridge Road and US 27 intersection. The Tuscany Village PUD was approved for Light Commercial (C-1) uses in 2005 for a mixed use commercial center not to exceed 459,000 square feet. The applicant is proposing a 28,700 square foot single-story building with associated parking on 2.82 +/- acres. This equates to a floor area ratio (FAR) of 0.23, which is below the maximum allowed of 0.25.	
	
The micro-hospital will provide concierge-level emergency and inpatient medical care, allowing for the treatment of a larger variety of illnesses/injuries with the capability of inpatient care. The services include, but not limited to; trauma treatment, medical diagnostics and imaging, 8 dedicated patient rooms, an operating room, laboratory, and other associated services with a hospital, but on a much smaller scale. The micro-hospital will operate 24 hours a day, 7 days a week, all year long. The anticipated number of employees on a shift will consist of approximately 10 staff members, which will include 1-2 medical doctors, 1-2 registered nurses, 2 technicians, 1 front desk administrator, 1 security guard and 2-3 housekeeping staff. The project will be providing 47 parking spaces, which exceeds the City's requirement for hospitals/clinics. The applicant has not applied for any variances and has indicated that they can develop the site according to the Land Development Code. The proposed micro-hospital is consistent with the area as a whole and would be located in an area that would generate users of the facility. The applicant has been through the City's preliminary site plan review process with staff on the proposed project. The proposed building would be required to meet the City's Architectural Standards.	



Staff has reviewed the CUP application in accordance to Sec. 86-144 (d) of the Land Development Code. The proposed intensity, character and type of development is in compliance with the City's comprehensive plan for Commercial future land use. The Tuscany Village PUD has been massed graded and is prepared for site development. A traffic analysis has been done and it has been determined the proposed project would have less than a total of 50 AM/PM peak hour trips, which would be considered a "de minimis" impact on the transportation network. Staff recommends approval of Resolution 2023-003R. *The Planning and Zoning Commission recommended approval, 3-2.*

Additional Analysis	
----------------------------	--

Fiscal Impact Summary	
------------------------------	--

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
--	--

1.	2023-003R Micro-Hospital CUP (1.30.2023)	2023-003R Micro-Hospital CUP (1.30.2023).pdf
2.	Micro Hospital Location Map	Micro Hospital Location Map.pdf
3.	Site Plan	Site Plan.pdf
4.	Layout-Elevations	Layout-Elevations.pdf
5.	Emergency Transport Statement from Nutex	Emergency Transport Statement from Nutex.pdf
6.	Trip generation	Trip generation.pdf
7.	Application	Application.pdf
8.	Legal ad	Legal ad.pdf



CITY OF CLERMONT
RESOLUTION NO. 2023-003R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A MICRO-HOSPITAL USE GREATER THAN 5,000 SQUARE FEET IN THE TUSCANY VILLAGE PUD, RESOLUTION 1532; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held February 7, 2023 recommended approval of this Conditional Use Permit to allow for a micro-hospital use greater than 5,000 square feet in the Tuscany Village PUD, Resolution 1532; at the following location:

LOCATION:

Vacant parcel located south of the US 27 and Hammock Ridge intersection,
south of Chick-Fil-A, adjacent to the stormwater pond
(AK 3926624)

WHEREAS, from the evidence presented at the public hearing and after consideration of the factors set forth in Sec. 86-144 (d) of the Land Development Code, the City Council finds, that: (1) granting the conditional use permit will not adversely affect the officially adopted comprehensive plan of the city; (2) Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity; (3) The proposed use will comply with the regulations and conditions specified in the codes for such use; and (4) The proposed use may be considered desirable at the particular location.

WHEREAS, the City Council determines that the application for a conditional use permit meets the criteria set forth in the Land Development Code and otherwise it is in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida that based on the findings stated above and incorporated herein:

This application for a Conditional Use Permit to allow for a micro-hospital use greater than 5,000 square feet in the Tuscany Village PUD, Resolution 1532; be granted subject to the following conditions:

SECTION 1: GENERAL CONDITIONS

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.



CITY OF CLERMONT
RESOLUTION NO. 2023-003R

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The Fire Inspector shall provide building inspections for life safety requirements and all fire code regulations must be in compliance prior to the issuance of any Building Certificate of Occupancy.
5. The Building Inspector shall inspect all structures and building for compliance and any building code violations shall be corrected before the issuance of the Certificate of Occupancy.
6. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and void.
7. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
8. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may open the Conditional Use Permit for further conditions or revoke this Conditional Use Permit by Resolution.
9. No business can occupy any portion of the building(s) after construction and final Certificate of Occupancy unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Clermont Development Services Department.
10. Should approved uses cease operation for more than 180 days, a new Conditional Use Permit shall be required for the same or similar operations.
11. The property shall be developed in substantial accordance with the Conceptual Site Plan, dated 10-10-22, prepared by Concept Companies. All new development and/or changes to the subject property must submit for site plan approval by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The presentation site plan submitted with the Conditional Use Permit application is not the approved and final construction plan.

SECTION 2: LAND USE

1. This permit is for up to a 30,000 square foot single-story building to be used as a micro-hospital. The site may also be used for other permitted C-1 uses as indicated in the Tuscan Village PUD, Resolution 1532.



CITY OF CLERMONT
RESOLUTION NO. 2023-003R

2. The building setback will be a minimum of 25 feet from the internal drive and stormwater pond, 12 feet from the interior rear and 50 feet from US 27.
3. The building shall be designed in a manner that shall meet the City of Clermont's Architectural Standards and as represented in the provided elevations, Exhibit C.
4. The site shall be designed and developed to comply with the Clermont Land Development Regulations.
5. Prior to receiving site plan approval, the facility shall submit an emergency transport plan to the City of Clermont and Lake County for review and approval. In this plan, it shall document the procedures for transport from the facility to another facility, including who is responsible for this transport, what method of transport and any other logistics. The emergency transport plan shall be approved prior to site plan approval and construction of the facility and will be reviewed on a regular basis and amended as needed, as requested by the City of Clermont and Lake County.

SECTION 3: CONFLICT

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Resolution as a whole.

SECTION 5: ADMINISTRATIVE CORRECTION

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 6: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2023-003R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 28th day of February 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
RESOLUTION NO. 2023-003R

Exhibit A – Legal Description:

**LEGAL DESCRIPTION:
ALL OF LOT 7, COMMERCIAL PARCEL 1**

A PARCEL OF LAND LOCATED IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA, BEING ALL OF LOT 7, COMMERCIAL PARCEL 1 AS DESCRIBED IN SHOPPES AT HAMMOCK RIDGE CROSSINGS-PHASE 1, COMMERCIAL PARCELS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGES 69-73, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 7 AND THE NORTHEAST CORNER OF TRACT A, OF SAID SHOPPES AT HAMMOCK RIDGE CROSSINGS-PHASE 1 COMMERCIAL PARCELS PLAT BOOK 70, PAGES 69-73 THENCE WITH THE NORTH LINE OF SAID TRACT “A” THE FOLLOWING THREE COURSES: 1) SOUTHWESTERNLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 31.00 FEET. A CENTRAL ANGLE OF 09°36’02” AND A CHORD BEARING AND DISTANCE OF S60°22’16”W, 5.19 FEET) FOR AN ARC DISTANCE OF 5.19 FEET TO A POINT OF TANGENCY; 2) S65°10’17”W, A DISTANCE OF 257.76 FEET; 3) S66°31’39”W, A DISTANCE OF 149.05 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE LEAVING SAID NORTH LINE OF TRACT “A” AND WITH THE WEST LINE OF LOT 7. THE FOLLOWING TWO (2) COURSES: N24°50’08”W, A DISTANCE OF 291.75 FEET; 2) N18°38’41”W, A DISTANCE OF 8.36 FEET TO THE SOUTHWEST CORNER OF TRACT “A” OF TUSCANY VILLAGE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK, 64, PG. 13-15, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE LEAVING THE WESTERLY LINE OF SAID LOT 7 AND WITH THE SOUTHERLY BOUNDARY LINE OF TRACT “A”, N65°10’23”E, A DISTANCE OF 361.07 FEET TO THE NORTHWEST CORNER OF TRACT “LS” OF SAID TUSCANY VILLAGE PHASE 1; THENCE WITH THE WEST BOUNDARY LINE OF SAID TRACT “LS”, S24°49’27”E, A DISTANCE OF 40.00 FEET TO THE SOUTH LINE OF SAID TRACT “LS”; THENCE WITH THE SOUTH LINE OF SAID TRACT “LS”. N65°10’49”E, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 7, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. 27 (STATE ROAD 25) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PER SECTION 11200, F.P. NO. 238422-1 AND 238423-1; THENCE WITH SAID WESTERLY RIGHT-OF-WAY LINE, S24°49’46”E, A DISTANCE OF 263.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.819 ACRES OF LAND, MORE OR LESS

CITY OF CLERMONT
RESOLUTION NO. 2023-003R

Exhibit C:
Sample Elevations

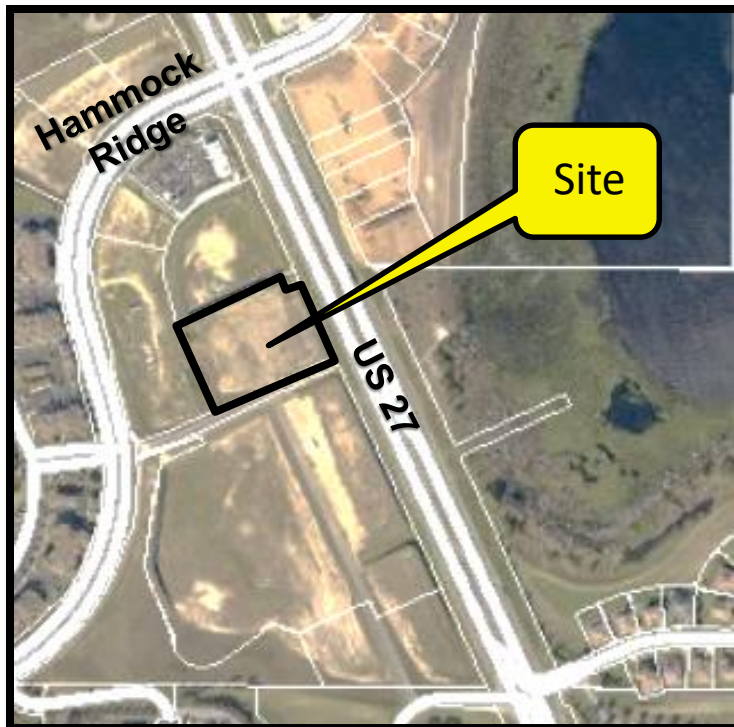


VIEW FROM EAST



VIEW FROM NE CORNER

Exhibit - Location Map –Micro-hospital



PRELIMINARY SITE PLAN

CITY, STATE
STREET:

CLERMONT, FL
HAMMOCK RIDGE RD.

BUILDING: 1-STORY
SF: 28,700
ACREAGE: ±2.81
PARKING SPACES: 45

PROPOSED USE:
MICRO-HOSPITAL

DEVELOPER:

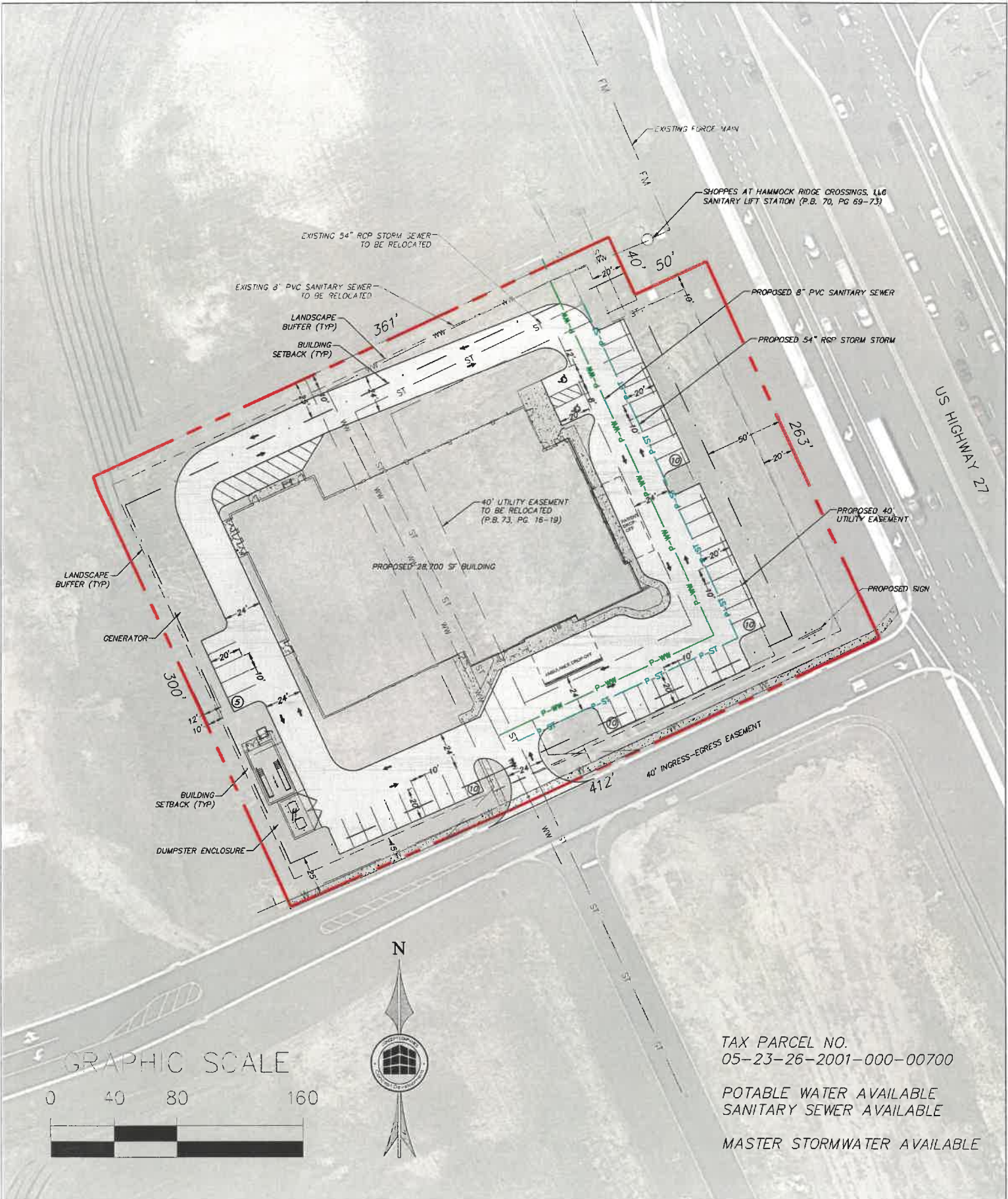
NAME: BRIAN CRAWFORD
PHONE #: (352)333-3233 x200
DESIGNER: ETHAN SCHAEFER

DATE:
10-10-22



**CONCEPT
COMPANIES**

1449 SW 74th Drive, Suite 200, Gainesville, Florida 32607
Licence# CCG1515491 / WWW.CONCEPTCOMPANIES.NET



PRELIMINARY SITE PLAN

CITY, STATE
STREET:

CLERMONT, FL
HAMMOCK RIDGE RD.

BUILDING: 1-STORY

PROPOSED USE:

DEVELOPER:

DATE:

SF: 28,700

NAME: BRAN CRAWFORD

10-10-22

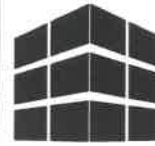
ACREAGE: ±2.81

MICRO-HOSPITAL

PHONE #: (352)333-3233 x200

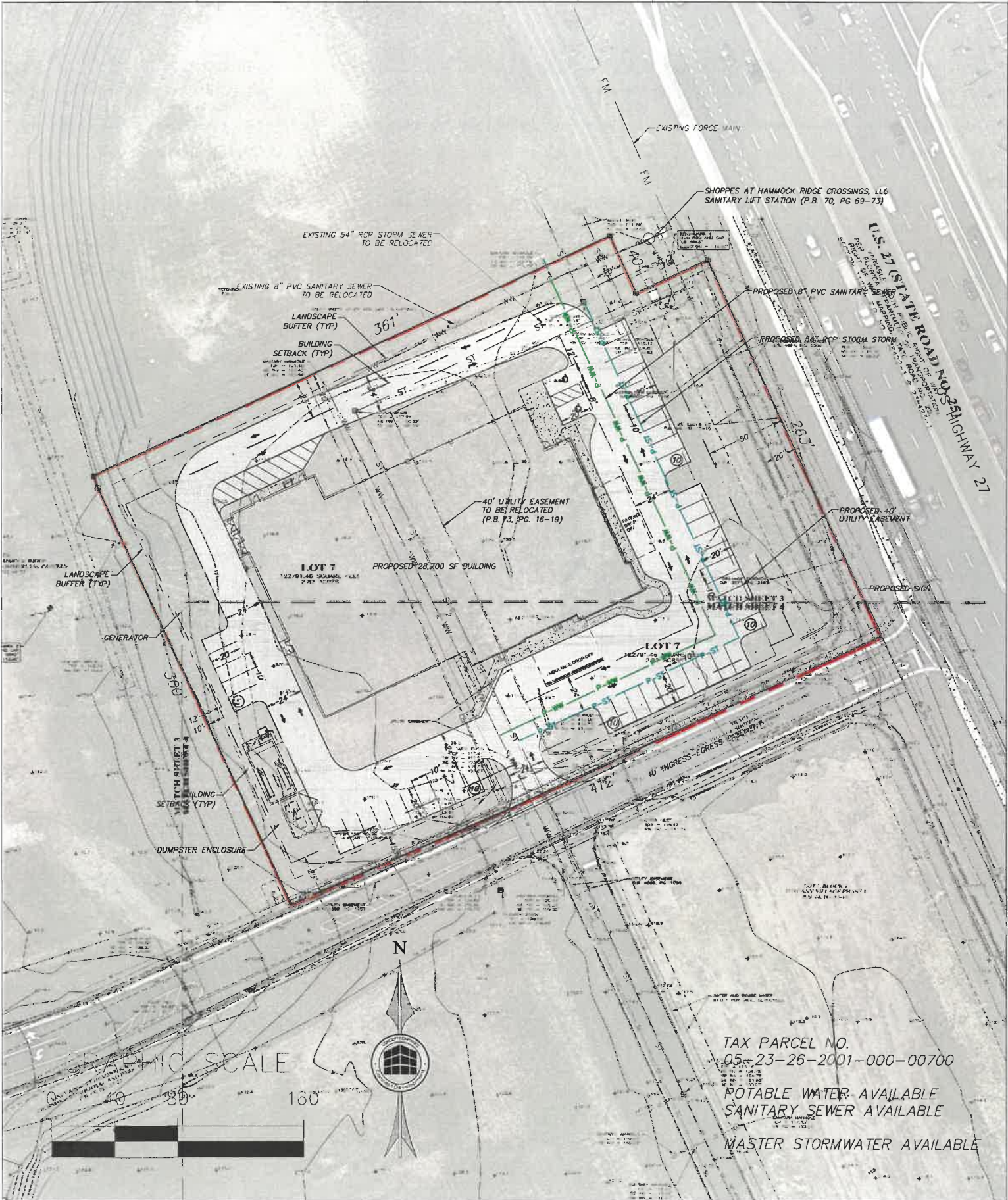
PARKING SPACES: 45

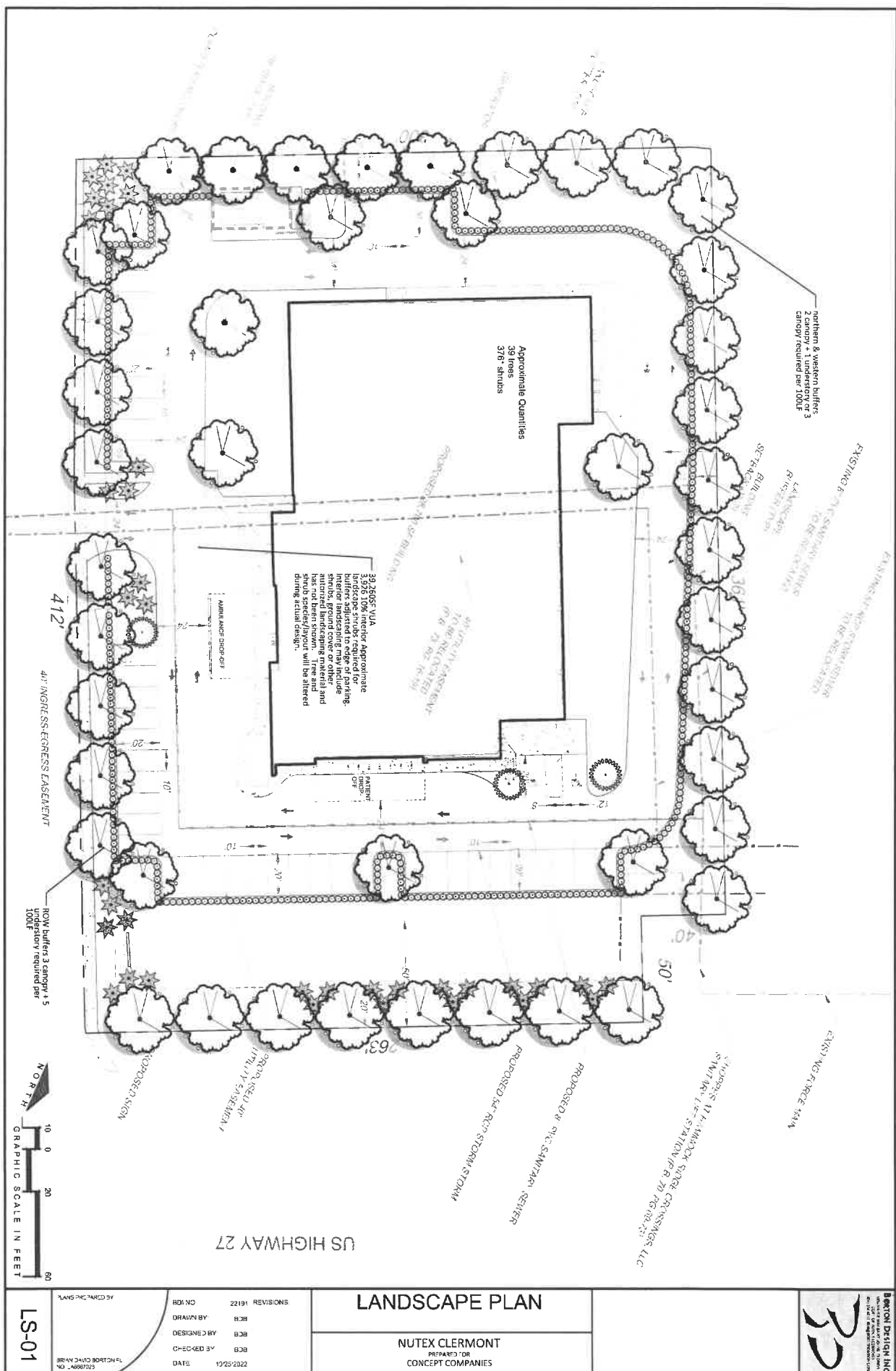
DESIGNER: ETHAN SCHAEFER



**CONCEPT
COMPANIES**

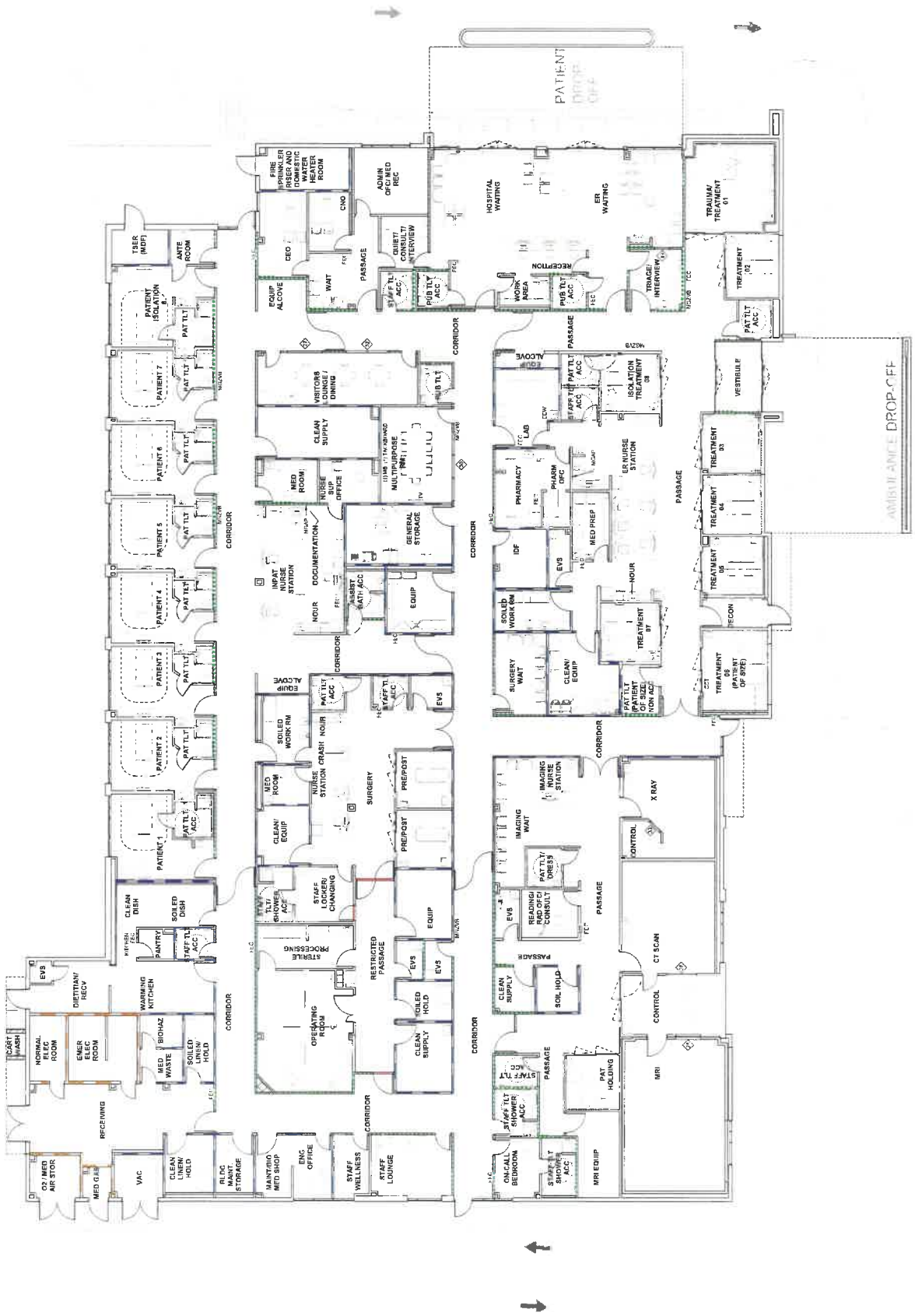
1449 SW 74th Drive, Suite 200, Gainesville, Florida 32607
Licence# CGC1515491 / WWW.CONCEPTCOMPANIES.NET







THE PURPOSE OF THIS EXTERIOR RENDERING IS TO SHOW DESIGN INTENT ONLY.



TRUE NORTH
 1 FIRST FLOOR NEW CONSTRUCTION PLAN
 1/8" = 1'-0"

NUTEX HEALTH
 Clermont ER & Hospital



100 N. Maple Run Avenue
 Suite 800
 Tampa, FL 33602
 Tel: 813.281.1000
 Fax: 813.281.1001
 E: GreshamSmith.com
 P: Registry No. 070008

No.	Date	Description

OVERALL FLOOR PLAN
P202
 4/00/00
 10/26/2022



NUTEX HEALTH
Clermont ER & Hospital

[illegible]

NOTE
302 Knights Run Avenue
Suite 900
Tampa, FL 33607
813.251.6339

FL Qualifier No. AR0013420
FL Registry No. RY9806

GregJen@Smith.com

4XXXX 00
10 28 2022



VIEW FROM SE CORNER



VIEW FROM SW CORNER

NUTEX HEALTH
Clermont ER & Hospital



302 Knight Run Avenue
Suite 800
Tampa, FL 33602
Tel: 813.251.8235
FL Qualifier No. AR00134720
FL Registry No. RY2808
GreshamSmith.com

NOTE: RENDERINGS ARE FOR GENERAL INFORMATION OF DESIGN INTENT.

Revision	
No.	Description

RENDERINGS
P301
400006-00
15.04.2022

[illegible]

MODEL REFERENCES ARE FOR GENERAL INFORMATION OF DESIGN INTENT.

COLORED EXTERIOR ELEVATIONS

P302

Revision

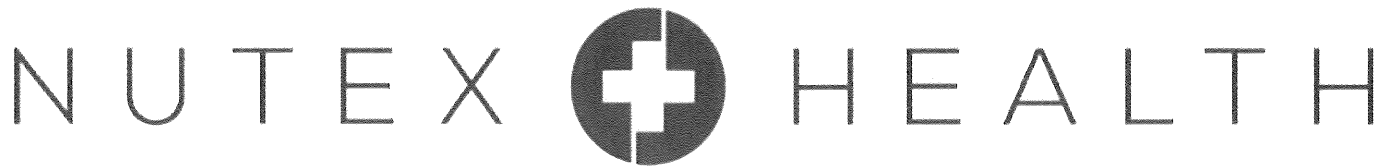
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3	08/20/2002	Issue
4	08/20/2002	Issue
5	08/20/2002	Issue
6	08/20/2002	Issue
7	08/20/2002	Issue
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99	08/20/2002	Issue
100	08/20/2002	Issue

302 Knight Bus Avenue
Suite 200
Tomball, TX 77375
Tel: 281.251.8838
Fax: 281.251.8839

Qualifier No. A30012420
P.L. Registry No. RY2806

CrabtreeSmith.com





City of Clermont
Planning and Zoning Commission
City Hall
685 W Montrose Street
Council Chambers
Clermont, FL 34711

RE: Resolution 2023-003R ~ Micro-Hospital Conditional Use Permit

Dear Members,

I am pleased to report to you, concretely, that Nutex Health, Inc ("Nutex") does not place burden on community resources. Nutex is proud to deliver best-in-class care, along with local facility partner physicians, across 22 quality care facilities in 7 states, with 14 upcoming facilities.

As to community impact specifically, Nutex submits:

1. Neither the City of Clermont Fire Department nor Lake County EMS will be expected to provide emergency transport.
2. Emergency transport from our hospital, if necessary, will be achieved via routine transfers and private transportation services.
3. Helicopter transport is unnecessary. In the event transport is needed, Nutex will deploy private emergency ground transport to the local tertiary care facility in South Lake Hospital.

Sincerely,

Andrew Barnett
Director of Business Development
Nutex Health Inc.

Cc: Tom Vo, M.D., MBA
CEO & Chairman of the Board
Nutex Health, Inc

James Pruitt, M.D.
Lead Physician Partner
Clermont ER & Hospital

James Holt
Managing Director of Real Estate & Development
Concept Companies

6030 S Rice Ave, Suite C
Houston, TX 77081

713.660.0557

info@nutexhealth.com
[NUTEXHEALTH.COM](https://www.nutexhealth.com)



361 Strawder Road
Ray City, GA 31645
(229)237-3269

October 26, 2022

David Cottingham
Vector Civil Engineering
1449 SW 74th Drive, Suite 200
Gainesville, FL 32607

Sent electronically via email

Re: Trip Generation Memo – Micro Hospital – Clermont, FL

David:

This memo is intended to identify the appropriate trip generation for a proposed micro hospital development in Clermont, Florida. Per your email the proposed micro-hospital has the following characteristics:

- Employee Count (maximum): 20
- Number of Licensed Hospital Beds: 8
- Building Size: 28,700 SF (1- Story)

Trip Generation:

The Institute of Transportation Engineers (ITE) Trip Generation 11th Edition was used to calculate the project trip estimates for the proposed land use for each of the three independent variables. Trip generations estimates are shown in terms of daily traffic, as well as the AM and PM peak hours. The proposed hospital falls under ITE Land Use Code 610. The estimated trip generation for the proposed development is shown in the tables below:

Beds: 8		
	Rate	Trips
Weekday	22.32	179
AM	1.79	14
PM	1.69	14

28,700 SqFt		
	Rate	Trips
Weekday	10.77	309
AM	0.82	24
PM	0.86	25

Employees: 20		
	Rate	Trips
Weekday	3.77	75
AM	0.28	6
PM	0.28	6

It is important to note that the average number of beds in the studies used by ITE is 309, the average square footage is 634,000 sf, and the average number of employees is 1,453. Therefore, caution should be used with these estimates. I believe that the number of beds or the number of employees provides a better estimate than the square footage, since that will more likely be the limitation to how many patients can be seen and treated.

Please let me know if you need additional information or if you have any questions.

Sincerely,

Lawrence T. Hagen, P.E., PTOE, RSP



CITY OF CLERMONT

CONDITIONAL USE PERMIT APPLICATION

Date 10/28/2022		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)	
Project Name (if applicable) Proposed Micro-Hospital - Clermont, FL			
Applicant Concept Development			
Contact Person Holly Irish			
Address 1449 SW 74th Dr Suite 200	City Gainesville	State FL	Zip 32607
Telephone 352-333-3233 ext. 206	Fax 800-218-7809		
Email holly@conceptcompanies.net			
OWNER INFORMATION ☐ (Check box if owner information is same as applicant)			
Owner's Name Not Available			
Owner Address N/A	City N/A	State N/A	Zip N/A
Telephone N/A	Fax N/A		
PROPERTY INFORMATION			
Address of Subject Property Unassigned	City Clermont	State FL	Zip 34711
General Location The subject site is located SW of the intersection of Hammock Ridge Rd and US Hwy 27 in the City of Clermont, FL. The site is included as Lot 7 in Shoppes at Hammock Ridge Crossing Phase 2 Commercial Parcels, recorded in PB 73, Pages 16-19. The site is also included in and subject to Tuscany Village PUD, Resolution No. 1532.			
Legal Description & Alternate Key (include copy of survey) Alternate Key: 3926624 Property Parcel Number: 05-23-26-2001-000-00700 Please see attached legal description.			
Land Use (City verification required) Commercial			
Zoning (City verification required) PUD			



CITY OF CLERMONT CONDITIONAL USE PERMIT APPLICATION

Detailed Description of request (What are you proposing to do and why is it appropriate for this location?) Attach additional page if necessary.

The subject site is located SW of the intersection of Hammock Ridge Rd and US Hwy 27 in the City of Clermont, FL. The site is included as Lot 7 in Shoppes at Hammock Ridge Crossing Phase 2 Commercial Parcels, recorded in PB 73, Pages 16-19. The site is also included in and subject to Tuscany Village PUD, Resolution No. 1532.

The proposed micro-hospital is approximately 28,700 SF with associated parking. The development proposes connection to public potable water and sanitary sewer connections, which are available to the site.

The proposed micro-hospital will provide additional health care services to the City of Clermont and offer an alternative to the hospitals and medical offices located a few miles northeast of the site, near SR 50 and Citrus Tower Blvd.

Holly Irish

Applicant Name (print)

x Holly Irish 
Applicant Name (signature)

See Attached Affidavit

Owner Name (print)

x _____
Owner Name (signature)

*****NOTICE*****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394 3542

5/26/2020

PROPERTY OWNER AFFIDAVIT

Property Owner:

Shoppes at Hammock Ridge Crossings, LLC

Owner phone: 407-297-1600

Owner email: Michelle@mcequity.com

Property County: Lake

Parcel IDs: 05-23-26-2001-000-00700

Agent:

Concept Development, Inc. and Concept Construction of North Florida, Inc.
1449 SW 74th Drive, Suite 200
Gainesville, FL 32607
(352) 333-3233

Authorized Actions of Agent:

Design and submission of documentation, forms and plans and application for all permits as required from those regulatory agencies having jurisdiction over the Property (e.g. County, City, Water Management District, FDOT, FDEP, etc.) and on-site access for inspections, testing, data collection, etc.

I hereby certify that I am the owner of record. I hereby authorize the above listed agents to act on my behalf for the purposes of any and all applications and securing the above requested actions.

Shoppes at Hammock Ridge Crossings, LLC,
A Florida limited liability company

By: Tulane Green Wave, LLC

Its: Manager

By: 

James Rassi

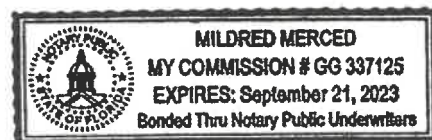
Its: Manager

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 1st day of November, 2022, by James Rassi of Shoppes at Hammock Ridge Crossings, LLC, a Florida Limited Liability Company, by means of ☒ physical presence or ☐ online notarization. Said person (check one): ☒ is personally known to me to be the person described herein, ☐ produced a driver's license as identification (issued by a state of the United States within the last five years) as identification, or ☐ produced other identification, to wit: _____.



Notary Public, State of Florida at Large



LEGAL DESCRIPTION:

ALL OF LOT 7, COMMERCIAL PARCEL 1

A PARCEL OF LAND LOCATED IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA, BEING ALL OF LOT 7, COMMERCIAL PARCEL 1 AS DESCRIBED IN SHOPPES AT HAMMOCK RIDGE CROSSINGS-PHASE 1, COMMERCIAL PARCELS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGES 69-73, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 7 AND THE NORTHEAST CORNER OF TRACT A, OF SAID SHOPPES AT HAMMOCK RIDGE CROSSINGS-PHASE 1 COMMERCIAL PARCELS PLAT BOOK 70, PAGES 69-73 THENCE WITH THE NORTH LINE OF SAID TRACT "A" THE FOLLOWING THREE COURSES: 1) SOUTHWESTERNLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 31.00 FEET. A CENTRAL ANGLE OF 09°36'02" AND A CHORD BEARING AND DISTANCE OF S60°22'16"W, 5.19 FEET) FOR AN ARC DISTANCE OF 5.19 FEET TO A POINT OF TANGENCY; 2) S65°10'17"W, A DISTANCE OF 257.76 FEET; 3) S66°31'39"W, A DISTANCE OF 149.05 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE LEAVING SAID NORTH LINE OF TRACT "A" AND WITH THE WEST LINE OF LOT 7. THE FOLLOWING TWO (2) COURSES: N24°50'08"W, A DISTANCE OF 291.75 FEET; 2) N18°38'41"W, A DISTANCE OF 8.36 FEET TO THE SOUTHWEST CORNER OF TRACT "A" OF TUSCANY VILLAGE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK, 64, PG. 13-15, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE LEAVING THE WESTERLY LINE OF SAID LOT 7 AND WITH THE SOUTHERLY BOUNDARY LINE OF TRACT "A", N65°10'23"E, A DISTANCE OF 361.07 FEET TO THE NORTHWEST CORNER OF TRACT "LS" OF SAID TUSCANY VILLAGE PHASE 1; THENCE WITH THE WEST BOUNDARY LINE OF SAID TRACT "LS", S24°49'27"E, A DISTANCE OF 40.00 FEET TO THE SOUTH LINE OF SAID TRACT "LS"; THENCE WITH THE SOUTH LINE OF SAID TRACT "LS". N65°10'49"E, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 7, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. 27 (STATE ROAD 25) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PER SECTION 11200, F.P. NO. 238422-1 AND 238423-1; THENCE WITH SAID WESTERLY RIGHT-OF-WAY LINE, S24°49'46"E, A DISTANCE OF 263.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.819 ACRES OF LAND, MORE OR LESS

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	AK 3926624

Date:	11/07/2022
Order Number:	8037170
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	49.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	11/29/2022 - 12/06/2022	Govt Public Notices
LEE dailycommercial.com	2	11/29/2022 - 12/06/2022	Govt Public Notices

Total Order Confirmation	\$153.08
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Ad Preview

LEGAL NOTICE

On Tuesday, December 6, 2022 at 6:30 PM the Clermont Planning & Zoning Commission will consider a request for an amendment to a Conditional Use Permit to allow for a micro-hospital use greater than 5,000 square feet in the Tuscany Village PUD, Resolution 1532. The final hearing of the proposed request will be heard on Tuesday, December 13, 2022 at 6:30.

LOCATION

Vacant parcel located south of the US 27 and Hammock Ridge intersection, south of Chick-Fil-A, adjacent to the stormwater pond (AK 3926624)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All public meetings will be held in the Clermont City Hall, Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

All interested parties shall be given an opportunity to express their views on this matter.

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. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings

Tracy Ackroyd Howe, MMC
City Clerk
Daily Commercial
Nov. 29 and Dec. 6, 2022



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 28, 2023		
Agenda Item Name		
Ordinance No. 2023-001 <i>Final Evaluation & Appraisal Review (EAR)</i>		
Requested Action		
Recommend adoption of Ordinance 2023-001		
Staff Report		
This public hearing is for the adoption of the Evaluation and Appraisal Review (EAR) of the Comprehensive Plan that was transmitted to the Florida Department of Economic Opportunity (DEO) and other state agencies for review and comment. The review process allows a 60 day window for these agencies to provide objections, recommendations and comments in regards to the proposed changes. The City Council approved the transmittal on December 13, 2022. The review period has concluded with the City receiving acknowledgement from five state agencies. Three agencies, the St. Johns River Water Management District, the Florida Department of Education, and the Florida Department of Transportation provided acknowledgement of "no comment." The Florida Department of Environmental Protection provided acknowledgement of the proposed changes as "no adverse impacts." The Florida Department of Economic Opportunity provided no objections or comments to the proposed amendment. Local governments are required to undergo an Evaluation and Appraisal Review (EAR) of the Comprehensive Plan every seven years pursuant to Section 163.3191, Florida Statutes. The purpose of this evaluation is to analyze the Comprehensive Plan Goals, Objectives, and Policies (GOPs) to ensure compliance with changes in state law and local conditions. The analysis includes proposed amendments to the GOPs, which are considered EAR-based amendments, and data reflecting changes in local conditions. The adoption of these EAR-based amendments will make the final changes to the following elements: Future Land Use, Housing, Transportation, and Capital Improvements Elements. The Public Facilities School Element is no longer required and will be removed, due to an interlocal agreement with the school board. The remaining nine elements will be unchanged. Staff recommends adoption of the EAR based amendments and approval of Ordinance 2023-001.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2023-001 EAR (02.13.2023)	Ord. 2023-001 EAR (02.13.2023).pdf	
2. EAR-State responses	EAR-State responses.pdf	
3. EAR Report 11.17.22	EAR Report 11.17.22.pdf	
4. Legal ad final hearing-34338560 2023-001 EAR Adoption	Legal ad final hearing-34338560 2023-001 EAR Adoption.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE EVALUATION AND APPRAISAL REPORT PERTAINING TO THE COMPREHENSIVE PLAN FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ADOPTING THE EVALUATION AND APPRAISAL REPORT; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE EVALUATION AND APPRAISAL REPORT; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on August 13, 1991, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statutes 163.3191; and

WHEREAS, the Planning and Zoning Commission, acting as the Local Planning Agency, held a public hearing and made recommendations to the City Council for amendments to the plan; and

WHEREAS, the City Council of the City of Clermont held public hearings on the proposed amendments to the plan in light of written comments, proposals and objections from the general public;

NOW, THEREFORE, BE IT ORDAINED and enacted by the City Council of the City of Clermont, Florida that:

SECTION 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, to amend the text of the Comprehensive Plan based upon an evaluation, Evaluation and Appraisal Review, completed by the City to reflect changes in state requirements pursuant to Section 163.3191, Florida Statutes, as amended, by amending to the text of the Future Land Use Element, Housing element, Transportation Element, and Capital Improvements Elements is hereby amended as shown in Exhibit A.

SECTION 2: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.



CITY OF CLERMONT
ORDINANCE NO. 2023-001

SECTION 3: SEVERABILITY

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 4: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 5: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2023-001

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of February 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
ORDINANCE NO. 2023-001

Attachment A:

**ADOPTED EVALUATION AMENDMENTS
PURSUANT TO SECTION 163.3191
FLORIDA STATUTES, AS AMENDED**

to the Text of the
Future Land Use Element,
Housing element,
Transportation Element,
and Capital Improvements Elements
of the Comprehensive Plan

Submitted on December 13, 2022

Ron DeSantis
GOVERNOR



Meredith Ivey
ACTING SECRETARY

February 10, 2023

The Honorable Tim Murry
Mayor, City of Clermont
City Hall
685 West Monroe Street
Clermont, Florida 34711

Dear Mayor Murry:

The Department of Economic Opportunity ("Department") has completed its review of the proposed comprehensive plan amendment for the City of Clermont (Amendment No. 22-04ER), which was received and determined complete on December 14, 2022. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S. The Department does not identify any objections or comments to the proposed amendment and this letter serves as the Objections, Recommendations and Comments Report. Review comments received by the Department from the appropriate reviewing agencies, if any, are enclosed.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for final adoption and transmittal of the comprehensive plan amendment. The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, must be held within 180 days of your receipt of the Department's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(4)(e)1., F.S.

If you have any questions related to this review, please contact Adrian Young, Planning Analyst, by telephone at (850) 717-8515 or by email at adrian.young@deo.myflorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ay

Enclosure: Procedures for Adoption
Agency Comments

cc: John Kruse, Planning Manager, City of Clermont
Tara McCue, Executive Director, East Central Florida Regional Planning Council

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | www.Twitter.com/FLDEO | www.Facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities.
All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

January 10th, 2023

Mr. John E. Kruse, AICP
Planning Manager
City of Clermont
Development Services
685 W. Montrose Street
Clermont, Florida 34711

Subject: **Clermont Proposed Comprehensive Plan Amendment 22-04ESR**

Response Type: **No Comments**

Dear Mr. Kruse,

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed the amendment package for the City of Clermont Proposed 22-04ESR, dated December 14th, 2022.

The proposed comprehensive plan amendment from the City of Clermont is an Evaluation and Appraisal Review-Based amendment. Local governments must evaluate their comprehensive plan at least every seven years based on the schedule published by DEO. This is meant to determine if amendments are needed to reflect changes in state law since the previous update.

Ordinance No. 2023-001

There were several text amendments to the Future Land Use, Housing, Transportation, and Capital Improvements Elements. The following policies within the Transportation Element were amended; Policy 1.1.2, Policy 1.1.3, Policy 1.1.4, Policy 1.1.5, Policy 1.1.6, and Policy 1.1.7. Below is a summary of the changes that were made to these policies.

Policy 1.1.2 - The minimum Level-of-Service for all roadways within the City shall be LOS D. The LOS minimum for US 27 was changed from LOS C to LOS D.

Policy 1.1.3 - Removed.

Policy 1.1.4 - References to Lake-Sumter's Metropolitan Planning Organization's Transportation Concurrency Management System (TCMS) and Traffic Impact Study Methodology Guidelines were changed to the Systems Performance Evaluation State of the System.

Policy 1.1.5 - Reference to the TCMS was replaced with the Lake-Sumter Metropolitan Planning Organization (MPO) Congestion Management Process.

Policy 1.1.6 - Removed.

Policy 1.1.7 - Policy number update.

Analysis:

FDOT has determined the proposed transportation element amendments have no significant adverse impacts to transportation resources or facilities of state importance.

Please transmit a copy of the amendment, along with the supporting data and analysis, to the District upon its adoption.

Thank you for coordinating the review of this proposed amendment with FDOT. If you have any questions, you may contact me at 386-943-5077 or by email at Stephen.Browning@dot.state.fl.us.

Sincerely,



Stephen Browning, P.E.
Systems Planning Coordinator

cc: *Emily Johnson, Lake County*
Tara McCue, ECFRPC
D. Ray Eubanks, DEO
Barbara Powell, DEO

Melissa McKinney, FDOT
Tiffany Hill, FDOT
James Rodriguez, FDOT
Ben Naselius, FDOT

From: [Steve Fitzgibbons](#)
To: [DCPexternalagencycomments](#)
Cc: [John E. Kruse](#)
Subject: [EXTERNAL] - City of Clermont proposed comprehensive plan amendment 22-04ER
Date: Monday, December 19, 2022 3:09:20 PM
Attachments: [image001.png](#)

Dear Mr. Eubanks

St. Johns River Water Management District (District) staff have reviewed City of Clermont proposed comprehensive plan amendment 22-04ER in accordance with the provisions of Chapter 163, Florida Statutes (F.S.). Based on review of the submitted materials, District staff have no comments on the proposed amendment. If you have any questions or need additional information, please contact me.

Please note that all proposed and adopted comprehensive plan amendments can be submitted to the District by email at sfitzgibbons@sjrwmd.com.

Sincerely,
Steve Fitzgibbons

Steven Fitzgibbons, AICP
Intergovernmental Planner
St. Johns River Water Management District
7775 Baymeadows Way, Suite 102
Jacksonville, FL 32256
Office (386) 312-2369
Email: sfitzgib@sjrwmd.com
Website: www.sjrwmd.com
Connect with us: [Newsletter](#), [Facebook](#), [Twitter](#), [Instagram](#), [YouTube](#), [Pinterest](#)



www.sjrwmd.com/ePermit

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this [link](#)

Notices

- Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy.
- Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at <http://www.sjrwmd.com/lobbyist/>

From: [Plan Review](#)
To: [Powell, Barbara](#); [DCPexternalagencycomments](#)
Cc: [Plan Review](#)
Subject: [EXTERNAL] - Clermont 22-04ER Proposed
Date: Friday, January 13, 2023 5:34:23 PM
Attachments: [image002.png](#)

To: Barbara Powell, DEO Plan Review Administrator

Re: Clermont 22-04ER – State Coordinated Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the [Florida Department of Environmental Protection \(Department\)](#) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, [the Department has found no provision that, if adopted, would result in adverse impacts](#) to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to plan.review@floridadep.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.



From: [Runion, Morgan](#)
To: jekruse@clermontfl.org; [DCPexternalagencycomments](#)
Subject: [EXTERNAL] - Clermont 22-04ER
Date: Thursday, December 15, 2022 2:54:50 PM

Dear Mr. Kruse,

The Office of Educational Facilities within the [Florida Department of Education](#) has reviewed the Clermont 22-04ER proposed comprehensive plan amendment in accordance with sections 163.3180 and 163.3184, Florida Statutes. Based on review of the submitted materials, staff have [no comments](#) on the proposed amendment. If you have any questions or need additional information, please contact me.

Sincerely,

Morgan Runion, AICP
Office of Educational Facilities
Florida Department of Education



CITY OF CLERMONT
COMPREHENSIVE PLAN

EVALUATION AND APPRAISAL REVIEW

November 17, 2022

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Introduction

Local governments are required to undergo an Evaluation and Appraisal Review (EAR) of the Comprehensive Plan every seven years pursuant to Section 163.3191, Florida Statutes. The purpose of this evaluation is to analyze the Comprehensive Plan Goals, Objectives, and Policies (GOPs) to ensure compliance with changes in state law and local conditions. The analysis includes proposed amendments to the GOPs which are considered EAR-based amendments. In 2023, the City intends to begin the process of rewriting the entire Comprehensive Plan and Land Development Code to include extensive public engagement. The 2022 EAR-based GOP amendments provide a starting point to this undertaking.

On August 18, 2014, Clermont submitted a letter to the Florida Department of Economic Opportunity (DEO) to indicate that no amendments were necessary to reflect changes in state requirements set forth in Florida Statutes. On October 25, 2021, the City notified DEO that they would undergo amendments to the Comprehensive Plan in order to address changes in statutory compliance, and to complete the next required evaluation and appraisal cycle. Amendments are to be transmitted to DEO within one year of the notification.

Table 1. Comprehensive Plan Element Adoption and Modification Dates

Element	Adopted/ Amended
Capital Improvements	5/10/2022
Conservation	6/23/2009
Future Land Use	3/22/2022
Housing	6/23/2009
Transportation	6/23/2009
Intergovernmental Coordination	5/10/2022
Recreation and Open Space	6/23/2009
Potable Water	5/10/2022
Stormwater	6/23/2009
Aquifer Recharge	6/23/2009
Sanitary Sewer	6/23/2009
Solid Waste	6/23/2009
Public Facilities School	6/23/2009
Property Rights	2/8/2022

This report provides analysis and data reflecting changes to Florida Statutes and local conditions, including municipality boundary changes and population projections. References to Chapter 9J-5, Florida Administrative Code, the minimum criteria rule for local plans, were removed due to its 2011 repeal. Updates to the Capital Improvements, Intergovernmental Coordination, and Potable Water Elements were adopted May 10, 2022—with the revised Water Supply Facilities Work Plan (September 19, 2021). The Property Rights Element was added in 2022 pursuant to 2021 legislative changes to Section 163.3177(6)(i)2. Many of the other elements have remain unchanged since they were adopted in 2009. The Public Facilities School Element is no longer required and will be removed, due to an interlocal agreement with the school board. Furthermore, public schools are

addressed in the Capital Improvements, Future Land Use, and Intergovernmental Coordination Elements. The recommended GOP modifications have been listed in this report.

Population and housing estimates, as well as projections were obtained from the University of Florida's Shimberg Center for Housing Studies (Shimberg). Estimates and projections by Shimberg are based on 2000 and 2010 U.S. Census data and population projections by the University of Florida's Bureau of Economic and Business Research (BEBR). Total population projection used in this report is tabulated below.

Table 2. Population Estimate and Projections, Lake County and Clermont (2010 to 2040)

Year	Lake County	Percent Change	Clermont	Percent Change
2010*	297,052		28,742	
2020*	366,750	23%	44,301	54%
2025	409,202	12%	54,404	23%
2030	445,400	9%	63,533	17%
2035	475,800	7%	70,649	11%
2040	501,701	5%	77,098	9%

Note: Counts refer to estimated* or projected number of persons. Population total represents permanent residents.

Sources: Estimates and projections by Shimberg Center for Housing Studies, based on 2000 and 2010 U.S. Census data and population projections by the Bureau of Economic and Business Research, University of Florida (Retrieved: July 2022)

GOP Amendments

A review of legislative changes and local conditions resulted in proposed amendments to the Future Land Use, Housing, Transportation, and Capital Improvements Elements. The Public Facilities School Element is no longer required. The remaining elements contain no EAR-based amendments: Intergovernmental Coordination, Potable Water, Aquifer Recharge, Conservation, Stormwater, Sanitary Sewer, Solid Waste, Recreation and Open Space, and Property Rights. The table below summarizes GOP amendments.

Table 3. Comprehensive Plan Element Amendments Summarized

Element	Amendment(s)
Capital Improvements	Objective 1.2, Policy 1.2.4, Policy 1.6.2, and Policy 1.6.3
Conservation	None
Future Land Use	Policy 1.13.7
Housing	Policy 1.1.5, Policy 1.1.7, Policy 1.1.8, and Policy 1.1.9
Transportation	Policy 1.1.2, Policy 1.1.3, Policy 1.1.4, Policy 1.1.5, Policy 1.1.6, and Policy 1.1.7
Intergovernmental Coordination	None
Recreation and Open Space	None
Potable Water	None
Stormwater	None
Aquifer Recharge	None
Sanitary Sewer	None
Solid Waste	None
Public Facilities School	Element Removed
Property Rights	None

Public Facilities School Element
Removed.

Future Land Use Element

Policy 1.13.7: The City of Clermont is not located within the Green Swamp Area of Critical State Concern; however, a portion of this resource is located within the Lake County/Clermont JPA. The City shall utilize both formal and informal modes of coordination with the Florida Department of ~~Community Affairs~~ Economic Opportunity, St. Johns River Water Management District, Florida Department of Environmental Protection, Lake County and other appropriate state and local agencies that have jurisdictional authority or responsibility for regulation and management of the Green Swamp Area of Critical State Concern.

Housing Element

Policy 1.1.5: The City's land development regulations shall allow manufactured homes in mobile home parks and subdivisions within certain zoning districts, provided the units comply with all

applicable building standards. Mobile home parks/subdivisions ~~may~~ shall be located adjacent to areas with comparable density ~~of development~~ or near small-scale commercial land uses ~~convenience or neighborhood commercial activity, in areas accessible to arterial and collector roads, and within reasonable proximity to community facilities.~~

~~Policy 1.1.7:~~ ~~The City shall allow mobile home subdivisions as a planned unit development in certain residential zoning districts where adequate public facilities and services are available.~~

Policy 1.1.87: The City shall promote mixed-use developments that include provisions for a wide variety of housing types and prices in close proximity to support facilities.

Policy 1.1.98: In order to maintain housing policies responsive to changing conditions, problems, and issues, the City shall undertake special housing studies as needed in order to develop specific local strategies for resolving unanticipated housing problems and issues.

Transportation Element

Policy 1.1.2: The minimum level of service (LOS) standards for roads/traffic circulation shall be LOS “D”. ~~are as follows:~~

- ~~• Principal arterials: US 27 (SR 25), which is part of the Strategic Intermodal System, shall be LOS “C”; SR 50 shall be LOS “D”~~
- ~~• Minor arterials and collectors shall be LOS “D.”~~

~~Policy 1.1.3:~~ ~~The FSUTMS (Florida Standard Urban Transportation Modeling System) and the standard FDOT methods for evaluation of level of service and capacity shall be used, subject to modifications based on travel speed studies.~~

Policy 1.1.43: The Lake-Sumter Metropolitan Planning Organization’s (MPO) Transportation Concurrency Management System (TCMS) ~~and Traffic Impact Study Methodology Guidelines Volume I: Lake County Checkbook TCMS dated May 28, 2008~~ Systems Performance Evaluation State of the System, and as amended, shall serve as the City’s transportation concurrency management system.

Policy 1.1.54: ~~As part of the TCMS~~ Based on the Lake-Sumter Metropolitan Planning Organization (MPO) Congestion Management Process (CMP), the City shall, through the development review process, review proposed new developments for their impact on adopted LOS, interior circulation needs and vehicle parking.

~~Policy 1.1.6:~~ ~~The City shall initiate studies to identify specific geographic areas abutting US 27 and SR 50 for designation and management as Transportation Concurrency Exception Areas or Transportation Concurrency Management Areas, in order to promote multi-modal transportation and to encourage urban redevelopment, infill development and downtown revitalization.~~

Policy 1.1.75: The City shall continue to partner with local developers, Lake-Sumter MPO and other government agencies to construct new corridors to relieve arterial and collector road congestion.

Capital Improvements Element

Objective 1.2: Concurrency Management. The City shall implement the Concurrency Management System adopted in the City's Land Development Code, which is consistent with sections 163.3177 and 163.3180, F.S. ~~and the minimum requirements for concurrency established in Rule 9J-5.0055 (3), F.A.C. (included as Appendix A of this element),~~ to manage the land development process so that public facility needs created by previously issued development orders or future development do not exceed the City's ability to fund and provide needed capital improvements.

Policy 1.2.4: The City hereby adopts the following minimum level of service (LOS) standards, which must be retained in reviewing the impacts of new development and development on public facilities:

- The **LOS** standard for *Roadways* shall be "D" ~~as follows:~~
 - ~~"C" for US 27/SR 25, which is a strategic intermodal system (SIS)~~
 - ~~"D" for SR 50~~
 - ~~"D" for all minor arterials and collectors~~
- The **LOS** standard for *Sanitary Sewer* is 70 gallons per capita per day at peak flow rate.
- The **LOS** standard for *Solid Waste* is 6.63 pounds per capita per day.
- The **LOS** standard for *Potable Water* is 220 gallons per capita per day.
- The **LOS** standard for *Recreation and Open Space* is 10 acres per 1,000 residents.
- The **LOS** standards for *Stormwater Management* facilities developed within the City areas follows:

Facility Type	Design Storm Frequency and Duration
Storm Sewers and Cross Drains	10 year/24-hour
Detention/ Retention Structures	50 year/24-hour
Retention with Percolation or Detention with Filtration	100-year/24 hour

- ~~The level of service for *Public Schools* shall be set at 100 percent of Florida Inventory of School Houses (FISH) permanent capacity. In instances where the CORE (dining) capacity is greater than the FISH permanent capacity, the school capacity shall then be increased to that of the CORE (dining) capacity and the LOS standard maintained at 100 percent of the school capacity. In no instance shall the school capacity increase more than 125 percent due to additional CORE (dining) capacity. Coordination with the Lake County School Board's Five-Year District Facilities Work Plan, the plans of other local governments, and as necessary, updates to the concurrency service area map is required to ensure that the adopted LOS standards for concurrency service areas will be achieved and maintained.~~

Policy 1.6.2: The City of ~~Clermont~~ adopts by reference the ~~Five-Year Facilities Master Capital Plan FY 2022-2026 2016-2020~~ as formally adopted, and as amended, by the Lake County School Board. ~~on September 14, 2015 and as amended, into the City's Five Year~~

~~Schedule of Capital Improvements~~

Policy 1.6.3: The City hereby adopts the Five-Year Schedule of Capital Improvements included as **Appendix B A** of this element, which will be updated on an annual basis.

Appendix A

Rule 9J-5.0055, F.A.C., Concurrency Management System

~~(3) MINIMUM REQUIREMENTS FOR CONCURRENCY. Every jurisdiction shall maintain a concurrency management system to ensure that public facilities and services to support development are available concurrent with the impact of development, consistent with the provisions of this Chapter.~~

~~(a) For sanitary sewer, solid waste, drainage, and potable water facilities, at a minimum, a local government shall meet the following standards to satisfy the concurrency requirements:~~

~~1. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the necessary facilities and services are in place and available to serve the new development; or~~

~~2. At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place and available to serve new development at the time of the issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(a), F.S.]~~

~~(b) For parks and recreation facilities, at a minimum, a local government shall meet the following standards to satisfy the concurrency requirement:~~

~~1. At the time the development order or permit is issued, the necessary facilities and services are in place or under actual construction; or~~

~~2. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the acreage for the necessary facilities and services to serve the new development is dedicated or acquired by the local government, or funds in the amount of the developer's fair share are committed; and~~

~~a. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent as provided in the adopted local government 5-year schedule of capital improvements; or~~

~~b. At the time the development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent; or~~

~~c. At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(b), F.S.]~~

~~(c) For transportation facilities (roads and mass transit designated in the adopted local government comprehensive plan), at a minimum, a local government shall meet the following standards to satisfy the concurrency requirement, except as otherwise provided in subsections (4)–(7) of this section:~~

~~1. At the time a development order or permit is issued, the necessary facilities and services are in place or under construction; or~~

~~2. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent as provided in the adopted local government five year schedule of capital improvements. The schedule of capital improvements may recognize and include transportation projects included in the first three years of the applicable, adopted Florida Department of Transportation five year work program. The Capital Improvements Element must include the following policies:~~

~~a. The estimated date of commencement of actual construction and the estimated date of project completion;~~

~~b. A provision that a plan amendment is required to eliminate, defer, or delay construction of any road or mass transit facility or service which is needed to maintain the adopted level of service standard and which is listed in the five year schedule of capital improvements; or~~

~~3. At the time a development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction no more than three years after the issuance of a certificate of occupancy or its functional equivalent; or~~

~~4. At the time a development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(c), F.S.]~~

~~5. For the purpose of issuing a development order or permit, a proposed urban redevelopment project located within a defined and mapped Existing Urban Service Area as established in the local government comprehensive plan pursuant to Section 163.3164(29), F.S., shall not be subject to the concurrency requirements of subparagraphs 9J-5.0055(3)(c)1.-4., F.A.C., of this chapter for up to 110 percent of the transportation impact generated by the previously existing development. For the purposes of this provision, a previously existing development is the actual previous built use which was occupied and active within a time period established in the local government comprehensive plan. [Section 163.3180(8), F.S.]~~

~~6. For the purpose of issuing a development order or permit, a proposed development may be deemed to have a de minimis impact and may not be subject to the concurrency requirements of subparagraphs 9J-5.0055(3)(c)1.-4., F.A.C., only if all of the conditions specified in subsection 163.3180(6), F.S., are met. [Section 163.3180(6), F.S.]~~

~~7. A development order or permit within a designated multimodal transportation district may be issued provided the planned community design capital improvements are included in a financially feasible long range schedule of improvements for the development or redevelopment time frame for the district, without regard to the period of time between development or redevelopment and the scheduled construction of the capital improvements as specified in Section 163.3180(15)(c), F.S.~~

~~(d) For school facilities, a local government shall meet the following minimum standards to satisfy the concurrency requirement:~~

~~1. For district-wide concurrency service areas:~~

~~a. At the time the residential development order or permit is issued, the necessary facilities and services are in place or under construction; or~~

~~b. A residential development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under construction not more than 3 years after permit issuance as provided in the adopted public school facilities program.~~

~~2. For less than district-wide concurrency service areas: If public school concurrency is applied on less than a district-wide basis in the form of concurrency service areas, a residential development order or permit shall be issued only if the needed capacity for the particular service area is available in one or more contiguous service areas and school capacity is available district-wide as defined in Section 163.3180(13)(c), F.S.~~

Appendix A B

City of Clermont Five-Year Schedule of Capital Improvements, FY 2023-2027

CITY OF CLERMONT, FLORIDA FISCAL YEAR 2022						
FIVE YEAR CAPITAL PLAN						
Comprehensive Plan Element/Project	Funding Source	2023	2024	2025	2026	2027
STORMWATER MANAGEMENT						
Replacement vehicles	Stormwater Fund	-	-	-	-	119,000
Minnehaha Basin stormwater improvements	Stormwater Fund	500,000	-	-	-	-
POTABLE WATER						
Replacement vehicles-water	Water Fund	-	65,000	102,000	62,500	-
Alternative water south lake water initiative	Water Fund	100,000	100,000	100,000	100,000	100,000
East water system looping des. & const.	Water Fund	400,000	100,000	400,000	100,000	400,000
West water system improvements des. & cons	Water Fund	400,000	100,000	400,000	100,000	400,000
SANITARY SEWER						
Lift station wet well lining	Sewer Fund	60,000	60,000	50,000	50,000	-
Lift station electrical rehab	Sewer Fund	80,000	80,000	50,000	50,000	50,000
Replacement vehicles-sewer	Sewer Fund	-	-	-	73,000	119,000
Lift station pump replacement	Sewer Fund	400,000	200,000	200,000	100,000	50,000
West side gravity main lining	Sewer Fund	-	500,000	-	-	-
Lateral / manhole lining	Sewer Fund	100,000	100,000	-	50,000	50,000
Wastewater Treatment Facility expansion	Sewer Impact Fees	15,150,000	-	-	-	-
PARKS AND RECREATION						
Mainstage telescopic seating	Infrastructure Fund	630,000	-	-	-	-
4 light poles waterfront park	Infrastructure Fund	100,000	-	-	-	-
Hancock park soccer field 2	Infrastructure Fund	147,015	-	-	-	-
Pool storage building renovation	Infrastructure Fund	70,000	-	-	-	-
ARC 10 led lighting fixtures & poles north lot	Infrastructure Fund	50,000	-	-	-	-
ARC dog park	Recreation Impact Fees	350,000	-	-	-	-
Resod athletic fields	Infrastructure Fund	163,350	54,563	109,125	109,125	54,563
ARC multipurpose field	Infrastructure Fund	159,015	-	-	-	-

ARC aquatics upgrade	Infrastructure Fund	1,156,731	-	-	-	-
ARC shade structure & outdoor classroom	Recreation Impact Fees	120,000	-	-	-	-
ARC walking trail recreation area	Recreation Impact Fees	60,000	-	-	-	-
ARC replace roof	Infrastructure Fund	-	-	-	-	506,500
TOTALS		20,196,111	1,359,563	1,411,125	794,625	1,849,063

Data and Analysis

Future Land Use Element

Existing Land Use

The pattern and mix of existing land uses is indicative of the market forces and natural resource constraints, which have shaped existing development and are likely to influence future growth. Detailed existing land use was developed depicting the land use patterns in the City of Clermont as of July 2022. This was created by examining Lake County property appraiser data and parcel data from the City. It should be noted that the existing land use represents a snapshot of development patterns in July 2022.

The existing land use analysis serves as the basic framework for the future land use designations. The current distribution of existing land uses is shown in *Table 4*. Acreage tabulations were calculated utilizing Geographic Information Systems (GIS) software and exclude water bodies (5.2%) and wetlands (4.4%) from the total acreage (10,655-ac). The current land use breakdown in the City is approximately 36% residential, 7% office/commercial, 6% public/institutional, 3% industrial, 6% recreational (includes golf courses), 8% agricultural and mining, and 26% vacant. The remaining 8% consists of parks and right-of-way.

Table 4. Existing Land Use in Clermont (2022)

Existing Land Use Categories	Density/Intensity	Existing Land Use	
		Acreage	Percent
Residential:		3,380.9	35.5%
Single-Family	0-3 units per acre	3,011.9	31.6%
Mobile Home	4-6 units per acre	0.1	0.0%
Multi-Family	6 to 12 units per acre	368.8	3.9%
Office	No Residential Allowed 70% lot coverage/45' Height	142.9	1.5%
Commercial	6-9 units per acre 80% lot coverage (100 % in CBD if stormwater requirements met)/55' Height	564.2	5.9%
Industrial	No Residential Allowed 90% lot coverage/40' Height	308.4	3.2%
Public / Institutional *	Up to 12 units per acre (group homes only)/ Varying intensities based on specific use	573.6	6.0%
Recreational **	N/A	585.8	6.1%
Agricultural / Mining	N/A	778.5	8.2%
Vacant	N/A	2,486.0	26.1%
Unclassified (Parks / ROW) ***	N/A	715.7	7.5%
Totals		9,535.8	100.0%

Notes: Water bodies (554- ac) and wetlands (475-ac) were excluded from these totals. *Includes government, public, public schools/colleges. ** Includes golf courses (583-ac). *** Includes 340-ac parks (Clermont Parks and Recreation)

Sources: Lake County Property Appraiser (Retrieved: July 2022), Lake County water bodies (Retrieved: July 2022), SJRWMD wetlands (Retrieved: July 2022), City of Clermont (municipal boundaries), and ECFRPC

Population Projections

Section 163.3177, F.S., directs that the “comprehensive plan shall be based on resident and seasonal population estimates and projections. According to the definitions of Sec. 163.3164, F.S., seasonal population means “part-time inhabitants who use, or may be expected to use, public facilities or services, but are not residents, and includes tourists, migrant farm workers, and other short-term and long-term visitors.” The total seasonal population combined with the total resident population represents the “total functional population.”

Projected population is the driving force behind future facility needs and land requirements. Projected population must be taken into consideration in preparing the Future Land Use Element and the spatial requirements necessary to meet this future growth. The population estimates and projections developed by the Shimberg Center for Housing Studies were used for the Comprehensive Plan.

According to the University of Florida Bureau of Economic and Business Research (BEBR), the 2021 estimated population for the City of Clermont was 44,687. Based on population projections prepared by the Shimberg Center, by the year 2040, the City’s population is expected to reach 77,098 residents (see *Table 5*)¹. The average annual rate of population growth expected between 2022 and 2040, the planning timeframe, is approximately 4.2 percent. It should be noted, however, that the Shimberg population projections include population growth trends from 2015 through 2019 when the City and State experienced a period of increasing growth due to robust housing market.

The seasonal component in Clermont is less significant than in most Florida communities. Based on seasonal housing data from Shimberg and the average household size for Clermont, the existing number of seasonal residents in 2020 was 398, which was approximately 0.9% of the total number of residents projected for this year. Based on the same percentage of seasonal residents in 2040, the number of seasonal residents is projected to increase to 694 persons.

¹ Based on data from the 2000 and 2010 Census and population projections by University of Florida BEBR

Table 5. Clermont Population Forecast (2020 to 2040)

Year	Institutional Population	Seasonal Population*	Total Population
2020	44,301	398	44,699
2025	54,404	490	54,894
2030	63,533	572	64,105
2035	70,649	636	71,285
2040	77,098	694	77,792

Note: *Seasonal population based on seasonal housing data from Shimberg Center for Housing Studies (.09%)

Source: Shimberg Center for Housing Studies (Retrieved: July 2022)

Vacant Land Suitability Analysis

The ability of land to support development, better known as the carrying capacity, is a major determinant in land use patterns. Other than the water bodies, wetlands and limited 100-year floodplain areas, there are few natural constraints to development in Clermont. Environmental permitting requirements restrict development in pristine natural areas and preserve wildlife habitats. The purpose of this section is to identify how much of the vacant land is constrained by natural and historical resources, and to determine the extent to which development can be directed away from these constraints.

Since 2009, the City has annexed ±3,152 acres of land (±4.93 square miles) of land. Clermont contains 2,012 acres of vacant land. The amount of vacant land by future land use classification (*Table 6*) takes into account sensitive areas, such as wetlands, lakes, rights of way, and parks which serve as development constraints; therefore, this acreage is not included in the vacant acreage totals. The vacant properties within the City are primarily designated on the FLUM for mixed-use, master-planned development uses (51%), followed by residential uses (22%), and commercial uses (23%).

Table 6. Vacant Land Analysis (2022)

Future Land Use	Residential Density	Vacant (acres)	Intensity	Potential Units/Square Feet
Residential		440		
Low Density Residential	3 du/acre	415	N/A	1,245 du
Medium Density Residential	8 du/acre	21	N/A	165 du
High Density Residential	12 du/acre	4	N/A	50 du
Office	N/A	9	1.0 FAR	377,288 s.f.
Mixed-Use		1009		
Residential/Office	12 du/acre	101	0.25 FAR	1,208 du/ 1,096,294 s.f.
Master Planned Development [1]	12 du/acre	894	0.25 FAR	7,507 du/ 2,919,682 s.f.
Downtown Mixed-Use	25(40)[2] du/ acre	14	3.0 FAR	355 (568) du/ 1,856,830 s.f.
Commercial	12 du/acre	454	0.25 FAR	5,448 du / 4,944,172 s.f.
Industrial	N/A	78	1.0 FAR	3,379,619 s.f.
Public/Institutional	N/A	23	0.25 FAR	253,935 s.f.
Parks	N/A	0	N/A	N/A
Conservation	N/A	0	N/A	N/A
Totals		2,012		16,192 du [3] /14,827,820 s.f.

Notes:

Vacant land totals exclude undevelopable areas such as wetlands, lakes, rights of way, and parks.

[1] Percentage breakdown is per Comprehensive Plan project with numbers based on assumption 70% residential and 30% non-residential

[2] 40 dwelling units per acre based on meeting density bonus provisions of 122-249 in Code of Ordinances

[3] Based on density bonus in Downtown Mixed-Use

Sources: Future Land Use Element, Lake County Property Appraiser, ECFRPC, and 2022 Code of Ordinances Sec. 122-249 (Retrieved: July 2022)

Projected Land Use Needs

This section of the Future Land Use Element projects the amount of land for different land uses necessary to accommodate future population growth. The methodology used to project the future demand for the various land uses was based on the current proportion of land use acreage to population.

Future Residential Land Use

The City has designated 5,534 acres of residential land (*Table 7*) on the Future Land Use Map (*Figure 1*). The proportion of acreage of land use to population, and the housing needs identified in the Housing Element were used to determine future residential land use needs. The Housing Element identified the need for a total of 25,129 dwelling units by 2040 (*Table 13*). This number reflects current units plus the additional units needed to accommodate projected population growth. Of

the housing units, a need for 19,882 units for single-family (79%) and 5,247 units for multi-family (21%) has been projected. The distribution between single-family and multi-family is based upon the current (2020) distribution (79% single-family).

The amount of developable residential lands by land use category and the holding capacity of those lands are detailed in *Table 6*. Based on the acreage of vacant land designated as residential in the Future Land Use Map (*Figure 1*), including the assumption of the Master Planned Development future land use being 70% residential, while excluding residential development permitted in non-residential classification, the City could accommodate an additional 16,192 dwelling units by 2040 (*Table 6*) within its current jurisdictional boundaries. This developable capacity in addition to 2020 housing unit total of 14,937 (*Table 10*) accommodates the projected housing demand of 25,129 (*Table 13*).

Table 7. Proportion of FLUM Categories Assigned to Residential, Business, and Public/Institutional Uses

Future Land Use Categories	Total Acreage	Residential		Business		Public / Institutional	
		Max. %	Acres	Max. %	Acres	Max. %	Acres
Residential	3,344						
Low Density	2,803	85%	2,382	15%	420	15%	420
Medium Density	432	85%	367	15%	65	15%	65
High Density	109	85%	93	15%	16	15%	16
Office	45	0%	-	100%	45	5%	2
Mixed-Use	3,721						
Residential/Office	139	65%	91	35%	49	35%	49
Downtown Mixed-Use	73	30%	22	70%	51	30%	22
Master Planned Development	3,509	70%	2,456	30%	1,053	30%	1,053
Commercial	1,232	10%	123	90%	1,103	0%	-
Industrial	177	0%	-	100%	177	0%	-
Public/Institutional	467	0%	-	0%	-	100%	467
Parks	187	0%	-	0%	-	100%	187
Conservation	7	0%	-	0%	-	100%	7
Totals	9,180		5,534		2,979		2,287

Note: Acreages exclude water bodies and wetlands

Sources: FLUM: City of Clermont (Retrieved July 2022), Water Bodies: Lake County (Retrieved July 2022), Wetlands: SJRWMD (Retrieved July 2022)

The increase in available lands for higher density residential development, in addition to expected future annexations of residential lands, will address the future demand for residential land use. Residential development will be accommodated based on the following ranges of density (see mixed-use categories below for additional areas of residential):

- Low Density Residential – Up to 3 dwelling units per acre
- Medium Density Residential – Up to 8 dwelling units per acre
- High Density Residential – Up to 12 dwelling units per acre.

Future Commercial Land Use

The commercial category will primarily consist of commercial and office uses. Projections of future commercial land were based on the current ratio of land use to population. Based on the 2020 population estimate of 44,301 (*Table 2*) and 707 acres of existing commercial and office land uses (*Table 4*), the ratio is currently 16 commercial acres per 1,000 residents. This ratio includes the commercial development included within mixed-use areas.² Applying the 2020 ratio to the 2040 population projection of 77,098 (*Table 2*), the City would need a total of almost 1,234 commercial acres.

This need can be met in a couple of ways. The FLUM shows 1,277 acres in the commercial and office land use categories. When including the commercial acreage allowable in the mixed-use land use categories (1,153 acres), the FLUM provides approximately 2,430 acres. For Clermont to serve as a regional commerce center, the City will need to increase its commercial/office land area. This need could be met through careful consideration of the ratio of commercial to residential uses within annexed properties with the Master Planned Development future land use.

Future Industrial Land Use

Industrial land use projections were calculated using the same basic methodology as described above for commercial lands. Currently, there are approximately 308 acres of developed industrial lands within the City of Clermont (*Table 4*), or seven acres for every 1,000 residents. The FLUM provides 177 acres for industrial uses, or 2 acres per 1,000 projected residents in 2040.

Future Public/Institutional Land Use

It is difficult to forecast a need for public and institutional uses because the provision of these uses is based upon such unknown factors as funding for capital facilities and long-range public-school needs. The City has determined that the 467 acres of exclusive public/institutional land use, along with the acreage allowed in almost all the other land use categories, is appropriate to ensure that such facilities and services are located near the population they are intended to serve.

Future Recreation Land Use

Based on the analysis of recreation and open space needs identified in the Recreation and Open Space Element, the City of Clermont established a level of service of 10 acres of park land per 1,000 residents. If the population reaches the projected 77,098 by 2040, the City will need approximately 778 acres of park and open space to meet future recreation demands. The City currently has approximately 505 acres of parklands available to residents based on Clermont Parks and

² Assumes Master Planned Development at 30% commercial/office

Recreation data³. An additional 273 acres of parklands would be needed to meet the 2040 projected demand based on the current level of service (LOS). The Wellness Way Area Plan Initiative will add approximately 91 acres of passive and active recreation land based on a 30% open space requirement. This brings the parklands total to 596 acres.

The current LOS is generous considering the LOS standards for other local communities reviewed ranged from 1.7 to 6.0 acres of parks per 1,000 residents. If the City desires to keep the higher LOS, it is recommended that shortfalls be compensated for by dedication of parkland to the public by large Master Planned Development projects. Additional parks measures, such as park location, recommended by ParkScore⁴ and Safe Routes to Parks⁵ can be addressed through public engagement during the planned comprehensive plan rewrite to begin in 2023.

Future Conservation Land Use

This land use category includes those lands that contain valuable and threatened natural resources, such as floodplains, estuarine properties, and unique ecological communities. Several areas in the western portion of the City have already been designated as conservation, but there may be other noteworthy areas identified in the future which may be considered for conservation designation on the Future Land Use Map (*Figure 1*). Additional conservation lands can be anticipated with annexations of natural resources.

Future Mixed-Use Land

As noted in the Future Commercial Land Use section, in addition to the more traditional commercial land use category, the City is establishing other categories that would support commercial development in a mixed-use setting.

The City and residents have determined that future growth will focus on a strategy that incorporates both infill/redevelopment principles, in addition to physical expansion of jurisdictional boundaries. The infill/redevelopment strategy will result in increased development densities and intensities, which will need to be directed to the appropriate areas where public facilities and services can support it.

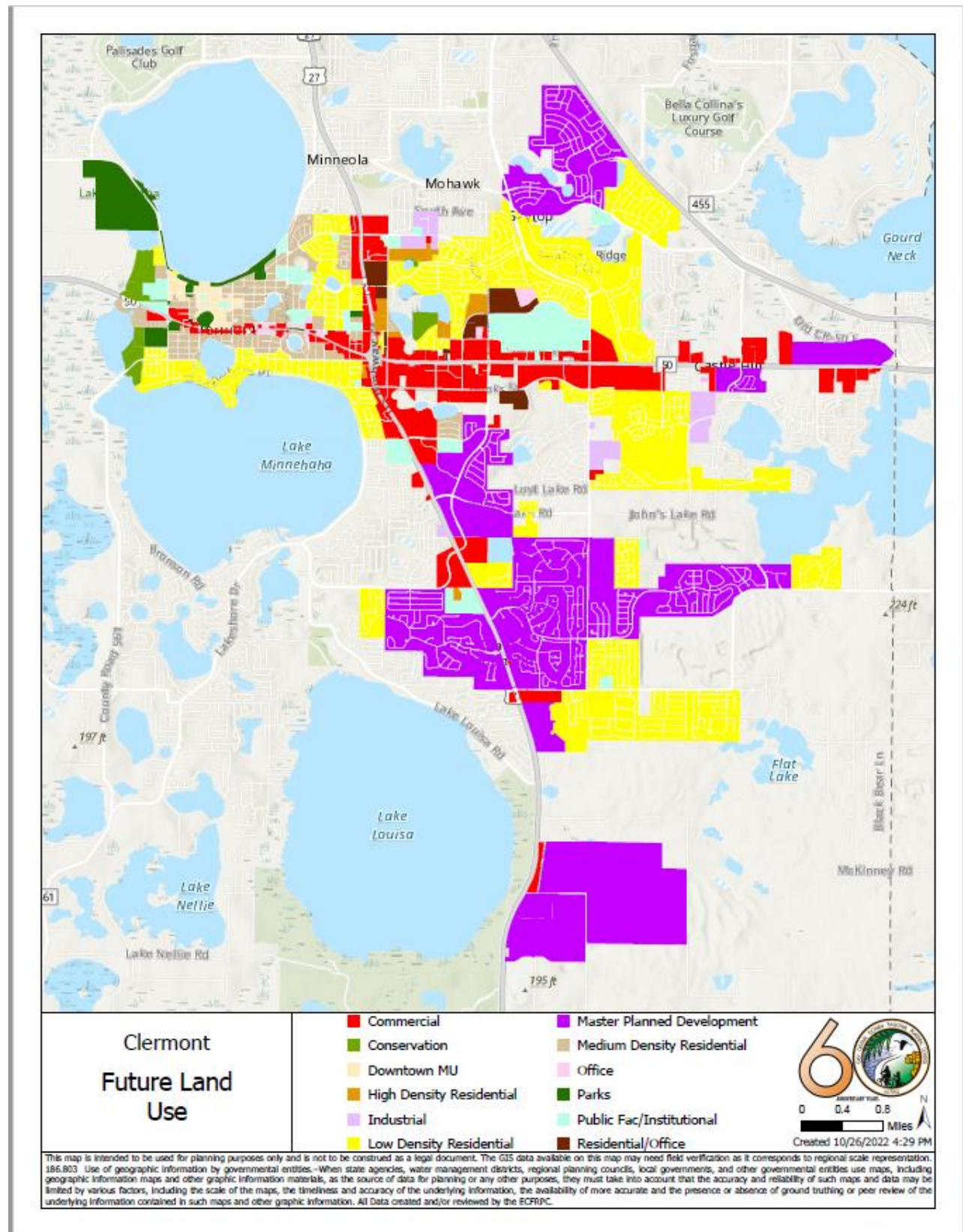
The main areas where the City expects this intensification to occur are the historic downtown area and along SR 50 and US 27. These two areas have functioned as commercial centers for a regional market and are expected to be reinforced as mixed-use nodes with a balanced mix of commercial, office, institutional, recreation, and residential uses.

³ This total includes 165 acres of parks available from institutional partners.

⁴ <https://www.tpl.org/parkscore/about>

⁵ <https://www.saferoutespartnership.org/healthy-communities/saferoutestoparks>

Figure 1. Future Land Use Map (July 2022)



Capital Improvements Element

References to Chapter 9J-5 were removed, including Appendix A. School LOS was removed due to an interlocal agreement with Lake County Schools. The Five-Year Capital Plan was recently was updated to include FY 2023-2027.

Housing Element

The Housing Element analyzes the present condition of housing within the City by examining the characteristics and conditions of the current housing stock as well as an analysis of housing trends and future needs.

Data Sources

The primary source of statistical information was the U.S. Census Bureau American Community Survey 2016-2020 5-year estimates based on the 2000 U.S. Census. The University of Florida Shimberg Center for Housing Studies and the Bureau of Economic and Business Research (BEBR) have also provided relevant information to aid in the updating process. The Lake-Sumter Metropolitan Planning Organization (MPO) 2022 Systems Performance Evaluation State of the System Report and the 2020 Florida Department of Transportation (FDOT) Quality/Level of Service (Q/LOS) Handbook provided updates to include the latest available traffic data (2022). While some communities can use the 2000 Census information and assume that conditions are still applicable, the City of Clermont knows that much change has occurred since the last Census. As noted in the inventory section of this element, the City population grew by 54% between 2010 and 2020 (*Table 2*). More than half of the housing units (67%) in the City were built within that time (*Table 8*).

Growth Trends

The City of Clermont is predominately a residential community of 44,687 residents, according to BEBR's April 1, 2021 estimate. *Table 2* shows population estimate and projection figures for the City and the County from 2010 to 2040. The City (54%) experienced more than double the increase in population of the County (23%) between 2010 and 2020. The City (74%) is expected to continue to outpace the County (37%) projected population growth over the next two decades (2020 to 2040). The following sections analyze the effect of predicted population growth on the provision of housing over the upcoming two decades.

Existing Housing Characteristics

This section analyzes characteristics of existing housing stock in the City, including housing age, type, tenure, and construction activity.

Age of Housing Stock

The age of the housing stock is important because the age of the housing has a direct impact on housing conditions. As homes get older, maintenance becomes an issue.

The City experienced an approximate doubling of housing increases until construction activity exploded in 2000. Housing unit construction activity averaged 437 units per year between 2000 and 2020. As seen in *Table 8*, nearly half (48%) of the City's current housing stock was built between 2000 and 2009 and one-third of the units were built prior to 2000.

Table 8. Age of Housing Stock, Lake County and Clermont

Year Housing Built	Lake County		Clermont	
	Units	%	Units	%
2014-2020	10,990	8.0	1,774	13.6
2010-2013	4,848	3.5	722	5.5
2000-2009	36,479	26.5	6,253	48.0
1980-1999	51,421	37.4	2,462	18.9
1960-1979	22,766	16.6	933	7.2
1940-1959	7,829	5.7	583	4.5
1939 or earlier	3,113	2.3	305	2.3
Totals	137,446	100	13,032	100

Sources: U.S. Census Bureau 2020 American Community Survey 5-Year Estimates (Retrieved: August 2022)

Housing Construction Activity

The City of Clermont tracks housing construction activity through the building permit process. A summary of building activity is reported to the U.S. Census Bureau in "Reports of Building or Zoning Permits Issued and Local Public Construction" (Form C-404). *Table 9* presents housing construction activity by type of housing units permitted. The City issued building permits for approximately 5,601 single family dwelling units and 1,307 multi-family units between April 2013 and March 2021. Housing construction in Clermont reached a peak in 2016, when 1,194 units were built, then slowed to less than half of that with 567 units in 2020.

Table 9. Clermont Housing Construction Activity (2013 to 2021)

Year	Single Family		Multi-Family		Total
	Units	%	Units	%	
2013-2014	534	9.5%	135	10.3%	669
2014-2015	690	12.3%	87	6.7%	777
2015-2016	759	13.6%	230	17.6%	989
2016-2017	988	17.6%	206	15.8%	1,194
2017-2018	998	17.8%	4	0.3%	1,002
2018-2019	638	11.4%	227	17.4%	865
2019-2020	703	12.6%	142	10.9%	845
2020-2021	291	5.2%	276	21.1%	567
Totals	5,601	100.0%	1,307	100.0%	6,909

Note: The table includes the annexation of 110 residential structures on 337 acres.

Source: City of Clermont, 2022

Dwelling Units by Type

Table 10 shows that in 2020, approximately 74 percent of the City's housing stock was comprised of single-family detached homes, 24 percent were multifamily units (attached, duplex and multi-family), and almost 2 percent were mobile homes. There was a 26 percent increase in the percentage of Clermont's single-family homes between 2010 and 2020 and a substantially greater increase in the percentage of multi-family and mobile home units (44%) for the same time period. The City has half the percentage of mobile homes as the County.

The City experienced more than double the County's housing growth in the 2010 to 2020 decade (see Table 11). Single-family attached units nearly doubled with the most growth in 50 or more units (greater than tenfold) followed by the 10-to-19-unit structure category. The greatest decline occurred in duplex structures.

Table 10. Housing Units by Type, Lake County and Clermont (2010 and 2020)

Type of Unit	2010				2020			
	Lake County		Clermont		Lake County		Clermont	
	Units	%	Units	%	Units	%	Units	%
1 unit, detached	90,939	64.2	8,827	76.8	107,206	66.9	11,100	74.3
1 unit, attached	2,957	2.1	373	3.3	4,096	2.6	719	4.8
2 units	2,710	1.9	452	3.9	1,993	1.2	219	1.5
3 or 4 units	3,314	2.3	338	2.9	4,066	2.5	332	2.2
5 to 9 units	2,852	2.0	418	3.6	3,644	2.3	475	3.2
10 to 19 units	2,608	1.8	251	2.2	4,147	2.6	908	6.1
20 to 49 units	2,640	1.9	400	3.5	2,946	1.8	324	2.2
50 or more units	1,295	0.9	54	0.5	2,455	1.5	609	4.1
Mobile Home	32,032	22.6	380	3.3	28,911	18.0	251	1.7
Boat, RV, van, etc.	221	0.2	-	-	773	0.5	-	-
Total Units	141,568	100.0	11,493	100.0	160,237	100.0	14,937	100.0

Source: U.S. Census Bureau 2020 American Community Survey 5-Year Estimates (Retrieved: August 2022)

Table 11. Change in Housing Units by Type, Lake County and Clermont (2010 and 2020)

Type of Unit	Lake County			Clermont		
	2010	2020	% change	2010	2020	% change
1 unit, detached	90,939	107,206	17.9%	8,827	11,100	25.8%
1 unit, attached	2,957	4,096	38.5%	373	719	92.8%
2 units	2,710	1,993	-26.5%	452	219	-51.5%
3 or 4 units	3,314	4,066	22.7%	338	332	-1.8%
5 to 9 units	2,852	3,644	27.8%	418	475	13.6%
10 to 19 units	2,608	4,147	59.0%	251	908	261.8%
20 to 49 units	2,640	2,946	11.6%	400	324	-19.0%
50 or more units	1,295	2,455	89.6%	54	609	1027.8%
Mobile Home	32,032	28,911	-9.7%	380	251	-33.9%
Boat, RV, van, etc.	221	773	249.8%	-	-	-
Total Units	141,568	160,237	13.2%	11,493	14,937	30.0%

Source: U.S. Census Bureau 2020 American Community Survey 5-Year Estimates (Retrieved: August 2022)

Dwelling Units by Tenure

According to U.S. Census Bureau 2020 American Community Survey 5-Year Estimates data, approximately 87% of the housing units in Clermont were occupied (*Table 12*). Of the City's 13,032 occupied housing units 9,254 were owner-occupied (62%) and 3,778 (25%) were renter-occupied. By comparison, 64% of all occupied housing units in the County were owner-occupied.

At the time of the 2020 Census, 13% of the City's housing units were found to be vacant (including seasonal units). This figure was lower than in the County, where vacant housing accounted for 14% of all dwelling units. Of the 1,905 vacant units, 719 were seasonal units. There were no migrant worker units in the City in 2020; therefore, the net total of vacant units in Clermont in 2020 was 1,186 of the permanent units (8% vacancy).

Table 12. Housing Units by Tenure, Lake County and Clermont (2010 and 2020)

Dwelling Units by Tenure	2010				2020			
	Lake County		Clermont		Lake County		Clermont	
	Units	%	Units	%	Units	%	Units	%
Total Dwelling Units	141,568	100	11,493	100	160,237	100	14,937	100
Total Occupied Units	117,544	83.03	10,072	87.64	137,446	85.78	13,032	87.25
Owner Occupied Units	92,476	65.32	7,588	66.02	103,269	64.45	9,254	61.95
Renter Occupied Units	25,068	17.71	2,484	21.61	34,177	21.33	3,778	25.29
Total Vacant Units	24,024	16.97	1,421	12.36	22,791	14.18	1,905	12.75
Vacant – For Rent	4,275	17.79	220	15.48	3,080	13.56	823	43.2
Vacant – For Sale Only	4,919	20.48	313	22.03	2,655	11.69	74	3.88
Rented/Sold, Not Occupied	1,675	6.97	177	12.46	2,049	9.02	93	4.88
Seas., Recreational, Occas. Use	10,248	42.66	565	9.76	12,257	53.95	719	37.74
For Migrant Workers	52	0.22	0	0	0	0	0	0
Other Vacant	2,855	11.88	146	10.27	2,750	12.1	196	10.29

Source: U.S. Census Bureau 2020 American Community Survey 5-Year Estimates (Retrieved: August 2022)

Projected Housing Needs

Housing need projections are typically prepared by Florida Housing Data Clearinghouse (FHDC), and are based on household projections, household income, and housing costs. However, based on the recent housing market fluctuations, FHDC has pulled the projections from their website and are recommending that the individual jurisdictions do their own housing needs projections. The following sub-sections include projections based on past trends and Shimberg estimates.

Housing Type and Tenure

There were 14,937 housing units (13,032 permanent and 719 seasonal) in the City in 2020 (*Table 12*). Shimberg Center for Housing Studies forecasts 25,129 households (17,164 owners and 7,965 renters) by 2040 (*Table 13*). This represents a demand for approximately 10,192 housing units by 2040 based on the 2020 inventory of 14,937 housing units.

Table 13. Projected Housing Demand by Type (2010 to 2040)

Housing Type	Estimated		Projected			
	2010	2020	2025	2030	2035	2040
Single Family	9,200	11,818	14,280	16,568	18,304	19,882
Multi-family	2,294	3,119	3,768	4,372	4,830	5,247
Total Units	11,494	14,937	18,048	20,940	23,134	25,129

Note: Single Family includes single family detached, mobile homes, and other.

Source: Shimberg Center for Housing Studies, 2020 Estimate (Summary), U.S. Census Bureau 2020 American Community Survey 5-Year Estimates (Retrieved: August 2022)

Table 14. Projected Housing Demand by Tenure (2010 to 2040)

Tenure Type	Estimated		Projected			
	2010	2020	2025	2030	2035	2040
Owner-Occupied	6,649	8,073	12,400	14,334	15,791	15,791
Renter-Occupied	2,176	3,295	5,648	6,606	7,344	7,344
Total Occupied Units	8,825	11,368	18,048	20,940	23,135	25,129

Source: Shimberg Center for Housing Studies, 2020 Estimate (Summary), U.S. Census Bureau 2020 American Community Survey 5-Year Estimates (Retrieved: August 2022)

Housing tenure (*Table 14*) shows a decreasing trend in ownership with renter occupied housing increasing from 25% in 2010 to 29% in 2020. Projections show renter increase to 32% in 2030 through 2040.

Transportation Element

In 2017, the Florida Department of Transportation (FDOT) set an automobile mode level of service target during peak travel hours of “D” in all urbanized areas, which includes the City boundaries, through Policy 000-525-006-c Level of Service Targets for the State Highway System. Additionally, FDOT will work with local governments to establish appropriate level of service targets for multimodal mobility and system design. This update is reflected in Transportation and Capital Improvements Element LOS policies.

The Lake-Sumter Metropolitan Planning Organization (LSMPO) analyzed 2022 traffic data to compare traffic volumes to the capacity thresholds outlined in the 2020 FDOT *Quality/Level of Service (Q/LOS) Handbook*. The 2022 *LSMPO Congestion Management Process (CMP) State of the System Report* evaluated the Level of Service (LOS), Volume to Capacity (V/C) ratio, and congestion rating for each roadway for existing year 2022 and future year 2027 to coincide with the current five-year Transportation Improvement Program. Data and analysis from the 2022 *LSMPO Congestion Management Process (CMP) State of the System Report* for Lake County and Clermont is summarized in the following sections to provide a current estimate and short-term, five-year conditions for roadway LOS. Growth rates are determined solely based on historical traffic trends; individual planned developments within Lake and Sumter Counties are not accounted for in the applied growth rates. Long-term projections will be provided and evaluated in the Mobility Element Data and Analysis in the Comprehensive Plan rewrite in 2023.

Level of Service

LOS characterizes traffic flow, ranging from reasonably free flow (LOS B) to forced or breakdown flow (LOS F). Roadway segment characteristics that affect the allowable service volume for each LOS standard include number of lanes, median types, presence of turn lanes, posted speed limits, and area types (urban or rural). Lake County daily LOS calculations for existing 2022 conditions are summarized in *Table 15* and were based on the traffic data from the Lake County Annual Traffic Count Reports and characteristics of the functionally classified roadways included within the CMP network.

Table 15. Lake County Roadway LOS Summary (2022)

	LOS B	LOS C	LOS D	LOS E	LOS F
Roadway Miles	220	380	82	6	19
	31%	54%	11%	1%	3%
Change from 2021	--	+1%	-3%	+1%	+1%
Million Vehicle-Miles Traveled (MVMT)	506	2059	343	32	141
	16%	67%	11%	1%	5%
Change from 2021	+1%	+7%	-9%	--	+1%

Source: LSMPO CMP 2022 State of the System Report (Table 1)

A five-year, short-term forecast based on historic traffic data of individual roadway segments was utilized to estimate 2027 traffic volumes. The projected daily LOS calculations for Lake County are summarized in *Table 16*. The 2027 evaluation included improvements funded for construction within the current five-year work program and TIP. Approximately 5% of roadway miles and 7% of vehicle-miles traveled in Lake County are expected to operate with LOS E or LOS F.

Table 16. Lake County Projected Roadway LOS Summary (2027)

	LOS B	LOS C	LOS D	LOS E	LOS F
Roadway Miles	211	363	102	5	26
	30%	51%	14%	1%	4%
Million Vehicle-Miles Traveled (MVMT)	741	1,875	466	36	209
	22%	57%	14%	1%	6%

Source: LSMPO CMP 2022 State of the System Report (Table 3)

The adopted LOS standard in Lake County is LOS D for roadway segments partially or wholly within urban areas (as defined by the latest census) and the adopted LOS standard for roadway segments in all other areas is LOS C. Existing (2022) and projected (2027) traffic volumes were compared to Maximum Service Volume (MSV) at the adopted LOS standards for each respective roadway facility based on the County standards. Total miles and million vehicle-miles traveled (MVMT) operating below the adopted LOS standard are summarized in *Table 17*.

Approximately 10% of roadway miles in Lake County exceed their adopted LOS service capacity in 2022 with that percentage increasing to 11% in year 2027. These roadway segments result in approximately 22% of MVMT occurring on segments exceeding their adopted LOS service capacity in 2022 and decreasing to 17% in year 2027. LSMPO reports this decrease is due mostly to a planned Turnpike segment widening that increases service capacity for 2027.

Table 17. Lake County Roadways with Volumes Exceeding Adopted LOS (2019 to 2022)

	2019	2020	2021	2022	2022 Percent County-wide	2027	2027 Percent County-wide
Miles	79	80	70	71	10.00%	79	11.10%
MVMT	800	829	694	673	21.80%	558	16.80%

Source: LSMPO CMP 2022 State of the System Report (Table 5)

Changes in Congestion

Roadway corridors within the CMP transportation network were categorized as not congested, approaching congestion, congested, or extremely congested based on the following criteria which is outlined in the CMP Policies and Procedures Manual:

- *Not Congested* – Operating at an acceptable LOS
- *Approaching Congestion* – Operating between 90% and 100% of LOS Standard
- *Congested* – Exceeding 100% of LOS Standard but less than 108% of LOS E
- *Extremely Congested* – Exceeding 108% of LOS E (physical capacity)

Forty-five Lake County roadway segments were found to exhibit a different congestion rating with the inclusion of 2022 data than they exhibited with data through 2021. For most of these segments, a relatively normal increase or decrease in peak hour traffic volumes resulted in a V/C ratio that crossed one of the thresholds for determining congestion rating (i.e. V/C ratio increased from 0.88 – Not Congested to 0.92 – Approaching Adopted LOS Threshold). For some, the inclusion of 2022 traffic data increased or lowered the historical growth rate on a given roadway segment, thus increasing or reducing the future (2027) traffic volume projections to above or below one of the thresholds for determining congestion rating. Some segments with committed improvements identified in year 2022 had lower congestion ratings for future (2027) conditions. The following segments with committed improvements show as being Congested in year 2022, but are expected to have sufficient capacity by year 2027 with the committed improvements:

- CR 466A from Timbertop Lane to CR 468/Rose Avenue (Widen from 2 lanes to 4 lanes)
- Hartwood Marsh Road from US 27 to Hancock Road (Widen from 2 lanes to 4 lanes)
- SR 91 (Florida Turnpike) from US 27/SR 25 to US 27/SR 25/SR 19 Interchange (Widen from 4 lanes to 8 lanes)
- SR 91 (Florida Turnpike) from US 27/SR 25/SR 19 Interchange to Orange County Line (Widen from 4 lanes to 8 lanes)

Lake-Sumter MPO Summary

The LSMPO reported the Lake County Roadway network has seen minimal change in system-wide LOS over the past four years. Additionally, the roadway network has seen minimal change in miles of roadway operating over the LOS standard between 2021 and 2022, with decreases in vehicle-miles traveled in 2021 and 2022 below what was observed in 2019. This trend is expected to continue based on committed capacity improvements.

Public Facilities School Element

Public schools are addressed in the Capital Improvements, Future Land Use, and Intergovernmental Coordination elements. The City has an Interlocal Agreement for school planning and siting which provides the guidelines for school concurrency.

Capital Improvements Element

Policy 1.6.2: The City of ~~Clermont~~ adopts by reference the Five-Year ~~Facilities Master Capital Plan FY 2022-2026 2016-2020~~ as formally adopted by the Lake County School Board. ~~on September 14, 2015 and as amended, into the City's Five Year Schedule of Capital Improvements~~

Future Land Use Element

Chapter 163.3177 (Required and optional elements of the comprehensive plan) requires the Future Land Use Element to:

- Encourage the location of schools proximate to urban residential areas to the extent possible.
- The future land use element must clearly identify the land use categories in which public schools are an allowable use. When delineating the land use categories in which public schools are an allowable use, a local government shall include in the categories sufficient land proximate to residential development to meet the projected needs for schools in coordination with public school boards and may establish differing criteria for schools of different type or size. Each local government shall include lands contiguous to existing school sites, to the maximum extent possible, within the land use categories in which public schools are an allowable use.

These requirements are addressed in the following policies:

Policy 1.16.8: Public schools are an allowable use in all land use categories except conservation, parks and industrial. Public technical/training schools may be located in the industrial category. The location of schools shall be proximate to existing and planned urban residential areas to the extent possible and shall be located based on siting criteria that includes but is not limited to school size, land area, land use compatibility, environmental impacts, availability of public utilities, transportation impacts and public safety. The following criteria shall apply:

- Public elementary schools shall be sited primarily in residential areas that include housing types and densities to meet the school's enrollment capacity with students who are predominately within walking distance of the school.
- Public middle and high schools may be sited in areas with a mix of land uses, including commercial.
- Access to public school sites should be from a collector road for middle and high schools or a collector or local road for elementary schools. Ingress and egress should not create detrimental impacts on roads adjacent to the site. Approaches to the site should be safe for pedestrians, bicycles, cars and buses.
- Public utilities shall be available to the site.

Policy 1.16.9: The City shall encourage the co-location of public facilities, such as parks, libraries and community centers, with schools to the maximum extent feasible.

Intergovernmental Coordination Element

Chapter 163.3177 (Required and optional elements of the comprehensive plan) requires the Intergovernmental Coordination Element to:

The intergovernmental coordination element shall also state principles and guidelines to be used in coordinating the adopted comprehensive plan with the plans of school boards and other units of local government providing facilities and services but not having regulatory authority over the use of land. In addition, the intergovernmental coordination element must describe joint processes for collaborative planning and decision making on population projections and public school siting, the location and extension of public facilities subject to concurrency, and siting facilities with countywide significance, including locally unwanted land uses whose nature and identity are established in an agreement.

3. Within 1 year after adopting their intergovernmental coordination elements, each county, all the municipalities within that county, the district school board, and any unit of local government service providers in that county shall establish by interlocal or other formal agreement executed by all affected entities, the joint processes described in this subparagraph consistent with their adopted intergovernmental coordination elements. The agreement must:

a. Ensure that the local government addresses through coordination mechanisms the impacts of development proposed in the local comprehensive plan upon development in adjacent municipalities, the county, adjacent counties, the region, and the state. The area of concern for municipalities shall include adjacent municipalities, the county, and counties adjacent to the municipality. The area of concern for counties shall include all municipalities within the county, adjacent counties, and adjacent municipalities.

b. Ensure coordination in establishing level of service standards for public facilities with any state, regional, or local entity having operational and maintenance responsibility for such facilities.

These requirements are addressed in the following objectives and policies:

Objective 1.2: Impacts of Development. The City shall ensure that the impacts of development proposed in the City's comprehensive plan are coordinated with adjacent municipalities, Lake County, the Lake County School Board, the ECFRPC's Strategic Regional Policy Plan, the Lake-Sumter Metropolitan Planning Organization (MPO), and the state.

Policy 1.2.1: The City shall notify Lake County and adjacent municipalities as part of the development review process when impacts of a development may impact those jurisdictions.

Policy 1.2.2: The City shall coordinate with the ECFRPC and other applicable governmental agencies when developments requiring Chapter 380, Florida Statutes review are within the City's jurisdiction.

Policy 1.2.3: The City shall coordinate transportation planning activities with the

Florida Department of Transportation (FDOT), ECFRPC, Lake-Sumter MPO, Lake County and the adjacent municipalities to protect and preserve necessary future rights-of-way.

Policy 1.2.4: The City shall coordinate planning activities with the FDOT, the Florida Department of Agriculture, the ECFRPC, the Lake-Sumter MPO and Lake County to establish mechanisms for delineation and adoption of corridor roadway systems in and around the City of Clermont.

Objective 1.6: Housing and Recreational Facilities. The City shall provide appropriate mechanisms to coordinate information and programs for the provision of housing and recreational facilities.

Policy 1.6.3: The City shall continue to coordinate with officials of the Lake County School Board to ensure provision and availability of necessary infrastructure and utilities consistent with location and construction of new educational facilities and/or improvements to existing facilities.

Policy 1.6.4: The City shall engage in efforts with Lake County and the Lake County School Board for procurement, operation and maintenance of parks and recreation facilities.

Objective 1.7: School Coordination. The City of Clermont will coordinate with the Lake County School Board with regard to school siting criteria, collocation of facilities and planning coordination within one year of the adoption of this element.

Policy 1.7.1: The City and the Lake County School Board shall discuss and coordinate development plans for expansion of existing schools or development of new education facilities within the City to assure such activities are consistent with growth management directives established within the City's comprehensive plan. Issues shall include the impacts of facilities on adopted LOS standards established for public school facilities, transportation, potable water, wastewater, drainage and solid waste services.

Policy 1.7.2: The City shall provide the Lake County School Board with information regarding proposed new developments to assist its efforts in planning new schools and to solicit its review comments.

Policy 1.7.3: The City shall abide by and enforce the interlocal agreement between the City and the Lake County School Board to require cooperation in terms of population projection and school siting.

Policy 1.7.4: The Lake County School Board shall provide facilities plans and population projections on an annual basis to ensure that consistency is maintained between the two.

Policy 1.7.5: The Lake County School Board shall provide the City with any plans to site schools within the corporate limits or joint planning area.

Policy 1.7.6: The City shall provide to the Lake County School Board all applications for land use plan amendments that have the potential of increasing residential density and that may affect student enrollment, student enrollment projections or school facilities.

Policy 1.7.7: The City shall allow a member of the Lake County School Board to sit as an ex-officio member on the Local Planning Agency and comment on proposals that have the potential to increase density.

Policy 1.7.8: The City will take part in the Lake County Educational Concurrency Review Committee established by Lake County, Lake County School Board and the municipalities of Lake County that shall meet at least annually as outlined in the interlocal agreement between Lake County, Lake County School Board and municipalities for school facilities planning and siting, and will hear reports and discuss issues concerning school concurrency.

Policy 1.7.9: The City will take part in the Joint Staff School Concurrency Review Group, comprised of staff of Lake County, the municipalities of Lake County, and the Lake County School Board, that shall meet at least quarterly, as outlined in the interlocal agreement between Lake County, Lake County School Board and the municipalities of the county, for school facilities planning and siting, to discuss issues concerning school concurrency. These issues shall include but not be limited to land use, school facilities planning, including such issues as population and student projections, level of service, capacity, development trends, school needs, co-location and joint use, and ancillary infrastructure improvements needed to support schools and ensure safe student access. The Lake County School Board staff shall be responsible for making meeting arrangements.

Policy 1.7.10: The City will provide full cooperation and coordination with the Lake County School Board, as needed, to coordinate planning activities and maximize the use of available public facilities.

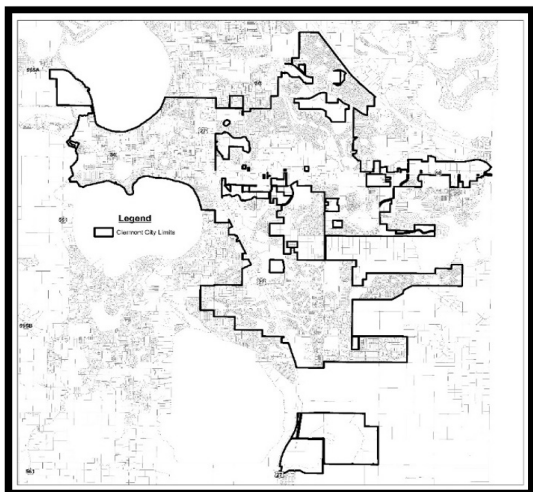
Policy 1.7.11: The City will pursue formalization of existing agreements with the Lake County School Board for the use of school facilities for recreation services and activities. Agreements should establish a level of service ratio to determine the maximum allowable use of the facilities for public access to optimize the use of the facilities and to help the City determine its long-term recreation needs.

CITY OF CLERMONT EVALUATION & APPRAISAL REPORT ORDINANCE NO. 2023-001

The adoption of the proposed ordinance will be heard by the City Council on Tuesday, February 28, 2023 at 6:30 PM.

ORDINANCE NO. 2023-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE EVALUATION AND APPRAISAL REPORT PERTAINING TO THE COMPREHENSIVE PLAN FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ADOPTING THE EVALUATION AND APPRAISAL REPORT; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE EVALUATION AND APPRAISAL REPORT; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.



All meetings will be held in Clermont City Hall, 1st floor Council Chambers, located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

This ordinance is available for public inspection in the Development Services Office, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

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. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 28, 2023		
Agenda Item Name		
Ordinance No. 2023-008 <i>Final</i> A&M 4 Cans, LLC.		
Requested Action		
Request approval of Ordinance No. 2023-008.		
Staff Report		
This Ordinance will grant a non-exclusive Garbage Collection Franchise to A&M 4 Cans, LLC for commercial collection. A&M 4 Cans, LLC will be required to pay the established franchise fees for garbage collection. Exhibit A is attached to the Ordinance, which is the proposed non-exclusive commercial roll-off solid waste container collection and disposal agreement between the City of Clermont and A&M 4 Cans, LLC.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2023-008 -A&M 4 Cans - Garbage Franchise (02.20.2023)	2023-008 -A&M 4 Cans - Garbage Franchise (02.20.2023).pdf	
2. Garbage franchise application	Garbage franchise application.pdf	
3. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, GRANTING A GARBAGE COLLECTION FRANCHISE TO A&M 4 CANS, LLC. PROVIDING FOR THE TERM OF THE FRANCHISE AND FOR OTHER PURPOSES CONNECTED WITH A FRANCHISE FOR THE COLLECTION OF GARBAGE WITHIN THE CITY OF CLERMONT.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont, Lake County, Florida as follows:

SECTION 1.

The City, acting by and through its City Council, hereby grants unto A&M 4 Cans, LLC., its successors and assigns, a non-exclusive right and privilege to operate a refuse collection system in, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the City, for the purpose of collecting commercial refuse, subject to certain limitations hereinafter set forth.

SECTION 2.

The rights granted herein shall specifically not include:

1. the collection and disposal of all residential refuse;
2. the collection and disposal of all commercial refuse generated by establishments which:
 - (a) utilize 12 or less refuse cans per pick up each with a capacity not exceeding 30 gallons and/or
 - (b) require service two or less times per week.

SECTION 3.

The City hereby grants a non-exclusive franchise to A&M 4 Cans, LLC. and A&M 4 Cans, LLC will agree to collect and dispose of commercial refuse other than that described in Section 2 of this Ordinance under the conditions set forth in this Ordinance and in the Franchise Agreement attached hereto and incorporated herein as Exhibit "A".

SECTION 4.

A&M 4 Cans, LLC. shall be an independent contractor and shall enter into a contract with City that provides, among other things, that A&M 4 Cans, LLC. shall covenant to hold harmless and indemnify and indemnify the City for any and all damages, including attorney fees, arising out of directly or indirectly and/or by virtue of any claim, whether actual or threatened, of whatsoever nature resulting from the activities of A&M 4 Cans, LLC., its agents, servants or employees, within or without the city limits. A&M 4 Cans, LLC. will, within five (5) days from the adoption of this Ordinance, cause to be written a policy of general liability insurance, insuring it and the City against all claims made by any person or persons for personal injuries or property damage incurred



CITY OF CLERMONT
ORDINANCE NO. 2023-008

in connection with the performance by A&M 4 Cans, LLC., its servants, agents, and employees, of the services required under this Ordinance and the Franchise hereby granted, which said policy shall be written within limits of \$1,000,000 per person and \$3,000,000 per occurrence, and for not less than \$100,000 for damages to property per occurrence.

SECTION 5.

A&M 4 Cans, LLC. shall post with the City a surety bond or letter of credit in the amount of \$100,000 guaranteeing the faithful performance by it of all of its obligations and covenants under said Contract.

SECTION 6.

This Franchise and the Contract between the City and A&M 4 Cans, LLC. shall be in full force and effect until A&M 4 Cans, LLC., commencing immediately; and this Franchise and Contract shall thereafter be automatically renewed from year to year unless terminated by either party upon not less than sixty (60) days written notice.

SECTION 7.

A&M 4 Cans, LLC. shall pay monthly to the City a franchise fee established by separate resolution of the City of Clermont.

SECTION 8.

This Ordinance and the Franchise granted thereby are applicable to all lands lying within the corporate limits of the City and shall be applicable with equal force to any additional lands hereinafter included within the corporate limits of the City, and no such addition of lands or to be excluded from the corporate limits as the same presently exist, shall invalidate this Ordinance or the Franchise granted hereunder, or constitute a basis for any adjustment to or claim under any contract which may be executed under the authority of this Ordinance.

SECTION 9.

All ordinances and/or parts of ordinances which are in conflict with this Ordinance are hereby repealed and same shall be of no further force and effect.

SECTION 10.

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its second reading and Final passage.



CITY OF CLERMONT
ORDINANCE NO. 2023-008

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of February, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
ORDINANCE NO. 2023-008

EXHIBIT “A”

CITY OF CLERMONT
NON-EXCLUSIVE COMMERCIAL ROLL-OFF SOLID WASTE CONTAINER
COLLECTION AND DISPOSAL AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of February, 2023, by and between the City of Clermont, Florida (“City”), and A&M 4 Cans, LLC., whose address is 18147 Coralwood Lane Groveland, FL 34736 (“Grantee”).

RECITALS:

WHEREAS, City as a municipal corporation of the State of Florida has the authority and right to regulate the use of public right-of-way and related facilities in conjunction with the commercial activity of the collection and disposal of commercial waste; and

WHEREAS, Grantee has requested the City grant to it a non-exclusive franchise right to operate within the incorporated municipal limits of the City of Clermont; and

NOW THEREFORE the parties do hereby agree as follows:

SECTION 1 Definitions. Definitions of terms used in this Ordinance:

- (A) “Refuse” includes all garbage and other trash generated by citizens of the City and businesses within the City.
- (B) “Residential Refuse” is that refuse generated by residents of the City.
- (C) “Commercial Refuse” is that refuse generated by commercial and industrial establishments presently operating in the City and any such establishment which may begin operative during the term of the Contract contemplated herein. Multi-family residential may be considered commercial use.

SECTION 2 Grant of Franchise.

Pursuant to City of Clermont Ordinance No. 2023-008, the City hereby grants to Grantee, and the Grantee hereby accepts, a non-exclusive right and privilege to operate a refuse collection system in, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the City, for the purpose of collecting commercial refuse, subject to certain limitations hereinafter set forth.



CITY OF CLERMONT
ORDINANCE NO. 2023-008

SECTION 3 Incorporation of the Ordinance.

The Franchise granted hereunder is issued pursuant to and subject to the provisions of the Ordinance No. 2023-008 as passed on February 28, 2023, hereinafter “the Ordinance”. Grantee agrees to comply with all provisions of the Ordinance, as amended from time to time by the City in the lawful exercise of its Police Powers.

SECTION 4 Compliance with other Federal, State, and Local requirements.

The Grantee agrees to comply with all applicable federal and state laws, rules and regulations. Failure on the part of the Grantee to comply with material requirements of this Agreement, the Ordinance or/and any other local, state or federal law, ordinance, or rule or regulation relating to the collection and disposal of solid waste will result in the cancellation of this Franchise.

SECTION 5 Insurance, Indemnification, Hold Harmless and Duty to Defend.

(a) Grantee shall, within five (5) days from the adoption of this Ordinance, cause to be written a policy of general liability insurance, insuring it and the City against all claims made by any person or persons for personal injuries or property damage incurred in connection with the performance by Grantee, its servants, agents, and employees, of the services required under this Ordinance and the Franchise hereby granted, which said policy shall be written within limits of \$1,000,000 per person and \$3,000,000 per occurrence, and for not less than \$100,000 for damages to property per occurrence. In the event that said policy is ever canceled or terminated, Grantee shall notify City immediately with the name and proof of the replacement insurance carrier and policy.

(b) Grantee does hereby agree to indemnify, hold harmless and defend City from any and all causes of actions or claims of any kind for damages of any kind, including attorney fees, whether actual or threatened, and related in any matter, directly or indirectly to the Grantee’s exercise of any rights granted hereunder, either within or without the City limits.

(c) Nothing herein shall be construed or act as a waiver of any sovereign immunity the City may enjoy in accordance with applicable law, the protection of which the City expressly reserves.

SECTION 6 Limitation of Grant of Franchise.

The non-exclusive franchise right granted herein is limited by the Ordinance and shall specifically not include the following to the following:

(a) the collection and disposal of all residential refuse;



CITY OF CLERMONT
ORDINANCE NO. 2023-008

(b) the collection and disposal of all commercial refuse generated by establishments which:

- (1) utilize twelve (12) or less refuse cans per pick up each, with a capacity not exceeding thirty (30) gallons and/or
- (2) require service two or less times per week

SECTION 7 Service Requirements.

Any and all services to be provided hereunder by Grantee shall be performed in accordance with applicable professional standards, this Agreement, the Ordinance, and all Local, State and Federal Laws. In addition thereto, Grantee shall act as follows:

- (a) All commercial waste to be picked up by Grantee will be stored in standard manufactured, mechanically serviced containers approved by the City. Grantee will supply such containers as needed by customers. Location of containers is subject to City approval.
- (b) Size of containers and frequency of service will be agreed upon by Grantee and each customer. Minimum container size shall be two cubic feet. Containers will be disinfected a minimum of once per week to remove all noxious and/or obnoxious odors.
- (c) The rates for each individual customer are to be negotiated between Grantee and each customer it serves. The City and each customer shall be notified of any proposed rate change at least sixty (60) days prior to the effective date of the rate change.
- (d) Grantee, its agents, servants or employees shall collect refuse collected hereunder in enclosed, standard, packer-type vehicles approved by the City, and shall perform their obligations hereunder in a courteous, workmanlike manner so as not to create a nuisance for any of the residents of the City. All such commercial refuse collected hereunder shall be disposed in a lawful manner.
- (e) Grantee shall have the sole responsibility for the billing and collection of charges provided hereunder. Billings shall be monthly and payable on or before the 15th day of the succeeding month. In the event bills are not paid within this time, Grantee shall have the right to discontinue service for non-payment. Nothing herein shall be construed or act as an acknowledgement or guarantee by City of any fees or billings owed to Grantee.
- (f) Collection shall be made during hours as set forth in a schedule approved by the City. All collection will be made as quietly as possible.

SECTION 8 Payment of Franchise Fee.



CITY OF CLERMONT
ORDINANCE NO. 2023-008

Grantee shall pay monthly to the City a franchise fee established by separate resolution of the City of Clermont. Grantee shall provide an annual audit report to the City showing gross annual billings and receipts, if requested by the City. Fees to be assessed commencing with the first billing of any customer. In the event services have been provided prior to this agreement, all past due fees calculated from the first billing shall be paid within thirty (30) days of this Agreement.

SECTION 9 Posting of Performance Bond.

Within thirty (30) days of the execution of this Agreement, Grantee shall provide to the City, and at all times thereafter shall maintain in full force and effect for the term of this Franchise or any renewal thereof, at Grantee's sole expense, a performance bond or letter of credit with a company or financial institution and in a form approved by the City in its sole discretion, in the amount of one hundred thousand dollars (\$100,000), consistent with the requirements of the Ordinance and this Agreement.

SECTION 10 Term, Termination and Assignment.

This Franchise and this Agreement shall be in full force and effect until July 10, 2013, commencing immediately; and this Franchise and Contract shall thereafter be automatically renewed from year to year unless terminated by either party upon not less than sixty (60) days written notice sent via U.S. registered or certified mail, return receipt requested, to the other party. This Franchise and the Contract between the City and Grantee may be assignable to an affiliated company by Grantee after it has first obtained the consent of the City for such assignment. In the event of default of any of the terms of the Ordinance of this Agreement, City may terminate this agreement after providing to Grantee thirty (30) days written notice and an opportunity to cure.

SECTION 11 Notice, Proper Form.

Any notices required or allowed to be delivered hereunder or under the Ordinance shall be in writing and be deemed to be delivered when (1) hand delivered to the official hereinafter designated or (2) upon mailing of such notice when deposited in United States Mail, postage prepaid, certified mail, return receipt requested, Federal Express or courier, addressed to a party at the address set forth opposite of the party's name below, or such other address as the party shall specify by written notice to the other party delivered in accordance herewith:

City:

City of Clermont

Attention: City Clerk

685 W. Montrose Street

Clermont, FL 34711



CITY OF CLERMONT
ORDINANCE NO. 2023-008

Grantee: A&M 4 Cans, LLC.
Attention: Anand Ramlakhan
18147 Coralwood Lane
Groveland, FL 34736

SECTION 12 Disclaimer of Third Party Beneficiaries.

This agreement is solely for the benefit of and shall be binding upon the parties hereto and their respective successors in interest. No right or cause of action shall accrue upon, or by reason hereof, to or for the benefit of any person not a party to this Agreement or a successor in interest.

SECTION 13 Severability.

This Agreement is declared by the parties to be severable.

SECTION 14 Applicable Law and Venue.

This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any cause of action hereunder shall be exclusively in Lake County, Florida.

SECTION 15 Entire Agreement; Modification.

This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements. Modifications to and waivers of the provisions herein may be only by the parties hereto and only in writing.



CITY OF CLERMONT
ORDINANCE NO. 2023-008

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the date and year first above written.

CITY OF CLERMONT, FLORIDA

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

GRANTEE:

By: _____

Title: _____

ATTEST: _____

Title: _____

1. Applicant Contact Information:

Name of franchise applicant (Company Name): AM4 CANS LLC Title: _____

Contact person (if different than applicant): _____

Physical address: 13147 COALWOOD LN GROVELAND FL. 34736

Mailing address (if different from physical address): _____

Business phone number: 407-402-8755 Fax number: _____

Email address: AM4CANS@gmail.com

Type of Franchise Being Sought (Check All that Apply):
☐ Commercial Waste ☒ Roll Off Container

2. Franchise Information:

Applicant type for a commercial franchise: ☐ Individual ☐ Partnership (see below) ☒ Corporation (see below)

If the applicant type is a:

- Partnership, or
- Corporation

Provide the name(s) and business address(s) of the principal officers and stockholders and other persons having a financial or controlling interest in the partnership or corporation; **provided, however**, that if the corporation is a publicly owned corporation having more than twenty five (25) shareholders, then only the names and business addresses of the local managing officers shall be provided (attach additional sheets if necessary):

Name(s):	Business Address(s):
MARLYN RAMLAKHAN	13147 COALWOOD LN. GROVELAND 34736

Corporation/Partnership Applicant Signature and Verification of Code Compliance

State of FLORIDA
County of LAKE

Before me, the undersigned authority, this day personally appeared ANAND RAMLAKHAN (Name)
hereinafter "Affiant", as OWNER (Title) of AGMA CANS LLC (Name of Business)
a FLORIDA (State) LLC (Type of Business - corporation, partnership, LLC, LLP, etc.) (hereinafter, "Business"),

who, being by me first duly sworn, upon oath, deposes and says:

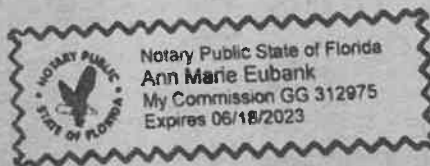
1. That the Affiant has full authority to execute this affidavit on behalf of the Business;
2. That the Affiant is the duly authorized representative of the Business, which is requesting approval of a solid waste commercial franchise;
3. That the information provided within the preceding application is true and correct; and
4. That the Affiant has read, and certifies that the Business will comply with, if awarded a franchise, all provisions of the Clermont Franchise Agreement, and all other applicable provisions of Clermont City Code pertaining to the collection and disposal of residential and commercial waste.

FURTHER Affiant sayeth not.

Anand Ramlakhan (Signature)
ANAND RAMLAKHAN (Print Name and Title)

For, and on behalf of,
AGMA CANS LLC (Name of Business)

Ann Marie Eubank
Notary Public

My Commission Expires: 6/18/23

Individual Applicant Signature and Verification of Code Compliance

State of FLORIDA
County of LAKE

Before me, the undersigned authority, this day personally appeared ANAND RAMLAKHAN
(Name)
hereinafter "Affiant", who, being by me first duly sworn, upon oath, deposes and says:

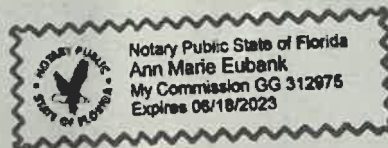
1. That the Affiant is requesting approval of a solid waste commercial franchise;
2. That the information provided within the preceding application is true and correct; and
3. That the Affiant has read, and certifies that the Business will comply with, if awarded a franchise, all provisions of the Clermont Franchise Agreement, and all other applicable provisions of Clermont City Code pertaining to the collection and disposal of residential and commercial waste.

FURTHER Affiant sayeth not.

Anand Ramlakhan
(Signature)
ANAND RAMLAKHAN
(Print Name)

Ann Marie Eubank
Notary Public

My Commission Expires: 6/18/23





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
A&M 4 CANS L.L.C.

Filing Information

Document Number L21000105017
FEI/EIN Number 86-2724574
Date Filed 03/04/2021
Effective Date 03/03/2021
State FL
Status ACTIVE

Principal Address

18147 CORALWOOD LANE
GROVELAND, FL 34736 UN

Mailing Address

18147 CORALWOOD LANE
GROVELAND, FL 34736 UN

Registered Agent Name & Address

RAMLAKHAN, ANAND
18147 CORALWOOD LANE
GROVELAND, FL 34736

Authorized Person(s) Detail

Name & Address

Title MGR

RAMLAKHAN, ANAND
18147 CORALWOOD LANE
GROVELAND, FL 34736

Title AMBR

RAMLAKHAN, MARLYN
18147 CORALWOOD LANE
GROVELAND, FL 34736

Annual Reports

Report Year	Filed Date
-------------	------------

2022

02/03/2022

Document Images

02/03/2022 – ANNUAL REPORT

[View image in PDF format](#)

03/04/2021 – Florida Limited Liability

[View image in PDF format](#)

Florida Department of State, Division of Corporations

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	01/30/2023
Order Number:	8385820
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	50.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	02/14/2023 - 02/14/2023	Govt Public Notices
LEE dailycommercial.com	1	02/14/2023 - 02/14/2023	Govt Public Notices

Total Order Confirmation	\$89.00
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LEGAL NOTICE

On Tuesday, February 28, 2023 at 6:30 PM the Clermont City Council will consider the final enactment of the following proposed ordinance.

ORDINANCE NO. 2023-008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, GRANTING A GARBAGE COLLECTION FRANCHISE TO A&M 4 CANS, LLC. PROVIDING FOR THE TERM OF THE FRANCHISE AND FOR OTHER PURPOSES CONNECTED WITH A FRANCHISE FOR THE COLLECTION OF GARBAGE WITHIN THE CITY OF CLERMONT.

All meetings will be held in Clermont City Hall, 1st floor Council Chambers, located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

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 8:00 A.M. and 5:00 P.M.

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. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial

February 14, 2023

8385820 2/14/2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 28, 2023		
Agenda Item Name		
Ordinance No. 2023-013 <i>Final Recodification</i>		
Requested Action		
Request approval of Ordinance No. 2023-013.		
Staff Report		
The City Code was last updated and codified in its entirety in November 2008. Civic Plus, formerly known as Municipal Code Corporation, has been working with the City to address obsolete and other provisions requiring amendment or revision in the City Code. A summary of the substantive changes recommended and reviewed by City staff and the City attorney is attached. The proposed ordinance will adopt all of these changes and serve as an update and recodification of the entire City Code.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2023-013 - Codification 2023 (02.07.2023)	2023-013 - Codification 2023 (02.07.2023).pdf	
2. Substantive Changes	Substantive Changes.pdf	
3. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-013

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ENACTING A RECODIFIED CODE OF ORDINANCES FOR THE CITY OF CLERMONT; REVISING, AMENDING, RESTATING, CODIFYING, AND COMPILING CERTAIN EXISTING GENERAL ORDINANCES OF THE CITY PERTAINING TO SUBJECTS EMBRACED IN SAID CODE; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, certain existing general ordinances of the City of Clermont are obsolete or superseded by law, and the manner of arrangement, classification and indexing of the ordinances within the Code are insufficient to meet the immediate needs of the City, and

WHEREAS, the acts of the state legislature of the state of Florida empower and authorize the governing body of the municipality to revise, amend, restate, codify and to compile any existing ordinance or ordinances and all new ordinances not heretofore adopted or published and to incorporate said ordinances into one ordinance in book form, and

WHEREAS, the City Council of the City of Clermont has authorized a general compilation, revision, amendment and codification of the ordinances of the City of a general and permanent nature and publication of such ordinances in book form.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont, Florida, as follows:

SECTION 1.

The general ordinances of the City of Clermont, consisting of ordinances as herein revised, amended, restated, codified and compiled in book form that has been prepared by Civic Plus formally known as Municipal Code Corporation in 2022, and that is contained in the copy which is attached hereto and incorporated herein by reference, are adopted as and shall constitute the “Code of Ordinances of the City of Clermont, Florida”. The Code shall be treated and considered as a new, original comprehensive ordinance which consists of all general and permanent ordinances of the City of Clermont, enacted up to and including this Ordinance.

SECTION 2.

Any and all additions and amendments to such Code when passed in such form as to indicate the intention of the City Council to make the same a part thereof shall be deemed to be incorporated in such Code so that reference to the “Code of Ordinances of the City of Clermont, Florida”, shall be understood and intended to include such additions and amendments

SECTION 3.

A copy of the Code shall be kept on file in the Office of the City Clerk preserved in loose leaf form or in such other form as the City Clerk may consider most expedient. It shall be the express duty of the City Clerk, or designee, to insert in their designated places all amendments, ordinances, or resolutions which indicate the intention of the City Council to make the same a part of such Code when the same have been printed or reprinted in page form, and to extract from such Code all provisions which from time to time may be repealed by the City Council. This copy of such Code shall be available for all persons desiring to examine the same.



CITY OF CLERMONT
ORDINANCE NO. 2023-013

SECTION 4.

It shall be unlawful for any person to change or alter by additions or deletions, any part or portion of such Code, or to insert or delete pages or portions thereof, or to alter or tamper with such Code in such manner whatsoever which will cause the laws of the City of Clermont to be misrepresented thereby. Any person violating this section shall be punished as provided by applicable law.

SECTION 5.

Whenever in such Code an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor by the City Council, or whenever in such Code the doing of any act is required or the failure to do any act is declared to be unlawful by the City Council and no specific penalty is provided therefore, the violation of any such provision of such Code shall be punished as provided in Section 1-15.

SECTION 6: CONFLICT

Any portion of the Code of Ordinances, City of Clermont, Florida or any ordinance or part thereof in conflict with this ordinance is hereby repealed to the extent of such conflict.

SECTION 7: SEVERABILITY

It is declared to be the intent of the City Council that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 8: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 9: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2023-013

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of February, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

Roger D. Merriam
Senior Code Attorney, Municode
(Admitted to Practice in Florida)
rdm@municode.com 1-800-262-2633, ext. 7087 (1-850-692-7087)

September 26, 2022

TO: ALL CONCERNED

RE: CITY OF CLERMONT RECODIFICATION—SUBSTANTIVE CHANGES

This memorandum outlines the substantive changes that will be promulgated in city ordinances by the adoption of the new Code. All references are to the current Code unless stated otherwise

SUBPART A. GENERAL ORDINANCES

Chapter 1. General Provisions

This chapter has been revised in full. Code 2008, § 1-14, is deleted as covered by F.S. § 839.13, adopted by reference in Code § 42-1 (New Code § 24-1).

Chapter 2. Administration

Article II. City Council

Sec. 2-33. Compensation of mayor and councilmembers. In subsections (a) and (b), deleted the first sentences as covered by the third sentences. (New Code § 2-21)

Sec. 2-34. Meetings. Delete the last sentence as covered by F.S. § 286.011. (New Code § 2-22)

MAILING ADDRESS: P.O. Box 2235 Tallahassee, FL 32316
PHYSICAL ADDRESS: 1700 Capital Circle, SW Tallahassee, FL 32310
FAX: 850-564-7492
LOCAL TELEPHONE NUMBER: 850-576-3171, ext. 7087

Article III. Board, Committees and Commissions

Division 2. Planning and Zoning Commission

Sec. 2-83. Rules of procedure. So as to avoid adoption by reference problems, altered the reference to *Robert's Rules, Newly* to be to the 11th edition thereof, (New Code § 101-69)

Article IV. Officers and Employees

Division 1. Generally

Sec. 2-106. City engineer; office authorized. Deleted as not needed. This section grants authority to the council.

Article V. Code Enforcement

Division 2. Code Enforcement Board

Sec. 2-206. Created; jurisdiction; powers and duties; enforcement by courts. In subsection (e), as Municode has changed code enforcement special magistrate to code enforcement board throughout the city Code and the Land Development Code, deleted the references to same in this subsection. (New Code §)

Division 3. Code Enforcement Citations

Sec. 2-215. Initiation; notice. Deleted as covered by (and in conflict with) F.S. 163.02(1)—(3).

Sec. 2-217. Conduct of hearings. Deleted subsection (b) as covered by F.S. § 162.07(2). (New Code § 1-99)

Sec. 2-218. Findings of fact; issuance of order. Deleted as covered by F.S. § 162.07(4).

Sec. 2-219. Administrative fines. Deleted as covered by (and in conflict with) F.S. § 162.09(1), (2).

Sec. 2-220. Liens—Generally. Delete as covered by (and in conflict with) F.S. § 162.09(3).

Sec. 2-221. Same—Duration. Delete as covered by (and in conflict with) F.S. § 162.10.

Sec. 2-223. Notices. Delete as covered by (and in conflict with) F.S. § 162.12. (New

Sec. 2-227. Procedures; investigation of violations; issuance of citations. (New Code § 1-132)

1. Deleted subsections (b) and (c) as covered by (and in conflict with) F.S. § 162.21(3)(a)—(3)(c).

2. In subsection (k), altered to be consistent with the provisions of F.S. § 162.21(6) by changing “a person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a violation of this Code and punished pursuant to section 1-15” to “a person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or 775.083.”

Chapter 6. Alcoholic Beverages

Sec. 6-3. Consumption or possession upon public property; penalty. Deleted subsection (j) as covered by New Code § 1-7. Ordinance violations are not misdemeanors. See F.S. § 775.08(2). (New Code § 4-3)

Chapter 10. Animals

Article I. In General

Sec. 10-10. Liberal construction. Deleted as covered by New Code § 1-2(1).

Article IV. Rabies-Susceptible Animals

Sec. 10-76. Reporting and confinement of rabies-susceptible animals which have bitten people or appear to have rabies. In subsection (b), updated the state law reference to be to F.A.C. 64D-3.029. (New Code § 6-76)

Chapter 14. Buildings and Building Regulations

Throughout this chapter changed planning and zoning department to building services department. (New Code ch. 8)

Article III. House Numbering

Sec. 14-96. Planning and zoning department to assign numbers. Changed planning and zoning department to building services department. (New Code § 8-101)

Chapter 34. Environment

Throughout this chapter change planning and zoning department to planning and development services department. (New Code ch. 18)

Article II. Noise

Sec. 34-40. Enforcement. Revised subsection (b)(3) to tie penalty to new Code § 1-7. Ordinance violations are not misdemeanors. See F.S. § 775.08. (New Code § 18-28)

Sec. 34-42. Liability of enforcement officer. Deleted as beyond the power of the town to provide.

Sec. 34-43. Administration. Delete the first sentence as not needed. (New Code § 18-31)

Chapter 42. Offenses

Sec. 42-5. Fire department property; tampering, damaging or destroying. Deleted as adequately covered by F.S. § 806.13.

Sec. 42-9. Public lands; selling goods or parading thereon. Deleted the reference to parades as superseded by Code ch. 54, art. IV. (New Code § 24-7)

Sec. 42-16. Prohibited residences for sexual offenders. In subsection (d), deleted the penalty for a second offense as in conflict with F.S. § 166.22. (New Code § 24-14)

Chapter 46. Pensions and Retirement

Article III. Police Officers' Retirement Plan

Sec. 46-72. Conviction and forfeiture; false, misleading or fraudulent statements. As ordinance violations are not misdemeanors (see F.S. § 775.08), deleted subsection (b) so that the penalty in new Code § 1-7 applies. (New Code § 28-77)

Article IV. Firefighters' Retirement Plan

Sec. 46-122. Conviction and forfeiture; false, misleading or fraudulent statements. As ordinance violations are not misdemeanors (see F.S. § 775.08), deleted subsection (b) so that the penalty in new Code § 1-7 applies. (New Code § 28-136)

Chapter 54. Streets, Sidewalks and Other Public Places

Article IV. Special Events

Sec. 54-100. Purpose and intent. Change development services department to planning and development services department. (New Code § 32-141)

Article V. Park and Recreation Areas

Sec. 54-120. Noise and other conduct. So as to avoid constitutional problems, restricted the language prohibition to apply only to language that is reasonably foreseeable to provoke an immediate breach of the peace. (New Code § 26-28)

Sec. 54-122. Injuring, interfering with, etc., buildings and other property. Deleted as adequately covered by F.S. § 806.13.

Chapter 58. Taxation

Article IV. Local Business Tax

Sec. 58-119. Qualifications of applicants. Changed planning and zoning department to building services department. (New Code § 34-129)

Chapter 62. Traffic and Vehicles

Article I. In General

Sec. 62-1. Permits for parades, processions and sound trucks.

1. Deleted the reference to parades as superseded by Code ch. 54, art. IV.
2. Deleted the reference to sound trucks as superseded by Code ch. 34, art. II.

The net result is that this section is deleted in full.

Sec. 62-39. Parking for certain purposes prohibited, sale of motor vehicles, prohibited acts. Altered subsection (d) (*which provision grants authority to local*

governments) to allow towing and deleted subsection (j) (which provision grants authority to local governments) as not needed. (New Code § 36-29)

Article IV. Commercial Megacycles

Sec. 62-57. Requirements for drivers and other personnel. In subsection (3)(e), avoided constitutional problems by restricting the language prohibition to language that is reasonably foreseeable to provoke an immediate breach of the peace. (New Code § 36-79)

Chapter 66. Utilities

Change all references to utility department or utilities department to public services department. Changed all references to utility director or utilities director public services (New Code ch. 38)

Article I. In General

Sec. 66-4. Septic tanks and cesspools; sewer connections.

1. Delete subsection (a) as superseded by Code § 66-78.
2. Delete subsection (b) as superseded by Code § 66-6.

The above results in the deletion of Code § 66-4.

Article III. Public Sewer Use

Sec. 66-79. Building sewers and connection. In subsection (a), changed planning and zoning department to city. (New Code § 38-81) The same change is made in § 66-13. (New Code § 38-12)

Article VII. Water Efficient Irrigation and Landscape

Division 2. Irrigation

Sec. 66-218. Irrigation system design. Changed planning and zoning department to planning and development services department. (New Code § 18-248)

SUBPART B. LAND DEVELOPMENT CODE

Chapter 86. Administration

Article III. Orders and Permits

Division 3. Conditional Use Permits

Sec. 86-149. Development agreements. (New Code § 101-217)

1. In subsection (c)(4), deleted the references to the department of community affairs. See F.S. § 163.3235.
2. In subsection (f), deleted the language about the department of community affairs. See F.S. § 163.3239.

Chapter 90. Concurrency Management

Changed planning and zoning department to planning and development services department. (New Code ch. 103)

Article I. In General

Sec. 90-1. Purpose and intent of chapter. In subsection (a), deleted the reference to repealed F.A.C. § 9J-5.0055. (New Code § 103-1)

Sec. 90-7. Estimation of demand for proposed development. Deleted the last paragraph of subsection (a); it is based upon deleted ch. 90, art. II. (New Code § 103-7)

Article II. Transportation Proportionate Fair Share

Deleted as obsolete. This article implemented now repealed F.S. § 163.3180(16). It also cited repealed F.S. § 163.3180(12).

Chapter 94. Environmental Protection

Article V. Well Field and Aquifer Protection

Sec. 94-136. Prohibited uses and structures in well field protection zones. Deleted dsubsection (a)(1). It references nonexistent F.A.A. 69L-41. (New Code § 105-24)

Sec. 94-139. Groundwater recharge areas aquifer protection standards. Deleted subsection (b) it implements repealed F.S. § 373.0391. (New Code § 105-27)

Chapter 98. Parking and Vehicular Use Areas

Sec. 98-7. Level, reserved parking spaces for handicapped persons. Changed physically handicapped persons to physically disabled persons. (New Code § 115-7)

Chapter 102. Signs

Sec. 102-8. Prohibited signs; exceptions. Delete subsection (20) as unconstitutional. See *Krantz v. City of Fort Smith*, 160 F.3d 1214 (8th Cir. 1998) *cert. den* 1527 U.S. 1037, 19 S. Ct. 2397 144 L. Ed. 2d 797; *Klein v. City of San Clemente*, 584 F.3d 1196 (9th Cir. 2009). (New Code § 117-8)

Chapter 118. Vegetation

Article III. Trees

Division 2. Tree Board

Sec. 118-91. Preparation of tree plan. Changed reference to city beautification committee to city staff. (New Code § 123-77)

Chapter 122. Zoning

Change planning and zoning department to planning and development services department. (New Code ch. 125) However, in Code § 122-34(d) (New Code § 125-24(d)), changed planning and zoning department to building services department.

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	02/07/2023
Order Number:	8436095
Prepayment Amount:	\$ 0.00

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Print				
Product	#Insertions	Start - End	Category	
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LEE dailycommercial.com	1	02/14/2023 - 02/14/2023	Govt Public Notices	

Total Order Confirmation	\$100.06
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LEGAL NOTICE

On Tuesday, February 28, 2023 at 6:30 PM the Clermont City Council will consider the final enactment of the proposed ordinance.

ORDINANCE NO. 2023-013

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ENACTING A RECODIFIED CODE OF ORDINANCES FOR THE CITY OF CLERMONT; REVISING, AMENDING, AND RESTATING, CODIFYING, AND COMPILING CERTAIN EXISTING GENERAL ORDINANCES OF THE CITY PERTAINING TO SUBJECTS EMBRACED IN SAID CODE; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

All meetings will be held in Clermont City Hall, 1st floor Council Chambers, located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

This ordinance is available for public inspection in the City Clerk's Office, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 AM and 5:00 P.M.

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. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk
8436095 2/14/2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 28, 2023		
Agenda Item Name		
Variance Request 601 E. Desoto Street		
Requested Action		
Recommend denial of requested variance.		
Staff Report		
The applicant is requesting a variance to allow for an existing residential front yard fence to exceed the maximum 4-foot height permitted by the Land Development Codes, Section 122-341, Accessory Uses and Structures. The single family residential property is located at 601 East Desoto Street, which is on the corner of Scott and East Desoto Street. The zoning is R-2 Medium Density Residential and the Land Use Designation is Low Density Residential. The applicant was granted a residential fence permit which indicated in the submitted survey, the front yard fence height would not exceed the 4-foot high maximum allowed and the rear/side yard fence height could be up to 6-foot high as permitted by the codes. The existing front yard fence is approximately five and half (5 ½) feet high, which exceeds the maximum permitted. Therefore, the property currently has an open Code Enforcement violation case. The applicant is requesting a variance to allow the existing front yard fence to remain as constructed. Staff finds the proposed residential front yard fence height exceeds the maximum 4-foot height permitted by the Land Development Codes and the provisions of the approved permit. Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet the required positive findings on all (5) five review criteria. Therefore, staff recommends denial of the requested variance.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. New 86-174 Review Criteria	New 86-174 Review Criteria.pdf	
2. NEW LOCATION MAP	NEW LOCATION MAP.pdf	
3. Site plan	Site plan.pdf	
4. Original Approved Permit	Original Approved Permit.pdf	
5. 601 E Desoto Street-Display Picture	601 E Desoto Street-Display Picture.pdf	
6. Pictures (1)	Pictures (1).jpg	
7. Picture (2)	Picture (3).jpg	
8. Application	Application.pdf	
9. Legal ad	Legal ad.pdf	

601 E Desoto Street - Variance

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. When reviewing an application for a variance, the City Council shall not vary the requirements of the land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners of negatively impact the standard of living of the citizens of the city;
Applicant response: *Granting of the variance would not cause interference of enjoyment by adjacent property.*

Staff comments: *The variance request to allow for a single family residential lot front yard fence height to exceed the maximum 4 foot height requirements allowed by the Land Development Codes, Section 122-341. The fence is existing and there is an open code enforcement violation case against the property. The applicant is requesting a variance to allow the fence to remain as constructed.*

Negative finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: *Variance will allow reasonable use of the property which will not be out of character for other properties in the area.*

Staff comments: *The variance request is not out of character with other properties in this zoning district.*

Positive finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: *The variance will not be in conflict to the city codes.*

Staff comments: *The requested variance to the land development code will not further any legitimate city objective.*

Positive finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan;
Applicant response: *Does not deteriorate the look of the neighborhood.*

Staff comments: *The requested variance is not in conflict with the intent of the Comprehensive Plan goals, objectives and policies for single family residential.*

Positive finding

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: *The reason for the variance is to provide safety and security for a child, who happens to have Down syndrome with a tendency of eloping.*

Staff comments: *The requested variance is the minimum allowed for reasonable use of the land. The existing front yard fence does exceed the minimum 4 foot height permitted by the code. The fence is constructed of ornamental wrought iron material and shall be maintained in the original condition as designed.*

Positive finding

STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on all Review Criteria and Findings requirements for granting a variance, staff has reviewed the application as presented and finds the application cannot meet a positive finding. Therefore, staff recommends **denial** of the variance request to the Land Development Code.

601 E Desoto – Location Map



EAST DESOTO STREET

PLATTED AS: DESOTA STREET

60' R/W (IMPROVED)

ASPHALT

E.O.P.

CURB

#1

5' CONC SWK

FND. 1/2" IRON ROD NO ID.

S 89°30'31" E 89.78'(M) 90° (P)

FND. 3/4" IRON PIPE NO ID.

1.3' OFF

SCALE: 1"=30'

SCOTT STREET

60' R/W (IMPROVED)

ASPHALT

CURB

E.O.P.

CURB

30.0'

BEARING BASIS

water meter

(26.6')

N 00°00'00" E 140.00'(P/M)

LOT 29 (VACANT)

LOT 27 (VACANT)

S 00°05'34" E 139.62'(M) 140' (P)

LOT 25

Building # 601

FF=200.10

covered patio

N 89°44'59" W 90.00'(P/M)

LOT 30

LOT 28

LOT 26

ad to:

ce Anthony Richardson and
Soren Richardson
National Title Agency, LLC
ount Residential Mortgage Group, Inc.
o Title Insurance Company

CATE:

BY CERTIFY THAT THE SKETCH OF SURVEY HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5 J 17
ID BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472.027, ONLY.
ARE NO VISIBLE ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL
F A FLORIDA LICENSED SURVEYOR & MAPPER THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY & IS NOT VALID.



BY:

Gary A. Burden

DATE: 03/30/2022

GARY A. BURDEN

FLORIDA REGISTRATION NO.

3691 LB 7809

om LLC

per lane
d, FL 32779
7) 694-2461
garyburden@d2.com

FIELD SURVEY DATE 08/01/2021

JOB NUMBER

TIE-IN SURVEY 09/29/2021

FINAL SURVEY 03/30/2022

certs-4-26-2022

LEGAL DESCRIPTION:

LOTS 27 AND 29, LINCOLN PARK ANNEX, ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK 11, PAGE 1
OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SURVEY NOTES:

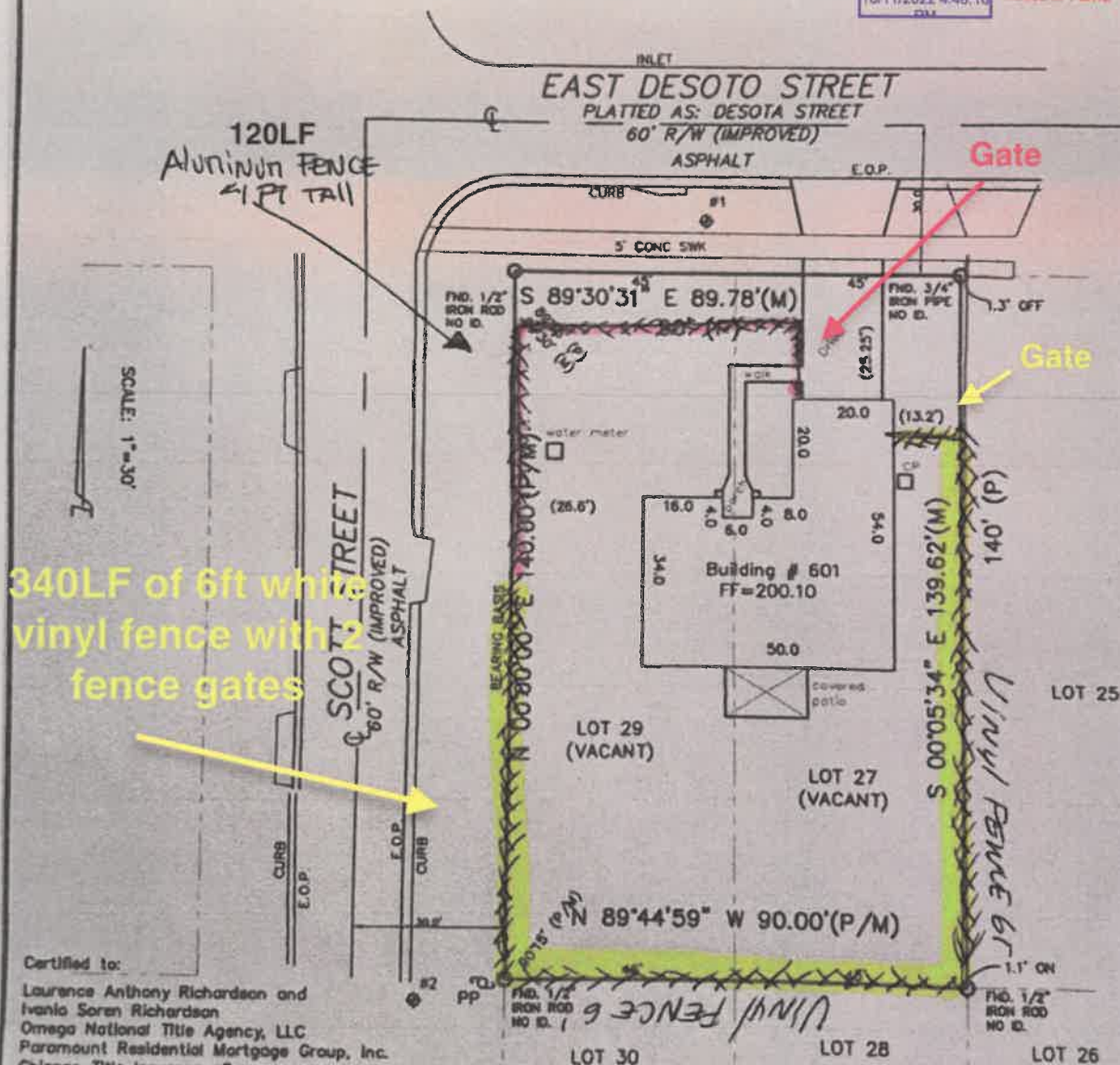
1. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE SURVEYOR FOR RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD OR OWNERSHIP.
2. THE LAND DESCRIPTION AND EASEMENTS SHOWN HEREON ARE IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
3. BEARINGS REFER TO THE WEST LINE OF SUBJECT PROPERTY BEING N00°00'00"E ASSUMED.
4. ALL DISTANCES/ANGLES ARE PER PLAT/MEASURED UNLESS OTHERWISE SHOWN.
5. NO UNDERGROUND IMPROVEMENTS LOCATED. (P) INDICATES BUILDING TIE TO PROPERTY LINE.
6. FLOOD ZONE: X SCALED FROM FEMA MAP. ELEVATIONS REFER TO NAVD 1985 DATUM. BENCHMARK GPS 13 LAKE ELEVATION=180.36'.
7. THE PURPOSE OF THIS SURVEY IS TO SHOW SITE IMPROVEMENTS

LEGEND:	A-DELTA	P.O.B.-POINT OF BEGINNING	(P)-PER PLAT	F.F.-FINISH FLOOR
FD-FOUND	R-RADIUS	OP-CONCRETE MONUMENT	(M)-AS MEASURED	ELEVATION
IR-IRON ROD	L-ARC LENGTH	POP-PERMANENT CONTROL	(C)-AS CALCULATED	PRM-PERMANENT REFERENCE
IP-IRON PIPE	S.R.-SEASIDE REFERENCE	POINT	(O)-FOR DEED	MONUMENT
RAC-ROD & CAP	U.E.-UTILITY EASEMENT	CL-CHAIN LINK	OPH-OVER HEAD WIRES	C-CONCRETE PAD
PAC-PIPE & CAP	B.E.-BURIAL EASEMENT	R/R-RIGHT OF WAY	PP-POWER POLE	C-CENTERLINE
HAB-HAL & DISC	PC-POINT OF CURVATURE	ORB-OFFICIAL RECORDS	PP-PAGE	POP-PERMANENT CONTROL
PS-PLAT BOOK	TYP-TYPICAL	BOOK	PAY-PAYMENT	B-BENCHMARK

Authentically pinning sides of fence must face outwards
Owner/Contractor is responsible for making sure fence is
on/within property lines

Zoning-JU
CLERK
10/11/2022 4:48:16
PM

345' LINEAR FT OF 6FT
TALL VINYL FENCE W/ 2
GATES 135' LINEAR FT OF
4' FT TALL ALUMINUM
FENCE W/ 1 GATE



CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH OF SURVEY HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5 J 17
ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472.027, ONLY.
THERE ARE NO VISIBLE ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON, UNLESS IT BEARS THE SIGNATURE AND ORIGINAL
SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY & IS NOT VALID.



BY:

GARY A. BURDEN

DATE:

03/30/2022

601 E. Desoto Street





12/29/2022 11:52



CLERMONT
Scott St
CLERMONT
Desoto St



09/19/2022 10:39



CITY OF CLERMONT VARIANCE APPLICATION

DATE <u>1/2/2023</u>		FEE:	
Project Name (if applicable)			
Applicant <u>Ivania Soren Richardson</u>			
Contact Person <u>Same</u>			
Address <u>601 E. Desoto St.</u>		City <u>Clermont</u>	State <u>FL</u>
Telephone <u>407-865-4988</u>		Zip <u>34711</u>	
Email <u>Sorenera@hotmail.com</u>		Fax	
OWNER INFORMATION ☒ (Check box if information is same as Applicant)			
Owner's Name <u>Same</u>			
Owner Address		City	State
Telephone		Zip	
Email			
PROPERTY INFORMATION			
Address of Subject Property <u>601 E Desoto St.</u>		City <u>Clermont</u>	State <u>FL</u>
General Location		Zip <u>34711</u>	
Legal Description & Alternate Key (include copy of survey) <u>SEE ATTACHED</u>			
Land Use (City verification required)			
Zoning (City verification required)			



CITY OF CLERMONT
VARIANCE
APPLICATION

jump over a lower fence.

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:

What are you proposing to do that would require a variance and why?

keep the fence at the current height.

How does the Code create a hardship?

Our son has down syndrome & doesn't understand the concept of safety & danger. He elopes and will

The following justifications must be completed for any variance requested:

Variance requested – subject and code section:

SECTION 122-344

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

THE FENCE IS IN PLEASANT CONDITION & IMPROVES THE AESTHETICS OF THE NEIGHBORHOOD

- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;

SEE ABOVE. DOES NOT IMPAIR THE NEIGHBORHOOD AND ALLOWS FOR SECURITY OF MY CHILD WHO HAPPENS TO HAVE DOWN SYNDROME WITH A TENDENCY OF ELOPING.

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;

SEE ABOVE FOR A BRIEF SECURITY AGAINST ELOPING OF A CHILD WHO HAPPENS TO HAVE DOWN SYNDROME.

ELOPING.



CITY OF CLERMONT
VARIANCE
APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and **DOES NOT DETERIORATE THE LOOK OF THE NEIGHBORHOOD.**

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

THE REASON FOR THE VARIANCE IS TO PROVIDE SAFETY & SECURITY FOR A CHILD, WHO HAPPENS TO HAVE DOWN SYNDROME WITH A TENDENCY OF ELOPING.

Soren Richardson

Applicant Name (print)

x

[Signature Box]

Applicant Name (signature)

Soren Richardson

Owner Name (print)

x

[Signature Box]

Owner Name (signature)

NOTICE

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394 3542

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	01/31/2023
Order Number:	8390016
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	44.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	02/21/2023 - 02/21/2023	Govt Public Notices
LEE dailycommercial.com	1	02/21/2023 - 02/21/2023	Govt Public Notices

Total Order Confirmation	\$79.52
---------------------------------	----------------

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider this request at a public hearing on Tuesday, February 28, 2023 at 6:30 PM for the following variance: to allow for a fence height to exceed the maximum height requirements allowed by the Land Development Codes, Section 122-341, at the following location:

LOCATION:

601 E. Desoto Street
(Alternate Key #1624690)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL.

All interested parties will be given an opportunity to express their views on this matter.

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. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial

February 21, 2023

2/21/23



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, February 28, 2023		
Agenda Item Name		
Resolution No. 2023-005R <i>Wesley Christian Academy CUP</i>		
Requested Action		
Recommend approval of Resolution 2023-005R		
Staff Report		
The applicant is requesting a conditional use permit amendment to allow the construction of a two-story educational building for private school use at an existing church campus, First United Methodist Church (FUMC). The property is located in the Central Business District (CBD), in which requires a CUP for buildings over 3,000 square feet and for private school use. The property is bounded by SR 50 and Desoto Street; and 7th street and 8th street. The property is approximately 10 acres. The site is currently under Resolution 1476, which allows the property to be used as a church campus, including a 35,000 square foot social hall, a 28,000 square foot sanctuary, a 6,000 square foot administration building, classrooms, and existing uses and buildings utilized by the church. The applicant desires to add a 25,000 square foot educational building in the northeast corner of the site along with a 2,200 square foot pavilion within the lower parking lot area adjacent to the new building. The applicant has provided a concept plan, as prepared by Germana Engineering dated 01-27-2023, showing the building and pavilion addition. Below is the sample elevation. EAST ELEVATION The building will be used to expand their existing educational services and students enrolled at Wesley Christian Academy. The additional building will increase school enrollment by 184 students and expand the school to include 8th grade classes. The applicant has performed a queue analysis that focused on the pick-up and drop-off periods for the K-8 students. The school's queue management system currently operates within its capacity and is projected to operate within its capacity for all age groups/time periods at the expansion buildout year in 2024. The total number of students in K-8th will be 350 students and 110 children in the VPK/3-year-old program. Staff has reviewed the CUP application in accordance to Sec. 86-144 (d) of the Land Development Code. The proposed intensity, character and type of development is in compliance with the City's comprehensive plan for the Downtown Mixed Use future land use. The church campus and proposed private school expansion is compatible with the surrounding development. The queue management plan appears to accommodate the additional vehicles on-site with this expansion. Staff recommends approval of Resolution 2023-005R. <i>The Planning and Zoning Commission recommended approval, 5-0.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	2023-005R FUMC CUP (1.30.2023)	2023-005R FUMC CUP (1.30.2023).pdf
2.	25k building location	24k building location.pdf
3.	First United Methodist Church Clermont Classroom Addition Concept Site Plan (01-27-2023)	First United Methodist Church Clermont Classroom Addition Concept Site Plan (01-27-2023).pdf
4.	WCA-Elevations updated Jan 31 2023	WCA-Elevations updated Jan 31 2023.pdf
5.	22233 Wesley Christian Academy Traffic Operations v1.1 012323	22233 Wesley Christian Academy Traffic Operations v1.1 012323.pdf
6.	FUMC CUP 1476	FUMC CUP 1476.pdf
7.	CUP Application - FUMC Classroom Addition 08-30-2022	CUP Application - FUMC Classroom Addition 08-30-2022.pdf
8.	Legal ad	Legal ad.pdf



CITY OF CLERMONT
RESOLUTION NO. 2023-005R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT (CUP) AMENDMENT (RESOLUTION 1476) TO ALLOW FOR A PRIVATE SCHOOL TO BE LOCATED IN THE CBD CENTRAL BUSINESS DISTRICT AND A BUILDING GREATER THAN 3,000 SQUARE FEET; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held February 7, 2023 recommended approval of this Conditional Use Permit to allow for the construction and operation of a private school, at the following location:

LOCATION:

First United Methodist Church
Old hospital parking lot located at the
southwest corner of 7th Street and Desoto Street
Alternate Keys 1614724, 1614741, 1096821, 2790865

WHEREAS, the granting of this Conditional Use Permit will not adversely affect the officially adopted Comprehensive Plan of the City; such use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity; the proposed use will comply with the regulations and conditions specified in the codes for such use; and the proposed use may be considered desirable at the particular location;

WHEREAS, the City Council determines that the application for a conditional use permit meets the criteria set forth in the Land Development Code and otherwise it is in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida that based on the findings stated above and incorporated herein:

This application for a Conditional Use Permit (CUP) to allow for the construction and operation of a private school and a building greater than 3,000 square feet in the CBD Central Business District shall be granted subject to the following conditions:

SECTION 1: GENERAL CONDITIONS

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.



CITY OF CLERMONT
RESOLUTION NO. 2023-005R

3. The Conditional Use Permit must be executed and processed through the Office of the City Clerk within 90 days of the approval date by the City Council or the permit shall become null and voided.
4. The applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
5. The Fire Marshal shall inspect all buildings and structures to ensure all life safety requirements and fire safety codes are in compliance to the code prior to the issuance of any Certificate of Occupancy.
6. The City Building Inspector shall inspect all structures and buildings for compliance with the Florida Building Codes and any code violations must be corrected prior to the issuance of the Certificate of Occupancy.
7. Prior to the issuance of any permits, the applicant shall be required to submit Formal Site Plans for review and approval by the City of Clermont Site Review Committee. The site plans shall show location of all proposed buildings, structures, picnic areas, and outdoor recreation areas as indicated in the Conditional Use Permit application. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
8. No expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
9. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution after a public hearing.
10. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of issuance of this Conditional Use Permit. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.
11. Should this use cease operation for more than 180 days, a new CUP shall be required for a same or similar operation.
12. Easement(s) must be provided to the City of Clermont for all City utilities at the applicant's expense or be relocated at the applicant's own expense. Easement provisions or relocation shall be to City requirements and standards.



CITY OF CLERMONT
RESOLUTION NO. 2023-005R

SECTION 2: LAND USES AND SPECIFIC CONDITIONS

1. The property will continue to be used as church campus, as indicated in Resolution No. 1476. This Conditional Use Permit (CUP) amendment will allow for the construction of a 2-story, 25,000 square foot building and a 2,200 square foot pavilion to be used for a private school associated with the First United Methodist Church in the area shown on the conceptual site plan.
2. The property shall be developed in substantial accordance with the conceptual site plan prepared by Germana Engineering, dated 01-27-2023, exhibit A.
3. The maximum number of students enrolled in the school shall be limited up to 350 students in grades K-8th. The maximum number of students enrolled in the Voluntary Pre-Kindergarten/3-Year-Old program shall be limited up to 110 students.
4. Students shall be dropped-off and picked-up on-site in accordance to the queue management system as prepared by Traffic & Mobility Consultants (TMC) Memorandum, dated January 23, 2023. In the event that the parking/queuing of vehicles due to this use proves to be inadequate, the City reserves the right to open the CUP for further review and additional conditions which may include transportation improvements or revocation of the Conditional Use Permit.
5. A Tier 2 Transportation Impact Study (TIS) shall be completed, reviewed and approved by the City's Transportation Consultant prior to site plan approval. This review shall follow the City's/Lake-Sumter MPO guidelines and shall be fully paid by the applicant. The requirements in Section 90-7 of the City's Land Development Code shall apply, including payment for all costs associated with the review of the TIS by the City's Transportation Consultant. Any deficiencies or mitigation strategies resulting from this review will fully be upon the applicant to implement and proportionate cost share.
6. Any traffic control devices/improvements requested by the applicant on public roadways shall be fully paid for by the applicant/owner.
7. Any new development and/or changes to the subject property must submit for site plan approval by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plan submitted with the Conditional Use Permit application are not the approved and final construction plans. The conceptual site plan does not grant any development entitlements or permitted uses and only used for conceptual purposes.
8. The site shall be developed in accordance to the Clermont Land Development Regulations and the provision of the CBD Central Business District in the Land Development Codes.
9. All buildings and structures must comply with Clermont Architectural Design Standards.
10. No outside speaker systems will be permitted at this site. No bells, chimes, sirens or horns may be used outside as well.



CITY OF CLERMONT
RESOLUTION NO. 2023-005R

11. Site lighting shall be installed and operated to reflect downward onto the site and shall not spill over onto the adjacent properties.
12. Any signage must comply with Clermont Sign Code, Section 102-Signs. A separate permit is required for any signs.
13. The site may also be used for any other permitted uses in the CBD Central Business District.

SECTION 3: CONFLICT

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Resolution as a whole.

SECTION 5: ADMINISTRATIVE CORRECTION

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 6: PUBLICATION AND EFFECTIVE DATE

This Resolution shall be published as provided by law and it shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
RESOLUTION NO. 2023-005R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 28th day of February, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to Form and Legality:

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT
RESOLUTION NO. 2023-005R

Exhibit A:

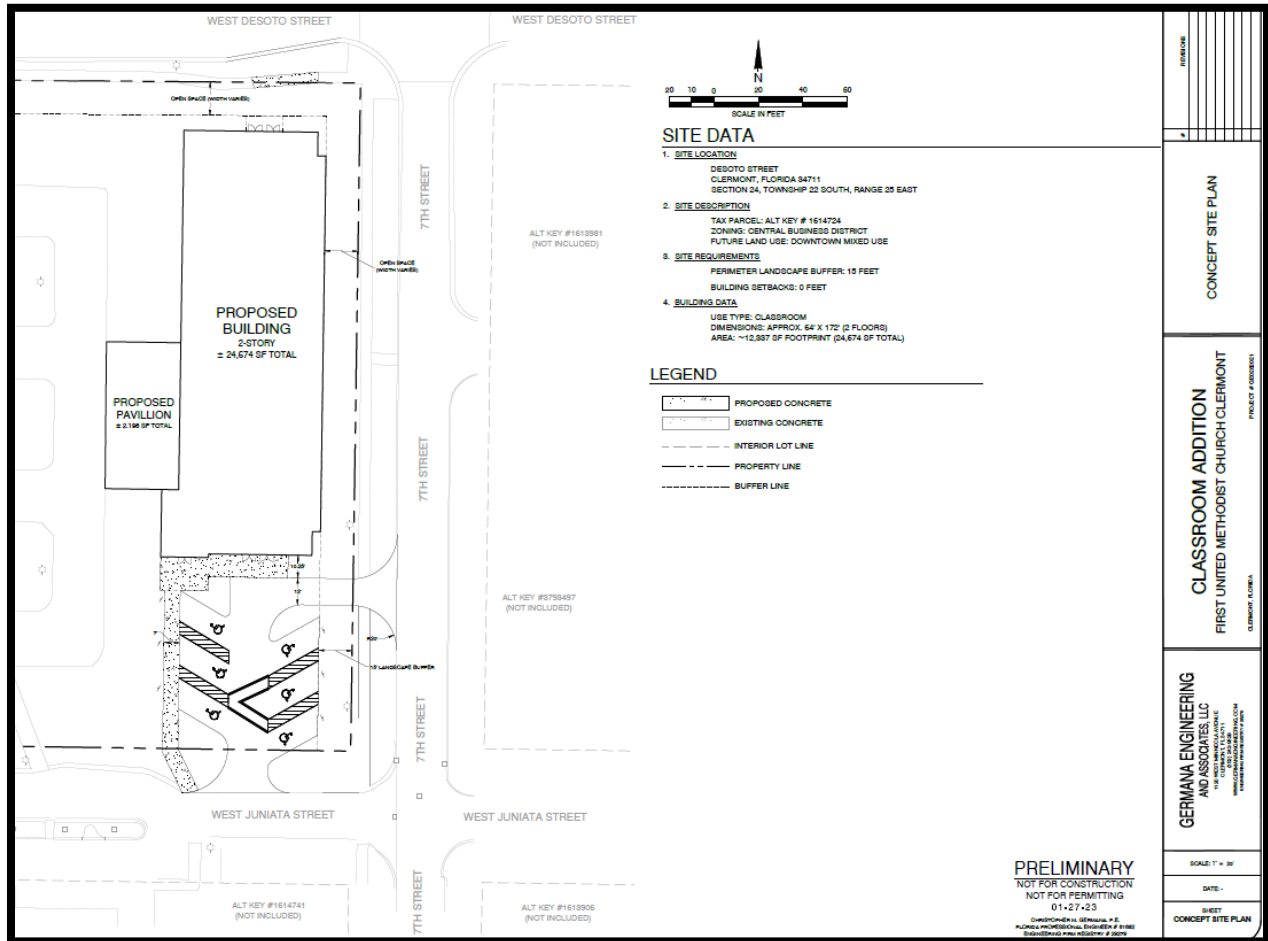
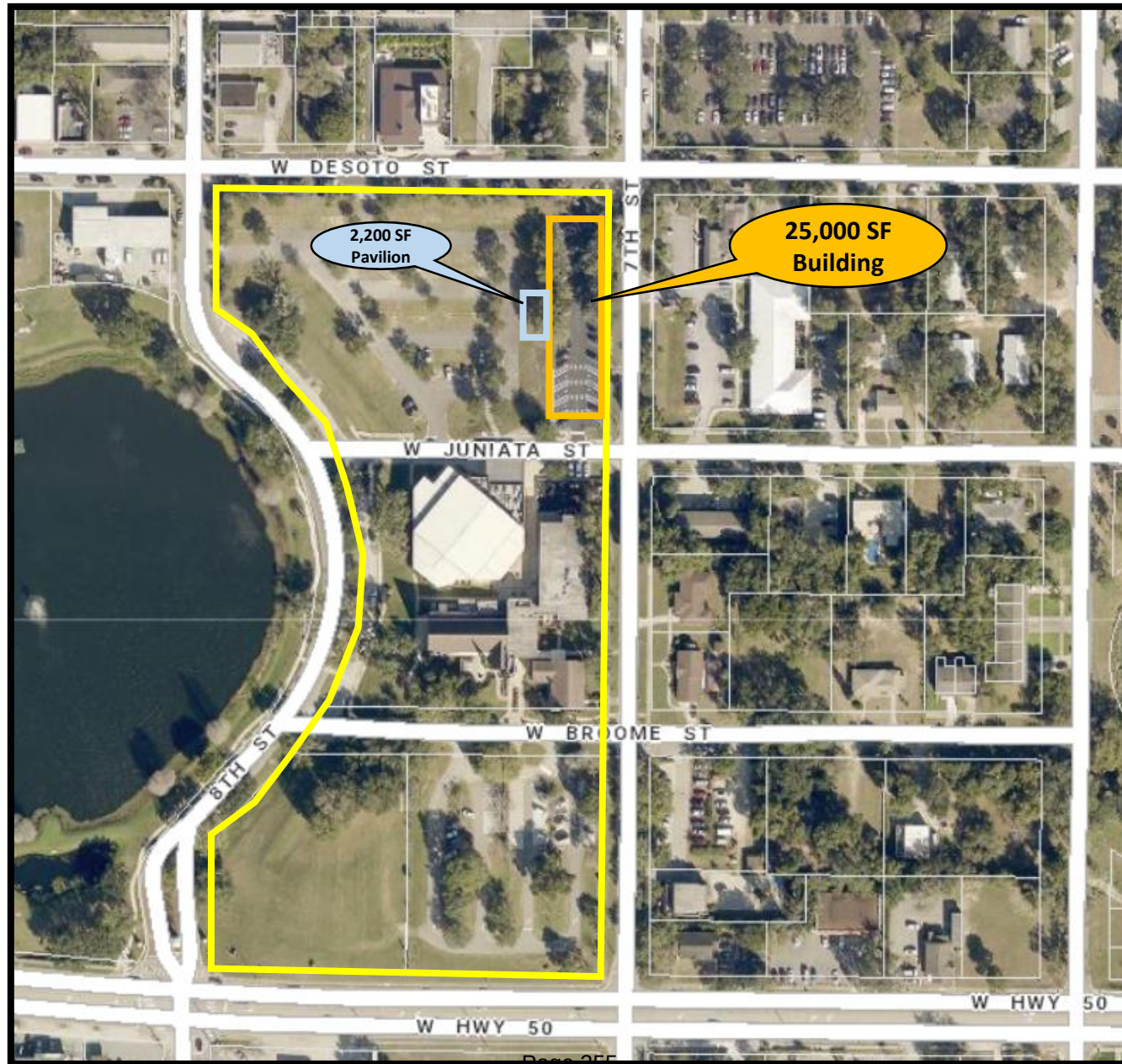
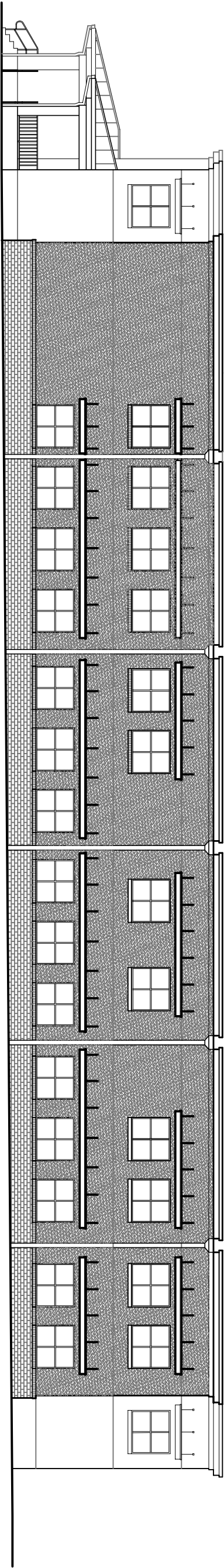
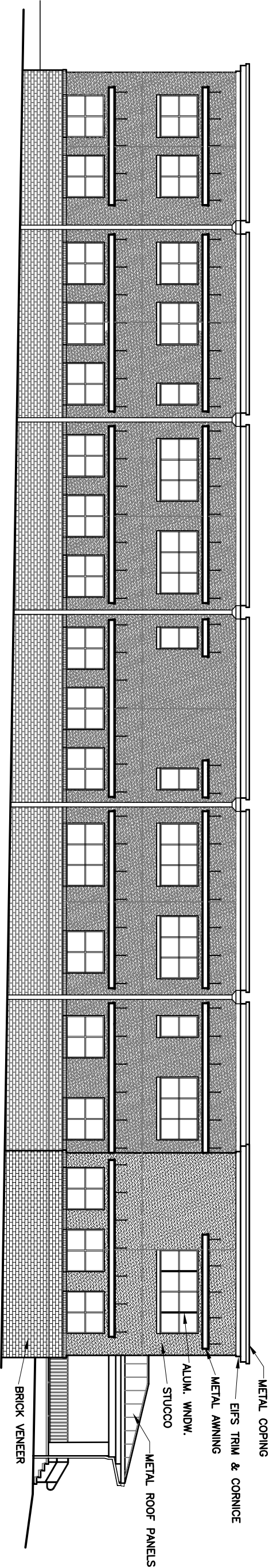


Exhibit - Location Map – FUMC School Building Addition

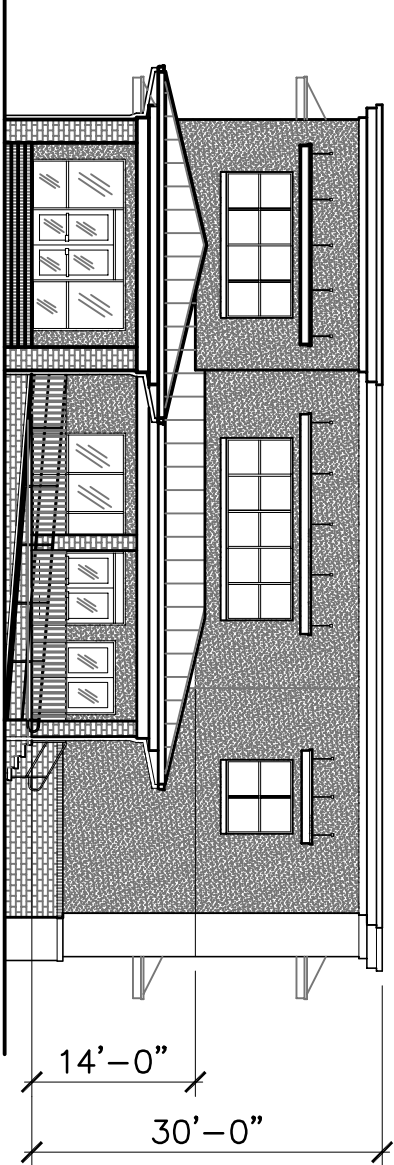




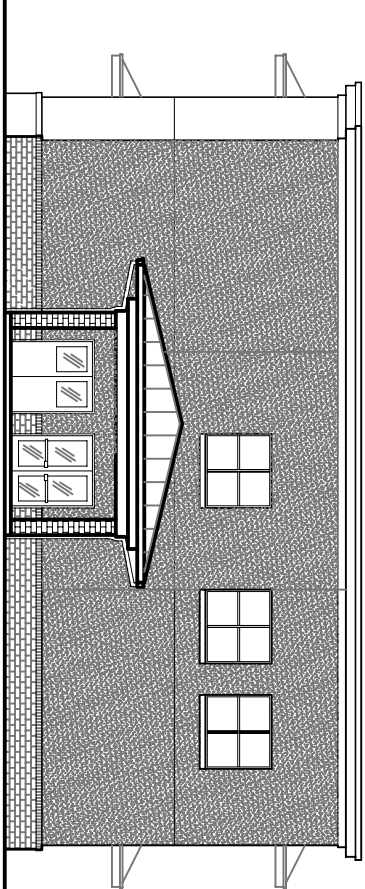
EAST ELEVATION



WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION

NEW PRESCHOOL THRU GRADE 5 SCHOOL BUILDING
WESLEY CHRISTIAN ACADEMY
FUMC OF CLERMONT CLERMONT, FLORIDA
ELEVATION SCHEMATICS
1-31-2023



MEMORANDUM

January 23, 2023

Re: Wesley Christian Academy
Traffic Operations Analysis
City of Clermont, Florida
Project № 22233, v1.1

This traffic operations analysis was conducted to evaluate the queue management procedures and the queue storage capacity at the Wesley Christian Academy and determine if it is sufficient to support the proposed expansion of the existing school facilities. This report has been revised to address comments provided by the City of Clermont on January 17, 2023. The comments and the response to comments letter are provided in the **Attachments**. The site is located on the northwest corner of SR 50 and 7th Street in the City of Clermont, Florida, illustrated in **Figure 1**.

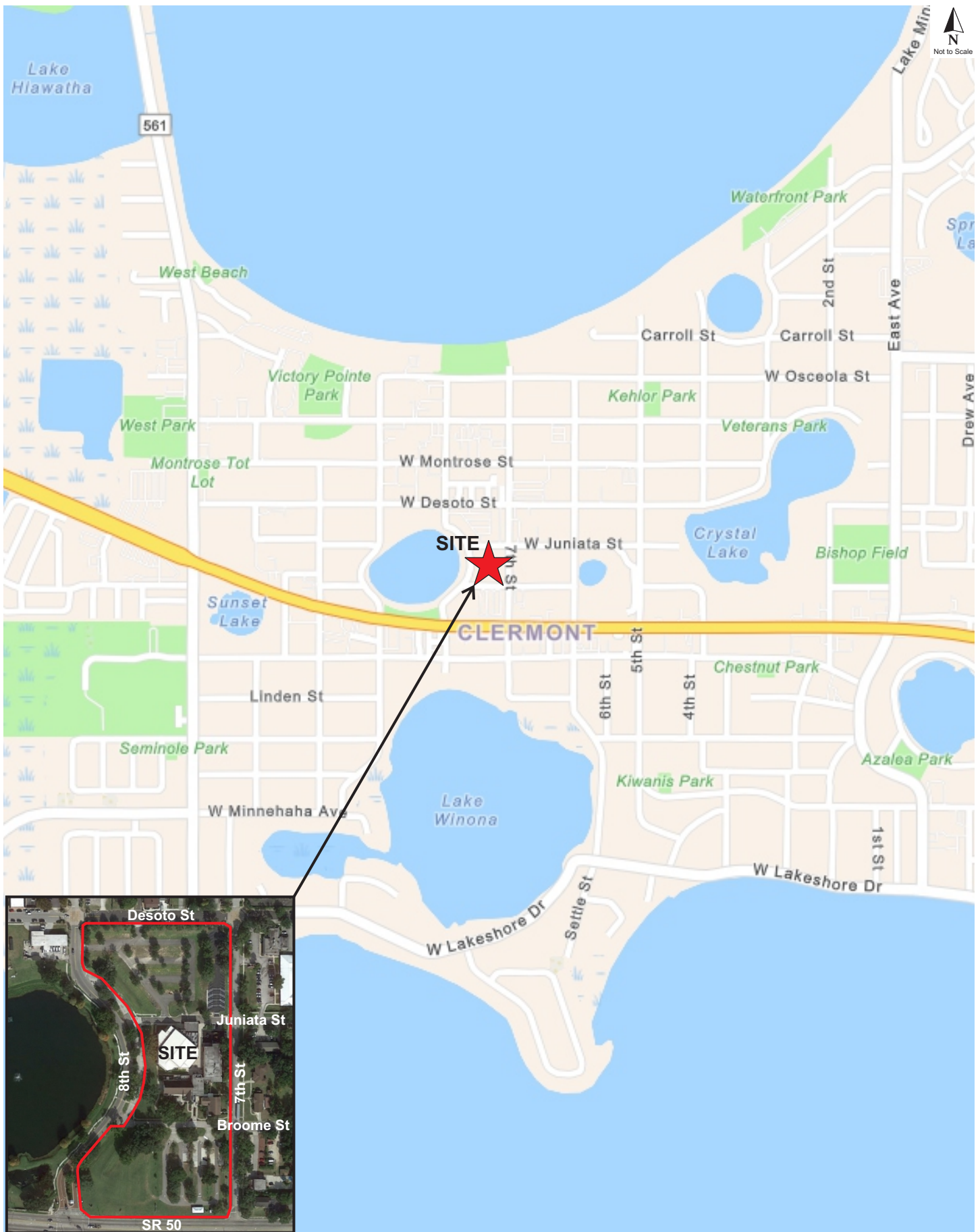
EXISTING CONDITIONS

Overview

The Wesley Christian Academy is a private school that currently serves kindergarten through 7th grade (K-7). The school also offers a voluntary pre-kindergarten (VPK) program and pre-school which serves 2 and 3-year-old students. The current K-7 enrollment is 147 students, and there are 217 additional VPK and pre-school students.

Queue Management System

The school currently uses two (2) parking lots to control and direct traffic queues during the AM drop-off and PM pick-up periods. One of the parking lots is located north of the school facilities and is used as the primary pick-up and drop-off location. Access to this parking lot is provided via three (3) full access driveways: one (1) on Desoto Street, one (1) on 8th Street and one (1) on Juniata Street. The other parking lot is located south of the school facilities and is used as the pick-up and drop-off location for the pre-school students. Access to this parking lot is provided via two (2) full access driveways on Broome Street. Currently, the drop-off period for all students is



Wesley Christian Academy

Traffic Operations Analysis

Project № 22233, v1.1

January 23, 2023

Page 3 of 8

approximately 8:15 AM to 8:30 AM. The dismissal times vary depending on the age group and the day of the week, and are summarized as follows:

Kindergarten – 7th Grade (North Lot)

- 3:00 PM on all weekdays except Wednesday
- 2:15 PM on Wednesday

Voluntary Pre-Kindergarten (North Lot)

- 1:45 PM on Monday, Wednesday, and Friday
- 3:45 PM on Tuesday and Thursday

3-Year-Old Students (South Lot)

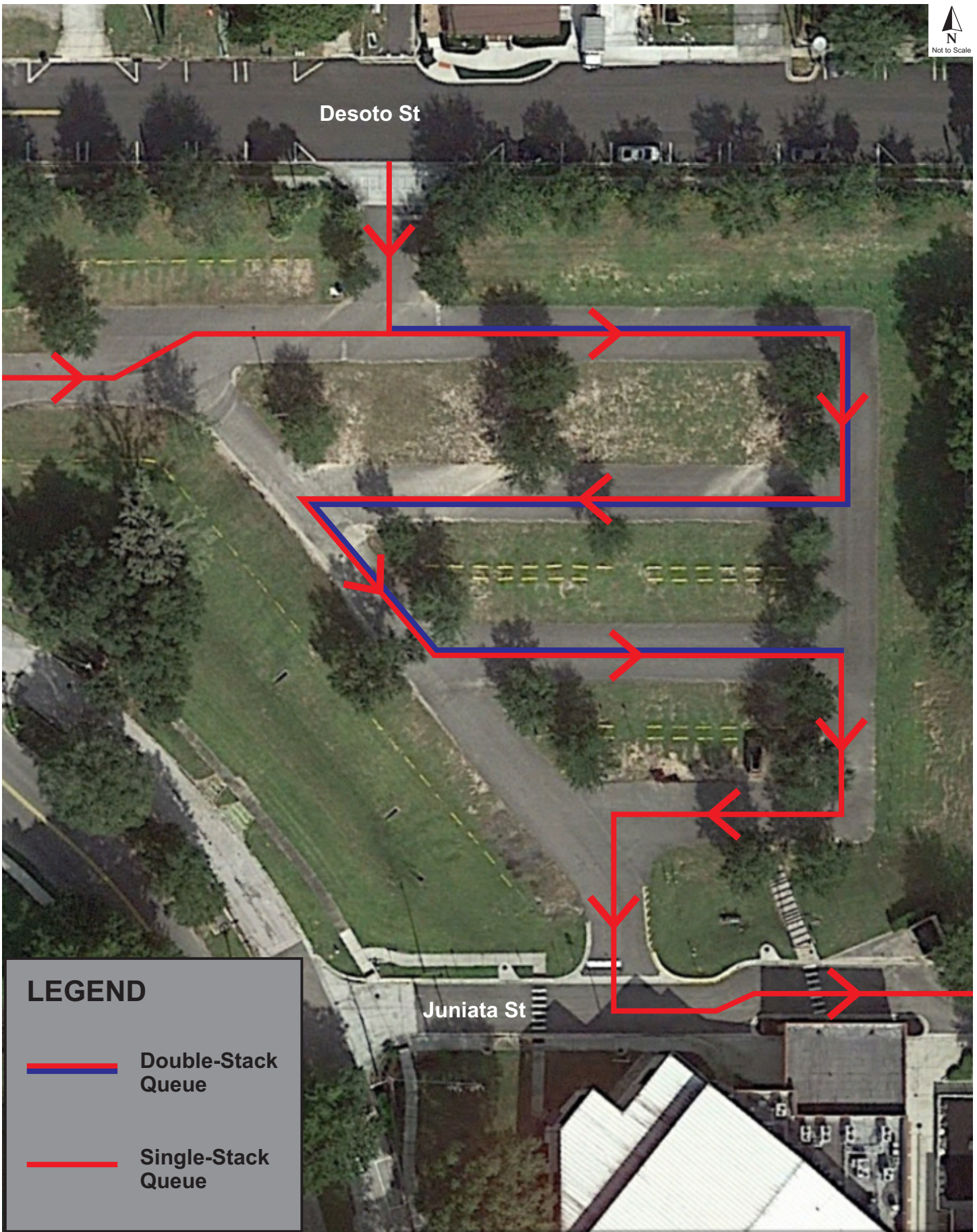
- 1:45 PM on all weekdays

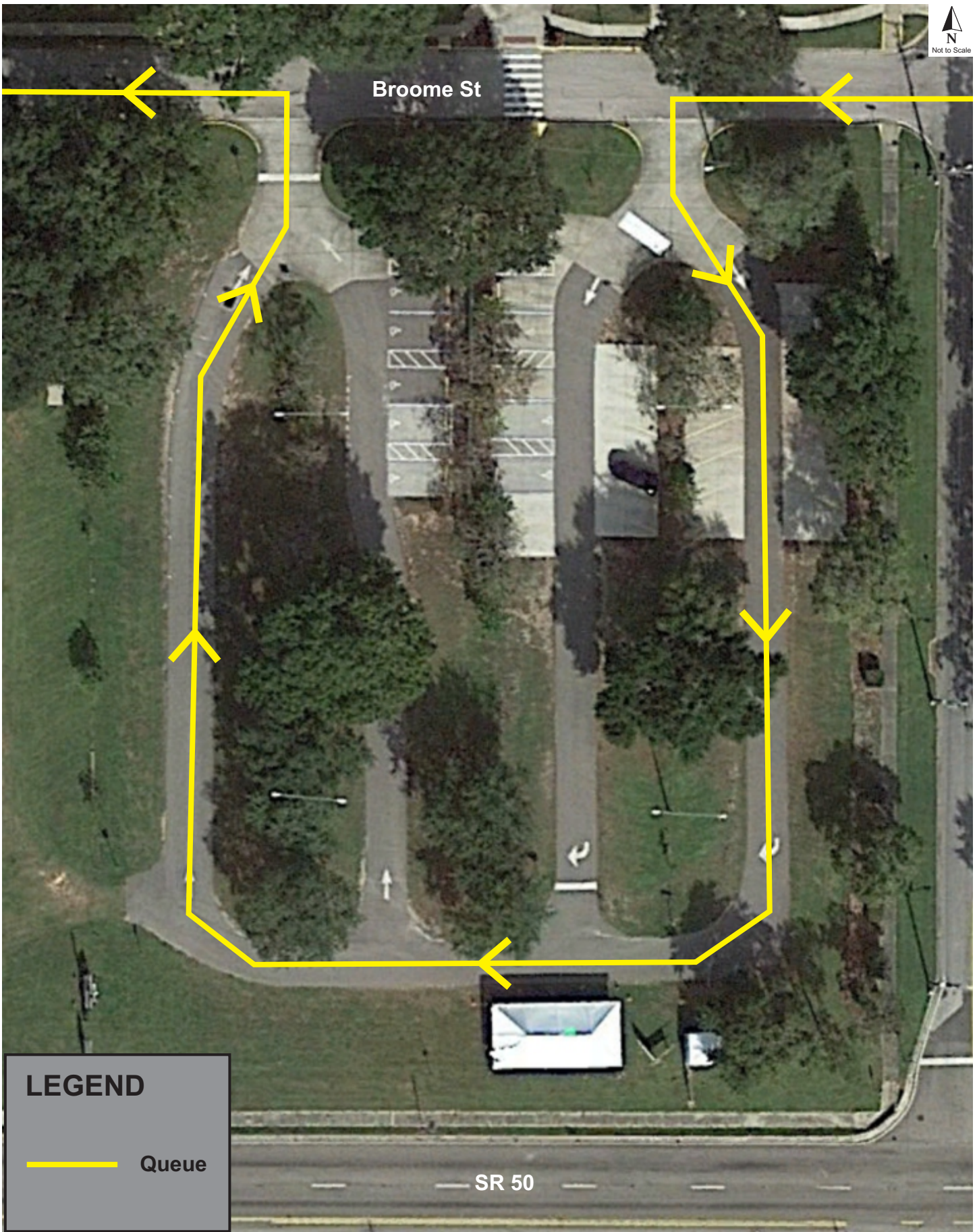
Illustrations of the queueing systems implemented at the north and south parking lots are provided in **Figure 2** and **Figure 3**, respectively. In the north parking lot, cars are double-stacked for a portion of the queue, meaning pairs of cars are grouped together side-by-side to better utilize the available space. Additional information regarding the pick-up and drop-off times and procedures as well as map of the site are included in the **Attachments**.

Queue Analysis

The north parking lot provides approximately 1,340 feet of queue length in the snake-line running through the four (4) parking drive isles and Juniata Street. The double-stacked portion comprises about 660 feet of this length. Based on an average queue spacing of 22 feet per vehicle, the north parking lot currently has a queue capacity of 90 vehicles. The south parking lot provides approximately 930 feet of queue length based on the current configuration with one (1) single-file queue line, which yields a queue capacity of 42 vehicles.

To determine the traffic queue experienced by the system under the existing conditions, video recordings were taken on Thursday, December 8, 2022, near both parking lots during the AM drop-off and PM pick-up periods to observe the number of vehicles entering and exiting the queue during these periods. From this, queue lengths were calculated for every 5-minute interval to





Wesley Christian Academy

Traffic Operations Analysis

Project № 22233, v1.1

January 23, 2023

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determine the maximum queue for each study period. The results of the analysis, summarized in **Table 1**, reveal that the system currently operates within its capacity during all time periods. The queue length calculations for each interval are provided in the **Attachments**.

Table 1
Existing Queue Analysis

Location	Time Period	Grade	Observed Queue (veh)	Capacity (veh)	Queue/ Capacity
North Parking Lot	AM Drop-Off	K-7	21	90	0.23
	PM Pick-Up		37	90	0.41
			VPK	15	90
South Parking Lot		3-Year-Old	11	42	0.26

PROJECTED CONDITIONS

Proposed Expansion

The proposed school expansion consists of a 2-story, 24,674-square foot building with a projected buildout year of 2024. The expansion will be located just east of the north parking lot and will replace a parking lot that currently exists at the site except for five (5) handicap parking spots, which will be realigned but otherwise maintained. This new facility will include a covered walkway that leads to a sidewalk on the north side of Juniata Street, which will allow students in the new facility to access the queue from the driver side during pick-up and drop-off periods without the need to cross the street. Along with the new facility, the school is planning to expand their services to include the 8th grade. The new facility is proposed to contain 18 new classrooms and, assuming full occupancy, will increase the K-8 school enrollment by 184 students. The current 2-year-old preschool program is proposed to be eliminated by the buildout year of the new facility, and the VPK and 3-year-old preschool programs will be reduced in size. A floor plan illustrating the proposed expansion is provided in the **Attachments**.

In order to better manage and ensure orderly operations for the expanded school capacity, the drop-off and pick-up times will be staggered for younger students and older students. The proposed staggered times for K-3 and 4-8 are as follows:

Wesley Christian Academy

Traffic Operations Analysis

Project № 22233, v1.1

January 23, 2023

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Kindergarten – 3rd Grade

- Drop-off time from 8:00 AM to 8:15 AM
- Pick-up time from 2:45 PM to 3:00 PM

4th Grade – 8th Grade

- Drop-off time from 8:15 AM to 8:30 AM
- Pick-up time from 3:00 PM to 3:15 PM

This adjustment is expected to reduce the queue experienced by the system by dividing the total number of vehicles across two (2) different periods of time. In addition to this, the school has offered to potentially utilize the south parking lot for picking up students in the 6th to 8th grade if necessary.

Queue Analysis

The projected queue analysis focused solely on the pick-up and drop-off periods for the K-8 students, as this is the only portion of the school's student population that is projected to increase with the addition of the new facility. The projected queue for the analysis was calculated as the combination of the maximum existing queue and the new project traffic created by the school expansion and increased enrollment. To account for the adjustments to the pick-up and drop-off procedures (splitting the K-8 student population into two (2) groups), the existing maximum queue was divided based on the current distribution of enrolled students within each of the groups, which is as follows:

Current Enrollment Distribution

- Kindergarten – 3rd Grade: 85 of 147 students (58%)
- 4th Grade – 7th Grade: 62 of 147 students (42%)

The ratio of the existing queue to the existing enrollment was used as the basis for determining the project traffic generated by the school expansion. The project traffic added to the existing queue for each group was based on the projected increase in enrollment for each group, which is as follows:

Wesley Christian Academy

Traffic Operations Analysis

Project № 22233, v1.1

January 23, 2023

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Projected Enrollment Increase Distribution

- Kindergarten – 3rd Grade: 83 of 184 new students (45%)
- 4th Grade – 8th Grade: 101 of 184 new students (55%)

A portion (43%) of the existing queue and project traffic for each group was added to the queue and project traffic for the other group to account for the overlap that is expected to occur with the queues. The results of the projected queue analysis, summarized in **Table 2**, reveal that the system is projected to operate within capacity under the expansion buildout conditions. Additional information regarding the current and projected enrollment of the school is included in the **Attachments**.

Table 2
Projected Queue Analysis

Location	Time Period	Grade	Existing Queue (veh)	Project Traffic (veh)	Total Projected Queue (veh)	Capacity (veh)	Queue/ Capacity
North Parking Lot	AM Drop-Off	K-3	16	18	34	90	0.38
		4-8	14	20	34	90	0.38
	PM Pick-Up	K-3	28	32	60	90	0.67
		4-8	25	35	60	90	0.67

FINDINGS AND CONCLUSION

This traffic operations analysis was performed to evaluate the queue management system utilized by the Wesley Christian Academy to control and direct traffic during the school's pick up and drop-off periods. The analysis included a review of the current queues experienced by the system and the queues the system is projected to experience with the expansion of the school's facilities and the corresponding increase in enrollment. The following is a summary of the analysis:

- The proposed school expansion consists of a 2-story, 24,674-square foot building with an anticipated buildout year of 2024. The expansion is projected to increase the K-8 enrollment by a maximum of 184 students.
- The school's queue management system currently operates within its capacity for all age groups/time periods and is projected to continue to do so at the buildout year of the expansion.

ATTACHMENTS

MEMORANDUM

Date: January 17, 2023

Project #: 24449.030

To: Mr. John Kruse
City of Clermont
685 W. Montrose St.
Clermont, FL 34711

From: Stephanie Shealey, PE, PTOE, PTP

Project: Wesley Christian Academy

Subject: Traffic Operations Review

This memorandum has been prepared to document the review of the Wesley Christian Academy Traffic Operations Analysis. The analysis was prepared by Traffic & Mobility Consultants is dated January 3, 2022. The project proposes to expand the Wesley Christian Academy (K-7) school into a K-8 school while increasing the total number of students. An analysis was done to document the anticipated queues from the additional students.

Comments:

1. How was the 25% overlap (pg 8) determined? Based on the profile of the existing queue relative to the dismissal time, it appears the overlap would be closer to 43%. While it is still expected that the queue will remain below capacity, please update your assumed overlap based on your data collection from the existing site.
2. With the new building located north of Juanita Street, it appears that students will be having to cross the pick-up/drop-off queue to get to the new building. Please provide additional clarification as to where students will be picked up and dropped off and how students and vehicles are anticipated to interact.



January 18, 2023

Mr. John Kruse
City of Clermont
685 West Montrose Street
Clermont, FL 34711
jekruse@clermontfl.org

Re: Wesley Christian Academy
Response to Traffic Operations Analysis Comments
TMC Project № 22233
City of Clermont, Florida

Dear Mr. Kruse,

Please find below our responses to the review comments prepared by Kittelson & Associates on behalf of the City of Clermont dated January 17, 2023, regarding the above referenced Traffic Operations Analysis dated January 2023. The comments are listed in **bold** typeface and the TMC responses follow in *italic* typeface. Additionally, a revised Traffic Operations Analysis is provided under cover reflecting the changes resulting from these comments.

- 1. How was the 25% overlap (pg 8) determined? Based on the profile of the existing queue relative to the dismissal time, it appears the overlap would be closer to 43%. While it is still expected that the queue will remain below capacity, please update your assumed overlap based on your data collection from the existing site.**

TMC Response: The projected overlap was adjusted to 43% based on the observed overlap that exists between the queues during the afternoon pick-up period. The queue was found to still operate under capacity with this adjustment.

- 2. With the new building located north of Juanita Street, it appears that students will be having to cross the pick-up/drop-off queue to get to the new building. Please provide additional clarification as to where students will be picked up and dropped off and how students and vehicles are anticipated to interact.**

TMC Response: The new facility will have its own area for pick-up and drop-off procedures on the north side of Juniata Street. A new sidewalk will be constructed on the north side of Juniata Street which connects to a covered walkway that leads directly to the new facility. When students are dropped off in the morning, they will either exit the vehicle to the north or south depending on whether they are going to the new or old facility. Similarly, during the afternoon pick-up period, students will either access the queue from the north or south depending on which facility they are coming from. This should eliminate the need for students to cross Juniata Street during the pick-up and drop-off periods. Additional language has been added to the report on page 6 to clarify this.

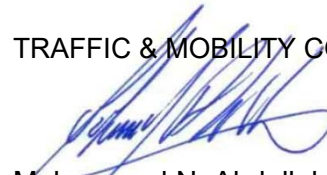
Mr. John Kruse
Wesley Christian Academy
Response to Traffic Operations Analysis Comments
TMC Project № 22233
January 18, 2023
Page 2 of 2

END OF COMMENTS

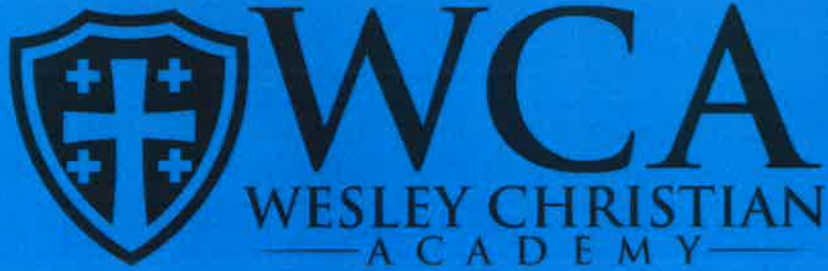
We trust these responses and the revised Traffic Operations Analysis adequately address the review comments. We remain available to discuss this matter further or to answer any questions you may have.

Kind regards,

TRAFFIC & MOBILITY CONSULTANTS LLC



Mohammed N. Abdallah, PE, PTOE
Principal



PICK-UP & DROP-OFF MAP



K-7

Drop Off Time:	8:15-8:30 a.m.
Drop Off Location:	Car Line / North Lot
Pick Up M/T/Th/F:	3:00 p.m.
Pick Up Location:	Car Line / North Lot
Pick Up Wed:	2:15 p.m.
Pick Up Location:	Car Line / North Lot

VPK

Drop Off Time:	8:30am Park & Walk-in
Parking Location:	South Lot
Pick Up Time M/W/F:	1:45 p.m.
Pick Up Time T/TH:	3:45 p.m.
Pick Up Location:	Car Line / North Lot

2 YEAR OLDS

Drop Off Time:	8:30am Park & Walk-in
Parking Location:	South Lot
Pick Up Time:	11:45 a.m.
Pick Up Location:	Car Line / South Lot

3 YEAR OLDS & PALS

Drop Off Time:	8:30am Park & Walk-in
Parking Location:	South Lot
Pick Up Time:	1:45 p.m.
Pick Up Location:	Car Line / South Lot

After-School Care: Walk in to pick-up

**Traffic & Mobility Consultants
Queue Observations Summary**

Project: Wesley Christian Academy
TMC No: 22233
Type: Enter & Exit Counts
Date: 12/8/2022

K-7 Drop Off

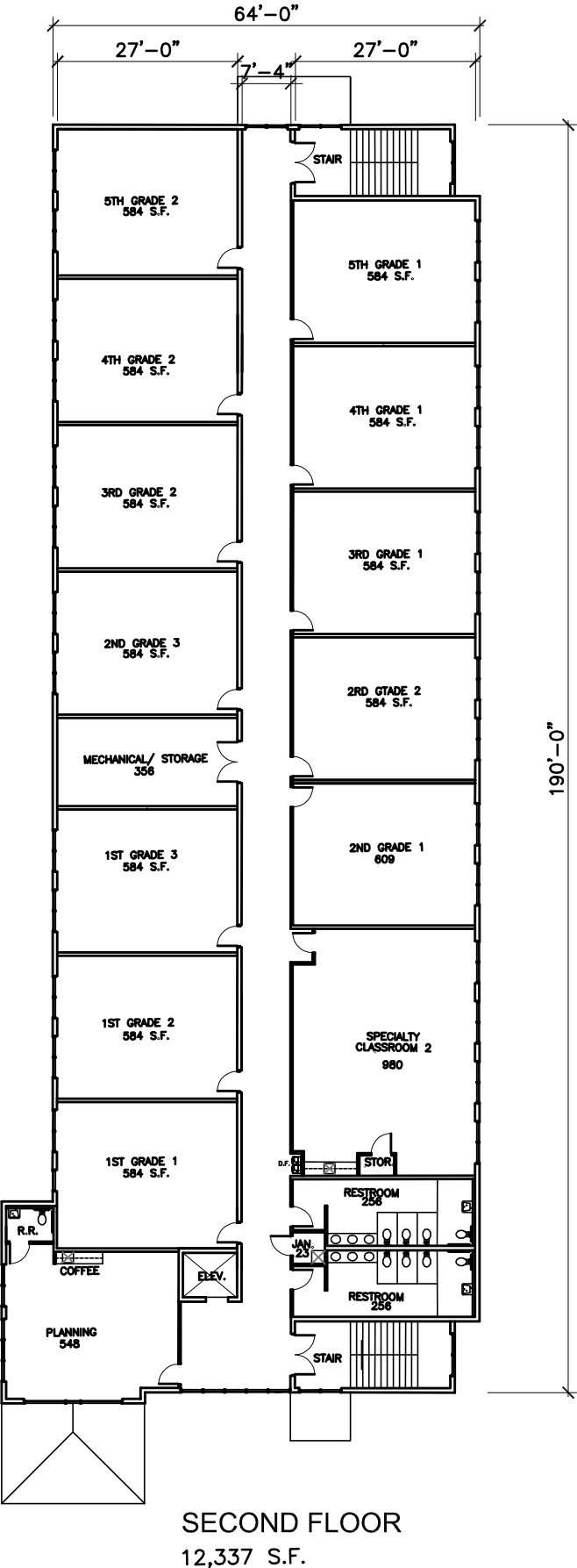
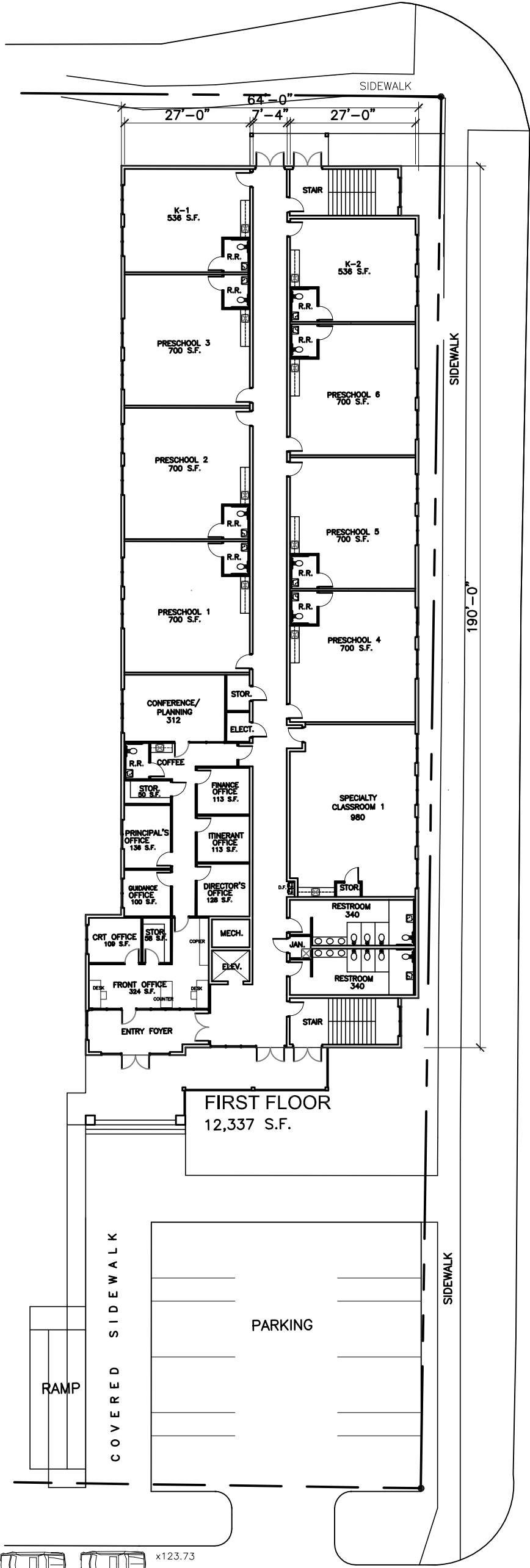
Time	Enter	Parked	Exit	Queue
7:45 AM	2	0	0	2
7:50 AM	3	0	0	5
7:55 AM	2	1	0	6
8:00 AM	0	0	0	6
8:05 AM	1	0	0	7
8:10 AM	2	0	0	9
8:15 AM	12	0	0	21
8:20 AM	15	1	14	21
8:25 AM	16	0	23	14
8:30 AM	24	0	19	19
8:35 AM	3	0	18	4
8:40 AM	0	0	0	4
8:45 AM	0	0	0	4

K-7 Pick Up

Time	Enter	Parked	Exit	Queue
2:25 PM	1	0	0	1
2:30 PM	2	0	0	3
2:35 PM	0	0	0	3
2:40 PM	0	0	0	3
2:45 PM	9	0	0	12
2:50 PM	5	1	0	16
2:55 PM	7	2	0	21
3:00 PM	5	1	0	25
3:05 PM	12	0	0	37
3:10 PM	13	0	20	30
3:15 PM	4	0	22	12
3:20 PM	6	0	13	5

VPK Pick Up

Time	Enter	Parked	Exit	Queue
3:25 PM	4	1	3	5
3:30 PM	5	2	0	8
3:35 PM	1	1	0	8
3:40 PM	6	0	1	13
3:45 PM	2	0	0	15
3:50 PM	5	0	8	12
3:55 PM	2	1	8	5
4:00 PM	2	0	1	6
4:05 PM	1	1	2	4
4:10 PM	1	0	0	5
4:15 PM	1	0	2	4



NEW K THRU 8 SCHOOL BUILDING
WESLEY CHRISTIAN ACADEMY
FUMC OF CLERMONT CLERMONT, FLORIDA

FLOOR PLAN SCHEMATICS
1-16-2023



Wesley Christian Academy Existing & Projected Enrollment Information

Current Enrollment (K-7)		Current Enrollment (VPK, 2/3-Year-Old)		Projected Maximum Enrollment (K-8)		Projected Maximum Enrollment (VPK, 3-Year-Old)	
Kindergarten	17	Voluntary Pre-Kindergarten	72	Kindergarten	36	Voluntary Pre-Kindergarten	68
1st Grade	27	2-Year-Old	37	1st Grade	44	3-Year-Old	34
2nd Grade	19	3-Year-Old	84	2nd Grade	44		
3rd Grade	22			3rd Grade	44		
4th Grade	22			4th Grade	44		
5th Grade	15			5th Grade	44		
6th Grade	13			6th Grade	25		
7th Grade	12			7th Grade	25		
Total	147			Total	331		

Increase in K-7/8 Enrollment: 331 - 147 = 184 students

**CITY OF CLERMONT
RESOLUTION
NO. 1476**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO AMEND RESOLUTION NO. 1421 TO ALLOW FOR THE CONSTRUCTION OF A 35,000 SQUARE FOOT SOCIAL HALL, A 28,000 SQUARE FOOT SANCTUARY AND A 6,000 SQUARE FOOT ADMINISTRATION BUILDING.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held May 2, 2006 approved this Conditional Use Permit to amend Resolution No. 1421 to allow for the construction of a 35,000 square foot Social Hall, a 28,000 square foot Sanctuary and a 6,000 square foot Administration Building at the following location:

LOCATION

Along 7th and 8th Streets between Highway 50 and DeSoto Street,

The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County Florida to grant this Conditional Use Permit.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida that:

This application for a Conditional Use Permit to amend Resolution No. 1421 to allow for the construction of a 35,000 square foot Social Hall, a 28,000 square foot Sanctuary and a 6,000 square foot Administration Building; be granted subject to the following conditions:

CONDITIONS:

Section 1 – General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the conceptual site plan dated March 23, 2006 prepared by McCree Architects Inc. Formal construction plans, incorporating all conditions stated in this permit shall be submitted for review and approval by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the CUP application are not the approved construction plans.

CITY OF CLERMONT
RESOLUTION
NO. 1476
Page – 2 –

3. No expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
4. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those other appropriate jurisdictional entities.
5. The structure shall be inspected by the Fire Marshal for life safety requirements, all requirements must be met prior to any certificate of occupancy being issued.
6. The structure shall be inspected by the County Building Inspector and all building code violations must be corrected prior to a certificate of occupancy being issued.
7. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
8. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
9. The Conditional Use Permit must be executed and filed in the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
10. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date that this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.
11. The applicant shall go through the City of Clermont's site plan review process for any structures that will be proposed.
12. Easement(s) must be provided to the City of Clermont for all City utilities or be relocated at the applicant's own expense. Easement provisions or relocation shall be to City requirements and standards.

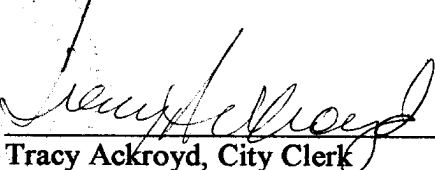
CITY OF CLERMONT
RESOLUTION
NO. 1476
Page – 3 –

Section 2 – Land Use

1. The property is to be used as a church campus. Allowable uses include a 35,000 square foot social hall, a 28,000 square foot sanctuary, a 6,000 square foot administration building, classrooms, and existing uses and buildings currently utilized by the church.

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA THIS 13TH DAY OF JUNE 2006.



Harold Turville, Mayor

Tracy Ackroyd, City Clerk



CITY OF CLERMONT CONDITIONAL USE PERMIT FILING INSTRUCTIONS

1. Prior to submitting an application, a meeting with the Development Services Director or appointed designee, is required. Call 352-394-4083 to schedule a meeting.
2. After meeting with the Development Services Director or appointed designee, the applicant shall prepare and submit one set of preliminary site plans and one PDF on CD for review by the Site Review Committee (SRC) (if required). The material can also be emailed to planning@clermontfl.org. The preliminary site plan shall clearly depict the proposed project, showing the location and dimension of the site, topographic features including floodplains and wetlands, all existing and proposed structures, architectural elevations (all sides), signs, driveways, parking areas and landscaping, etc.
3. After the preliminary site plans are reviewed by the Site Review Committee (SRC), a list of review comments will be forwarded to the applicant. The applicant will then revise the preliminary site plan, addressing the comments from the SRC. The revised plans must be approved by the SRC prior to submitting the Conditional Use Permit (CUP) application.
4. Upon preliminary site plan approval, the applicant will submit a complete CUP application, including the revised preliminary site plan. The revised preliminary site plan is for purposes of the conditional use permit only, **and is not an approved site plan for construction.**
5. Complete CUP applications that are submitted to and accepted by the Development Services Director on or before the 1st of the month will be tentatively scheduled for public hearing the following month, pending City Manager approval. Public hearings are scheduled for the 1st and 4th Tuesdays of the following month for the Planning and Zoning Commission and the City Council respectively.
6. Your presence at the Public Hearings is strongly recommended. Staff will present the application, but it is the applicant's responsibility to make a case for their request.

**The site plan submitted with the CUP application is not the final site plan approved for construction. After the CUP is approved by the Council, site plans and the site review application shall be submitted to the Site Review Committee for review and approval, pursuant to Chapter 86 of the City of Clermont's Land Development Regulations. Construction can commence only after the final site plans have been approved and a zoning clearance has been issued.*



CITY OF CLERMONT **CONDITIONAL USE PERMIT FILING INSTRUCTIONS**

In addition to the attached application, the applicant shall provide the following information:

1. Proof of ownership, i.e. tax receipt, deed, or Lake County Property record card.
2. A complete legal description and survey of the subject property provided in a word document to be used for the legal advertising and in the CUP. It may be included on the CD as a word document or emailed to planning@clermontfl.org
3. A preliminary site plan clearly depicting the proposed project, showing the location and dimensions of the site, topographic features including floodplains and wetlands, all existing and proposed structures, architectural elevations (all sides), signs, driveways, parking areas and landscaping, etc. Maximum size for plans is 11" x 17" (if provided electronically, applicant does not need to provide paper copies)
4. One PDF copy of the Site Plan on disk, as directed by City staff. This will depend if the project borders a Lake County right-of-way.
5. Plans for the provision of services and infrastructure, and if required, traffic studies, Transportation Proportionate Fair Share information, or School Concurrency information.
6. Landscape plans in conformance with Chapter 118 of the Code. (see #3 above)
7. Original signature application

APPLICATION FEE: \$845.00 plus the cost of advertisement, plus the cost of traffic review fee*, if necessary.

*If the conditional use impacts traffic, a third party review through the City's traffic consultant will be necessary. The cost of review will be the responsibility of the applicant.



CITY OF CLERMONT

CONDITIONAL USE PERMIT

APPLICATION

Date		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)		
Project Name (if applicable) FUMC Classroom Addition				
Applicant First United Methodist Church Clermont				
Contact Person Stephen Elmore				
Address 1035 7th Street		City Clermont	State FL	Zip 34711
Telephone 352-394-2412		Fax 352-394-4899		
Email				
OWNER INFORMATION ☒ (Check box if owner information is same as applicant)				
Owner's Name First United Methodist Church Clermont				
Owner Address 1035 7th Street		City Clermont	State FL	Zip 34711
Telephone 352-394-2412		Fax 352-394-4899		
PROPERTY INFORMATION				
Address of Subject Property Corner of 7th St. and Desoto Street.		City Clermont	State FL	Zip 34711
General Location Lot 12 Block 73				
Legal Description & Alternate Key (include copy of survey) ALT Key 1614724 CLERMONT BLK 82, N 1/2 OF JUNIATA ST LYING E OF 8TH ST & W OF 7TH ST PB 8 PG 17 ORB 2488 PG 2120				
Land Use (City verification required) Commercial				
Zoning (City verification required) Central Business District				



CITY OF CLERMONT CONDITIONAL USE PERMIT APPLICATION

Detailed Description of request (What are you proposing to do and why is it appropriate for this location?) Attach additional page if necessary.

The church was founded in 1891 on the site in question, in 1954 the first "community kindergarten" class was started in the church basement. What we are proposing now some 68 years later is to continue that fine tradition of serving the community children with education opportunities. Our elementary school has grown to the point that we are ready to branch out to middle school.

We are proposing a 2 story education building (up to 28,000 SF) located at the southwest corner of 7th Street and Desoto Street. Student drop off and pick up will remain the same, which occurs in our parking lots. The student drop off and pick up has always occurred on our property and not on the city roads. The education building addition will not change pick up and drop off operation, which has been successful in the past with no reported issues.

We strongly believe this to be a continuation of our current CUP, however we want to do everything decently and in order.

Stephen Elmore

Applicant Name (print)

x Stephen Elmore

Digitally signed by Stephen Elmore
Date: 2022.08.30 11:57:34 -04'00'

Applicant Name (signature)

Stephen Elmore

Owner Name (print)

x

Owner Name (signature)

*******NOTICE*******

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394 3542

5/26/2020

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	01/13/2023
Order Number:	8328298
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	52.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	01/31/2023 - 02/21/2023	Govt Public Notices
LEE dailycommercial.com	2	01/31/2023 - 02/21/2023	Govt Public Notices

Total Order Confirmation	\$161.84
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Ad Preview

LEGAL NOTICE

On Tuesday, February 7, 2023 at 6:30 PM the Clermont Planning & Zoning Commission will consider a request for a Conditional Use Permit (CUP) amendment (Resolution 1476) to allow for a private school to be located in the CBD Central Business District and a building greater than 3,000 square feet, as required in Section 122-244 Conditional Uses. The final hearing of the proposed request will be heard by Clermont City Council on Tuesday, February 28, 2023 at 6:30 PM.

LOCATION

First United Methodist Church Old hospital parking lot located at the southwest corner of 7th Street and Desoto Street

Alternate Keys 1614724, 1614741, 1096821, 2790865

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All public meetings will be held in the Clermont City Hall, Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

All interested parties shall be given an opportunity to express their views on this matter.

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. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings

Tracy Ackroyd Howe, MMC
City Clerk

#8328298 1/31, 2/21/2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 28, 2023		
Agenda Item Name		
Ordinance No. 2023-009 <i>Intro</i> <i>Land Development Code Amendment-Murals</i>		
Requested Action		
Recommend introduction of Ordinance No. 2023-009.		
Staff Report		
City staff is proposing a sign code change regarding murals. This proposed change will clarify the location of where murals may be placed. The current language in the code does not allow a mural to be on the side of a building if the side fronts a right-of-way. The new language will allow murals to be placed in these locations. Murals proposed for the front of buildings will remain prohibited.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. ORD 2023-009 - 2023 Sign Code Amendment-with strikethrough (02.08.2023)	ORD 2023-009 - 2023 Sign Code Amendment-with strikethrough (02.08.2023).pdf	
2. ORD 2023-009 - 2023 Sign Code Amendment - clean version (02.08.2023)	ORD 2023-009 - 2023 Sign Code Amendment - clean version (02.08.2023).pdf	
3. Legal ad	Legal ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-009

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE; CHAPTER 102 SIGNS; AMENDING SECTION 102-26 “OTHER SIGNS”; PROVIDING FOR CONFLICT; SEVERABILITY; CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS; RECORDING; PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on March 7, 2023 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont shall amend the Land Development Code, Chapter 102-Signs, amending section 102-26 “Other Signs” to allow murals and artworks that reflects and enhances the City’s diversity, character and heritage through designs by artists for commercial development in the Central Business District; and

WHEREAS, the City of Clermont Code of Ordinances, Land Development Code, Chapter 102 “Signs”, purpose and intent is to ensure adequate means of communication through signage while maintaining attractive visual appearance within the City, and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Clermont, that Chapter 102 “Signs” of the Clermont Code of Ordinances be amended to amend Section 102-26 “Other Signs” as set forth in the following amendments shown in Section 2.

SECTION 1: AUTHORITY

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2.

The Land Development Code of the City of Clermont Code of Ordinances is hereby amended to read as follows:

Sec. 102-26. “Other Signs”

- (1) *Mural signs.* Artwork painted or affixed to building walls, facades or other exterior surfaces shall be limited to the sides and rear building façades on the first floor of any commercial buildings located in the Central Business District. The city council may approve larger murals as a variance to the land development codes, at a public hearing after notice to adjacent property owners. Mural art works are to be exclusively non-commercial in nature, and in no way identify a product and deemed to provide artistic value and benefit to the surrounding area and not just of benefit to the building or business proposing the mural.

CITY OF CLERMONT
ORDINANCE NO. 2023-009

Murals and works of art shall be permitted on the sides and rear of any commercial building walls and shall not be allowed on any front building facades and walls. ~~The front building façade is determined as any façade facing a vehicular street right-of-way.~~

- (a) Works of art and murals shall be located in the Clermont Central Business District (CBD). Murals and artwork projects are prohibited for residential only buildings and uses.
- (b) The artwork should show sensitivity be family-oriented, appropriate for all ages, educational, display community values, provide creativity and quality workmanship, enrich history, and create a vision of what makes it unique. Artwork projects may not encompass any nudity, offensive languages or gestures, gang symbols, graffiti, political affiliations, drugs or alcohol symbols, violence, and no racial or hate messages within its content. The maximum amount of text within any mural shall be limited to five (5) percent.
- (c) Corporate logos and/or any commercial signage shall be prohibited for any art project or artwork design content. This article will not permit or allow any type of illegal sign, irrespective of artist content.
- (d) The property owner is required to obtain a permit for any artwork and/or mural art project display before the installation of any art display on any buildings. The artwork permit application must include an 11" x 17" sketch/graphic design of the proposed artwork for review and approval by the designated city staff. All proposed artwork must include the artwork display location on site and/or buildings.
- (e) All works of art must comply with any applicable Clermont Codes and Regulations that include any applicable building and fire code requirements for installation, creation, and construction on site. No art project can be placed on or located on any streets, sidewalks, dedicated easements; city owned property, rights-of-way, public access and must comply with any ADA requirements for the site.
- (f) Custody, supervision, maintenance and preservation of the murals and art works is the responsibility of the property owner. The property owner is required to maintain the mural and artwork in good condition at the approved location, failure to comply with this requirement as required by law or other applicable guidelines shall subject the property owner to code enforcement action including violations and fines, and the Clermont City Council may revoke the permit after a public hearing.
- (g) A hold-harmless release and identification waiver in a form acceptable to the City must be signed by the property owner that excludes, indemnifies and releases the City of Clermont of any liability for public art projects on private property.



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ORDINANCE NO. 2023-009

SECTION 3: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4: SEVERABILITY

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

SECTION 5: CODIFICATION

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 8: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2023-009

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 14th day of March 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
ORDINANCE NO. 2023-009

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE; CHAPTER 102 SIGNS; AMENDING SECTION 102-26 “OTHER SIGNS”; PROVIDING FOR CONFLICT; SEVERABILITY; CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS; RECORDING; PUBLICATION AND AN EFFECTIVE DATE.

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CITY OF CLERMONT
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CITY OF CLERMONT
ORDINANCE NO. 2023-009

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CITY OF CLERMONT
ORDINANCE NO. 2023-009

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 14th day of March 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	02/06/2023
Order Number:	8429990
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	50.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	02/21/2023 - 02/28/2023	Govt Public Notices
LEE dailycommercial.com	2	02/21/2023 - 02/28/2023	Govt Public Notices

Total Order Confirmation	\$156.00
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Ad Preview

LEGAL NOTICE

On Tuesday, March 7, 2023 at 6:30 PM the Clermont Planning and Zoning Commission will consider the proposed ordinance. The final enactment of the proposed ordinance will be heard by the City Council on Tuesday, March 14, 2023 at 6:30 PM.

ORDINANCE NO. 2023-009

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE; CHAPTER 102 SIGNS; SECTION 102-26 OTHER SIGNS; PROVIDING FOR CONFLICT, SEVERABILITY; CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

All meetings will be held in Clermont City Hall, 1st floor Council Chambers, located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

This ordinance is available for public inspection in the Development Services Office, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

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. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

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