

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, NOVEMBER 13, 2023 5:30 PM**

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS:

3. PRESENTATIONS:

A. Susan Street Sports Complex Project

B. Consider Hosting BikeFest 2024

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held October 23, 2023

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services

Agreement with Bulldog Sitework, LLC for an amount of \$219,638.89; and providing an effective date.

- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Bulldog Sitework, LLC for an amount of \$247,012.87; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with DB Civil Construction, LLC. for an amount of \$755,782.80; and providing an effective date.**
- 4. Purchase request by the Information Technology Department for desktop and laptop computers as part of the City's annual program for computer hardware replacement.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Civic Organization Funding Agreements for Fiscal Year 2023-24 with Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Arts Festival, Inc. DBA Leesburg Center for the Arts, and Melon Patch Players, Inc.; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and TLC Hodges Reserve, LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Hodges Reserve Phase 1; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and TLC Hodges Reserve, LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Hodges Reserve Phase 2; and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Renewal to the lease agreement between the City of Leesburg and Kids Central, Inc.; and providing an effective date.**

5. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Jerry Hamby and Beulah Annette Hamby; and providing an effective date.
 6. Resolution of the City Commission of the City of Leesburg, Florida authorizing amendments to Personnel Policies 800 and 805 to reflect updated per diem rates; and providing an effective date.
6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW)
AVAILABLE
- A. SECOND READING OF ORDINANCES:
1. NONE
- B. FIRST READING OF ORDINANCES:
1. NONE
- C. NON-ROUTINE ITEMS:
1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Management Services Agreement with Akers Media to manage LakeFront TV; and providing an effective date.
 2. Resolution of the City Commission of the City of Leesburg, Florida approving language revisions to the Home Improvement Grant Program; and providing an effective date.
 - a. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Memorandum of Understanding (MOU) between the City of Leesburg and Habitat for Humanities of Lake-Sumter for the Housing Repair Grant Program; and providing an effective date.
 - b. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Memorandum of Understanding (MOU) between the City of Leesburg and the Lake Community Action Agency, Inc., for the Home Repair Grant Program; and providing an effective date.

3. Discussion Item - Commission Meetings that fall on an Observed Holiday in 2024

7. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

A. Financial Reports as of August 2023

B. Financial Reports as of September 2023

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.



Susan Street Sports Complex Project

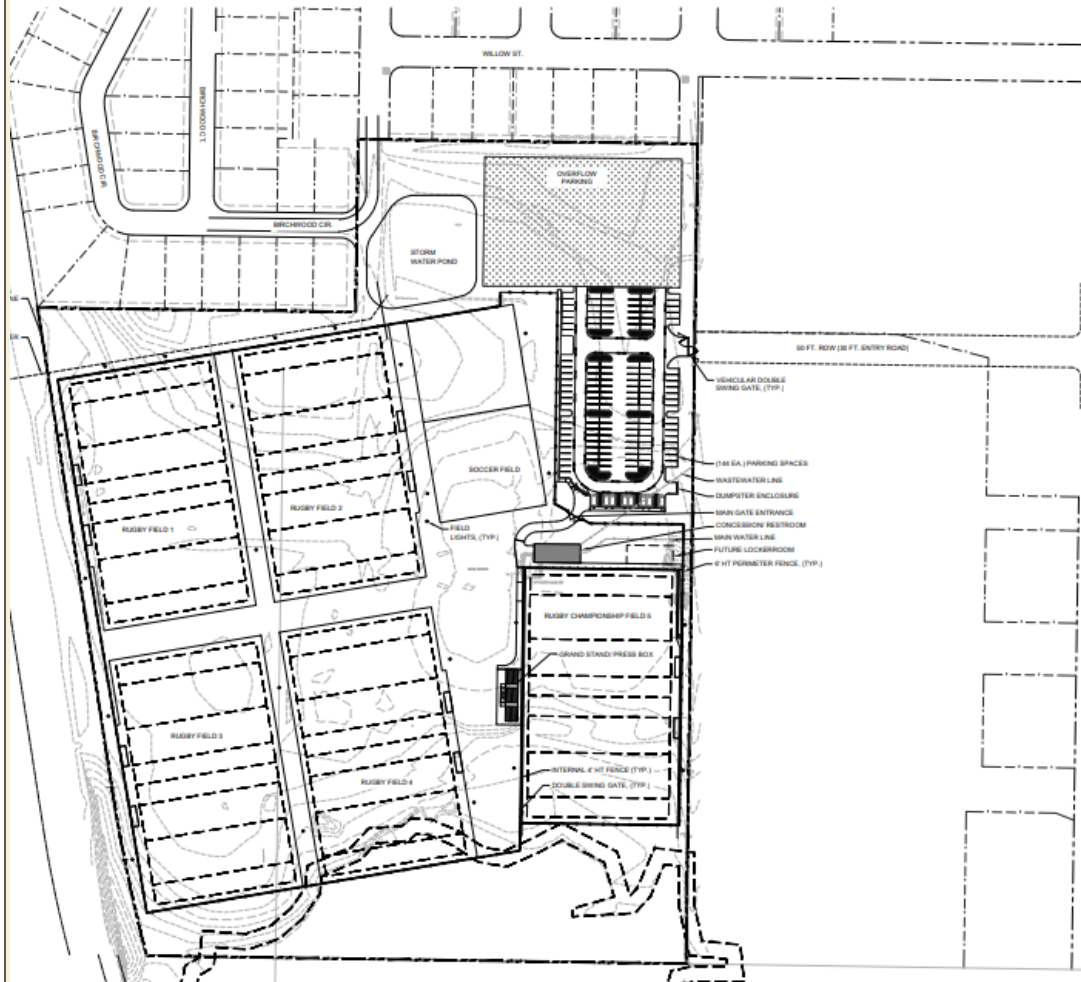
November 13, 2023

Overview



- Objective
 - Demo existing facility
 - Create a destination facility for rectangle sports
 - Football, 7v7 Football, Soccer, Rugby
- Budget
 - Discussed in last slide
- Process
 - Construction Manager at Risk
- Request
 - Approve Recreation Staff to proceed to 30% design estimate from CMAR

Susan Street Sports Complex



Highlights:

- Stadium w/ Grandstand & Turf Surface
- 4 Grass Multipurpose Fields (Rugby Size)
- Multipurpose field (Soccer Size)
- Field house
 - Concessions/Restrooms/Locker Rooms
- Parking in NE corner
- Scoreboards
- PA System
- 10 row bleachers for aux fields
- Entrance from HWY 27
- Marquee Entrance Sign

The seal of the City of Leesburg, Florida. It is a circular emblem with a black border. Inside the circle, a white crane is shown in flight, facing right. The background is a light blue sky with white sun rays emanating from behind the crane. To the left of the crane is a green silhouette of a tree, and to the right is a green silhouette of a grassy field. The words "THE LAKEFRONT CITY" are written in white, uppercase letters along the top inner edge of the circle. A green banner with white, uppercase letters "LEESBURG" is draped across the bottom of the circle. Below the banner, the words "EST. 1857" are written in white, uppercase letters.

Budget



Revenue		Project	
<u>Source</u>	<u>Amount</u>	<u>Item</u>	<u>Estimated Cost</u>
General Fund	\$ 119,807	Engineering	\$ 562,800
American Rescue Plan Act	3,000,000	Complex	7,116,118
Lk. Co. Tourist Dev. Tax Grant (TDC)*	1,996,000	Entrance Road	253,332
Legislative Priority Grant**	750,000	Property Acquisition	TBD
City Funds (FY 25 Budget)	2,066,443		
	\$ 7,932,250		\$ 7,932,250

*\$996,000 has been approved, City anticipates receiving another \$1,000,000

**City requested these funds from Legislative Priority Grants



28th Annual Leesburg Bikefest

November 13, 2023

Overview



Objective

- Continue the tradition of Bikefest in Leesburg at a manageable scale that will benefit the community

Budget

- Discussed in last slide

Request

- Approval to move forward with planning, securing acts and sponsors. It is imperative to begin the planning process ASAP to ensure securing adequate entertainment and beneficial sponsors.
- Increase City Managers' spending approval amount to \$100,000 for entertainment

28th Annual Leesburg Bikefest



Highlights:

- City of Leesburg to manage two stages. (Main stage & second stage)
- Condense the event footprint.
- Upgrade on entertainment to draw in new attendees.
- Utilizing new partners that align with budget.
- Community engagement via parking and vending opportunities.
- Securing media partnerships; iHeartMedia & JVC Broadcasting.

Possible layout to include area in red box



Proposed BikeFest 2024 Budget



INCOME	
ITEM	AMOUNT
Sponsorship	\$215,000.00
Novelties Sales	\$150,000.00
Vendor Registration Fees	\$125,000.00
Beverage Sales	\$30,000.00
Total Income	\$520,000.00

Progressive 60,000, WD 40,000, Gator 20,000, Jenkins 15,000, Rubinstien 5,000, Lucky You 10,000, VISIT FL 20,000, Vist Lake 40,000

EXPENSES	
ITEM	AMOUNT
Advertising	\$25,000.00
Awards & Prizes	\$3,500.00
Bank Charges/CC Fees	\$3,000.00
Contingency	\$50,000.00
Nourishments	\$7,500.00
Equipment Rental	\$20,000.00
Entertainment	\$200,000.00
Band Catering	\$5,000.00
Merch	\$20,000.00
Office Expense	\$1,000.00
Salaries	\$5,000.00
Stage/Sound	\$80,000.00
Security	\$100,000.00
Total Expense	\$520,000.00

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, OCTOBER 23, 2023 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, October 23, 2023, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Allyson Berry
Commissioner Jay Connell
Commissioner Mike Pederson
Commissioner Alan Reisman
Mayor Jimmy Burry

Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Grant Watson, the news media, and others.

INVOCATION

Mayor Burry gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS:

A. National American Indian Heritage Month

Mayor Burry read a proclamation proclaiming November 2023 as National American Indian Heritage Month. He encouraged all citizens of the Leesburg community to observe this month with appropriate programs, ceremonies, and activities.

3. PRESENTATIONS:

A. Officer "Boomer" - K9 Retirement Recognition - Handler Corporal John Scheer

Police Chief (PC) Robert Hicks wanted to honor K-9 Officer Boomer on his retirement. He is nine years old. K-9 Boomer has faithfully served alongside the officers, fearlessly confronting danger to help keep our community safe. He has tracked down suspects and sniffed out illegal substances. K-9 Boomer has

been an invaluable asset and a force multiplier for the department. During his tenure, K-9 Boomer has been involved with the arrest of nearly three hundred suspects, numerous illegal firearm seizures and the confiscation of pounds of illicit narcotics including fentanyl, cocaine, and other hard drugs that cause detriment to society. Canine Boomer will retire to the love and care of his handler, Corporal John Scheer and his family. Corporal Shear works in their department as the K-9 unit supervisor. He wished K-9 Boomer all the best in his retirement. He thanked him for his years of dedication and faithful service. Canine Boomer was presented with a goodie bag from Karen's Canine Kitchen.

Parks and Recreation Director (PRD) Travis Rima introduced Maggie Lynden, the city's new Special Event Manager. Ms. Lyden comes with a wealth of experience and they are excited to have her. **Special Events Manager (SEM) Lyden** stated she was excited to work in the city. She looks forward to producing some awesome events.

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

Murray Tucker, on behalf of the Board of Trustees for the Lone Oak Cemetery, mentioned on Thursday at 6:00 p.m. in the Lone Oak Cemetery there will be a historical tour called the Moonlight Tour. He suggested coming early because there would be raffle prizes. This is their biggest fundraiser since the board was founded in the late 1800's. This is a big deal and he encouraged everyone to come out and see the cemetery since it is owned by the people of Leesburg. **Commissioner Reisman** encouraged everyone to attend this fundraiser. There is a lot you can learn about Leesburg on this tour.

Marcelino Miranda, owner of Mayan Blendz Barbershop & Salon, 2304 West Main Street, Leesburg, stated he had some concerns. Recently, the city issued him a notice about his feather flags and signs. For him it is hard to compete with the big stores. They have a hard time getting their name out there on social media and not everyone uses social media. He would like the city to consider eliminating this mandate because the current code only allows for seven days, twice a year. That makes it hard to promote his business. **CM Minner** commented, in order to change that, it would have to be done by a commission directive. Code enforcement has been proactive on this issue, but code enforcement receives complaints and they have to go out and investigate. Feather flag complaints are dealt with as they come in. Feather flag complaints only come in when they are out longer than they should be. The bottom line is our code prohibits feather flags with the exception that you can apply for a permit when you open a business or have a special event. They are only allowed for so many days. Code enforcement follows what the code says. It is based off complaints received about feather flags. If the commission wishes to lighten up that directive, they would have to change the code. This question does come up from time to time. **Mayor Burry** pointed out if a commissioner wants to change this directive, they need to get with the city manager. **CM Minner** said they could come see him and mark up the ordinance for modification. It may need to go before the planning commission, but they will go through the process if there is a desire to modify the ordinance. **Commissioner Connell** inquired about the current timeframe for feather flags. **Planning and Zoning Director (PZD) Dan Miller** responded that the current code states feather flags are allowed in front of businesses for fourteen days each year. However, it has to be in seven-day increments. They have to take them down and apply to put them up again for another week. They can choose to have the flags in the spring or fall. They do receive a lot of complaints about them. **Commissioner Connell** inquired about the costs. **PZD Miller** explained that he was unsure. He heard it was one hundred and twenty dollars. **Commissioner Connell** wanted to clarify that he said one hundred and twenty dollars for seven days? **PZD Miller** believed that was correct. Mr. Miranda mentioned it cost

one hundred and twenty dollars for the permit, which is only good for seven days. They are allowed to apply for it twice per calendar year. Each time they apply, they have to pay one hundred and twenty dollars. **Mr. Miranda** said as a small business owner, they cannot promote their business. They are losing business over these types of laws. He has worked at this barber shop for four years. He had talked to people who lived in Leesburg and they had never heard of this. Not everyone is on social media and there is a lot of new construction and road traffic. He would like all small businesses to have the opportunity to take advantage of the new traffic. **Commissioner Connell** questioned the general consensus of complaints. Are they all over the board or are they generally the same? **PZD Miller** answered that they received five or six complaints last week. Those complaints were about not being able to use them. The current code prohibits them for most of the year. It was adopted several years ago by a different commission. City staff does not have a position one way or another. **Commissioner Connell** asked if the complaint was due to a violation or was it a specific issue or concern? **PZD Miller** noted the folks who complain want to have them and the ordinance does not provide much leeway. **CM Minner** stated the crux of the complaint is an aesthetic one. Some businesses like them because they are cheap and they get their name out and other folks do not like them because they are unattractive and not standard. The feather flags create signage pollution. The code was written to be anti-feather flag for aesthetic reasons. The city provides a facade sign landscape grant program to promote businesses to have conforming signage. At this time, if the commission wants to be more sympathetic to businesses and if they think feather flags are not a nuisance, they need to modify the code. They can continue with the existing code which states feather flags are a nuisance and allow for limited usage or they can choose to change it.

5. CONSENT AGENDA:

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Items pulled for discussion:

- 5.B.1 - Amendment Four with Sissine's Business Solutions of Orlando, LLC.
- 5.B.4 - Amendment One with Wharton-Smith, Inc.
- 5.C.4 - Amendment Four with Paymentus Corporation, Inc.
- 5.C.7 - Personnel Policy 800 - Non-Travel Meals and Refreshments

Commissioner Reisman moved to adopt the Consent Agenda except for 5.B.1, 5.B.4, 5.C.4, and 5.C.7, and Commissioner Berry seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:
(Each item has its coordinated resolution number listed below the header)

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held October 9, 2023

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Four with Sissine's Business Solutions of Orlando, LLC., amending the contract term; and providing an effective date.**

ADOPTED RESOLUTION 11,723

Commissioner Reisman introduced the resolution to be read by title only. CC Purvis read the resolution by title only.

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Commissioner Reisman stated he pulled this because the cost for color in the contract was much cheaper than black and white. After speaking with the city manager, this appeared to be an error. The color cost needs to be changed from \$ 0.0076 to \$ 0.076, they just need to take out a zero. **Commissioner Pederson** complimented his good catch.

Commissioner Reisman made a motion to amend the contract, changing the color cost of the contract from 0.0076 to 0.076, and Commissioner Pederson seconded the motion.

The roll call vote on the Amendment was:

Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission adopted the amendment.

The roll call vote on the amended Resolution was:

Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes
Commissioner Reisman	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission adopted the resolution.

- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services**

Agreement with Crom, LLC., for the installation and construction of a ground storage tank in Highland Lakes; and providing an effective date.

ADOPTED RESOLUTION 11,715

- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement for natural gas distribution line installation and abandonment services with Precision Meter Repair, Inc. and Sabcon Underground; and providing an effective date.**
 - a. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Fixed Unit Price Agreement for Construction Services with Precision Meter Repair, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 11,716

- b. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Fixed Unit Price Agreement for Construction Services with SabCon Underground; and providing an effective date.**

ADOPTED RESOLUTION 11,717

- 4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment 1 to Construction Services Agreement with Wharton-Smith, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 11,724

Commissioner Reisman introduced the resolution to be read by title only. CC Purvis read the resolution by title only.

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Commissioner Reisman asked the city manager to provide a brief explanation of why there was already a change order. **CM Minner** stated he did not anticipate there being anymore change orders, at least due to design standards. There were two situations that came up and they are not atypical. First, with electric relocations, we did not include some underground work and there are some electric improvements that need to be made while we do streetscape improvements. This is valued at one hundred and twenty thousand dollars. The electric fund typically absorbs this when we make these types of improvements. For example, the pool or teen center, the electric utility or the enterprise utility pay for the infrastructure

costs. That is atypical, but we are moving to not paying for that out of a utility fund. We will use the general fund to pay for that. In essence, this project is causing the utilities to move electricity, which was missed during the budget process and that needs to be added in. The second part is the old as-built, they are not correct. They anticipated the waterline being significantly deeper than it is. When they went out to do the work, they found the waterlines were too high, so they could not move forward with the road or other improvements. The waterlines have to be set lower. Those costs would be about three eighty, less one twenty. It will be about two sixty to relocate the waterlines. They planned for most of the expenditures to come out of American Recovery Act monies. They have a little south of seven hundred thousand dollars left in that plan. He suggested using American Recovery Act expenditures to cover this change-order. **Commissioner Connell** asked why the as-built or locates did not inform them of that upfront. **CM Minner** answered this was not typical. **Commissioner Connell** inquired about the project costs. **CM Minner** replied it would be about three hundred and eighty thousand dollars. This project was approved at about three million dollars, and it is about three point three million. **Commissioner Reisman** asked if they planned to use ARP funds for anything else? **CM Minner** answered not specifically. They have the CIP chest, which has about one point seven million dollars between ARP, general fund, and interest monies. This is a hit, but this project is almost halfway done. It would be hard to back out now. The waterline issue and the as-built are not always reliable. They go out to probe and do the surveys the best they can. **Commissioner Reisman** mentioned they had the same type of issue at his company where it showed the lines were supposed to be there, but they were nowhere near. **Commissioner Connell** wanted to verify that the lines needed to be moved. **CM Minner** responded yes, the lines need to be moved.

The roll call vote was:

Commissioner Berry	Yes
Commissioner Connell	No
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Mayor Burry	Yes

Four yeas, one nay, the Commission adopted the resolution.

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for and, if awarded, accept an Edward Byrne FY 2023 Local Solicitation Grant from the U.S. Department of Justice (JAG) to pay costs associated with the purchase of department equipment; and providing an effective date.**

ADOPTED RESOLUTION 11,718

- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for and, if awarded, accept an Edward Byrne FY 2022 (2023) Countywide Solicitation Grant from the U.S. Department of Justice (JAG) to pay costs associated with tuition and study material for law enforcement academy; and providing an effective date.**

ADOPTED RESOLUTION 11,719

3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Third As-Needed Municipal Support Agreement between the City of Leesburg and Alpha International I, LLC; and providing an effective date.**

ADOPTED RESOLUTION 11,720

4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment No. 4 of the master services agreement with Paymentus, Inc. to provide electronic utility bill payment services to process City utility customer payments by credit and debit card and ACH/eCheck; and providing an effective date.**

ADOPTED RESOLUTION 11,725

Commissioner Reisman introduced the resolution to be read by title only. CC Purvis read the resolution by title only.

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Commissioner Reisman asked the city manager to provide a brief overview so the public is aware of what is coming. **CM Minner** said this was a commission-driven project. After going through contractual language and doing some comparing and contrast, the customer accounts manager and finance director squared it away. This resolution will enforce what they believe is the city's right to add a charge. The administrative charge for the use of a credit card would be three dollars and fifty cents. That is what Paymentus charges the city. They tried to keep that fee low, but this will reduce the city's credit card expenses. They will get the administrative kinks worked out.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission adopted the resolution.

5. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Civic Organization Funding Agreement with Leesburg Cemeteries, Inc. for Fiscal Year 2023/24; and providing an effective date.**

ADOPTED RESOLUTION 11,721

6. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Recreation Department to implement a waitlist deposit policy at the Venetian Cove Marina; and providing an effective date.**

ADOPTED RESOLUTION 11,722

7. **Resolution of the City Commission of the City of Leesburg, Florida authorizing amendments to Personnel Policy 800 - Non-Travel Meals and Refreshments; and providing an effective date.**

ADOPTED RESOLUTION 11,726

Commissioner Reisman introduced the resolution to be read by title only. CC Purvis read the resolution by title only.

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Commissioner Connell said he pulled this because the information he found regarding the average per diem was fifty-nine dollars per day and this was being proposed at fifty dollars. He would like to meet the average per diem for the employees. They should not have anything less than what the national average is. It is only another nine dollars more a day. However, the administration wants to split it between breakfast, lunch, and dinner is fine. We just need to meet the national average. **Human Resource Director (HRD) Melissa Arriaga** responded that the city is currently at fifty-three dollars a day and, yes, the average is fifty-nine dollars. The staff is in the process of updating all policies, because the travel reimbursement policy is per diem as well for meals. They will bring those recommendations to the commission. If the commission wants to change that now, it would affect this policy and the travel policy. They can distribute the costs between breakfast, lunch, and dinner. It also includes incidentals. If they want to adjust it for the additional six dollars, they will do that. **CM Minner** informed them that this was an employee-driven request. The employees do not like this process of meal reimbursement. They have to provide receipts and then wait a couple of weeks to receive their check. This policy basically makes the per diem automatic. If they want to change it to fifty-nine dollars and allow staff to administratively add the six dollars based on a proration of breakfast, lunch, and dinner, they can do that. He was not sure how that would impact the budget, but it would not be a big deal. If this is approved, it will help the employees by having an automatic per diem that they will receive in their paycheck. If they want to increase the per diem, they will need to amend the resolution. They can take the increase per diem and average it between breakfast, lunch, and dinner. As the human resource director mentioned, they plan to go through all the policies and update them. It will be a comprehensive review and there may be a number of modifications brought to their attention. **Mayor Burry** asked if the per diem was a line item in the budget and if it was a three percent increase? **CM Minner** replied he was not sure about the percentage, but it is in the travel training expense line. They can go back and look at it, but the travel reimbursement line item is in every division of the budget. They would go back and add all those up. **Commissioner Berry** suggested discussing that later when they come back with the rest of the changes. **CM Minner** mentioned that the policy only contemplated automatic payment and not an increase.

Commissioner Connell asked when they would bring that back. **HRD Arriaga** stated it would be this fiscal year. They want to review the personnel policy manual in its entirety. They can bring it back all at one time, or bring this item back on the next agenda. They could include the adjustment of the per diem rate. With the personnel policy manual, they should see that in the next couple of months. **Commissioner Connell** said they could bring it all back with modifications. **Commissioner Pederson** stated he did not have any strong opinions, he just wanted to be fair to the employees. If they wanted to bring it back with the revisions, he was fine with that. **HRD Arriaga** stated it would be within this fiscal year between now and the next budget. If they want it back on the next agenda, she could do that and add the changes to this policy and the travel policy. **Commissioner Reisman** agreed that the travel stipend should be up to par. At his company, the policy is fifty-nine dollars. That is the standard rate, and we should be on par. He would be okay with tabling this until the next meeting in order to get updated numbers so they can make an informed decision. **Mayor Burry** thought it was a good idea that they should have factual information in terms of dollars. **Commissioner Connell** said they were talking about six dollars. That is not a lot. **Mayor Burry** inquired if this should be tabled. **CA Watson** responded that he did not think so. This resolution was to approve the automatic deduction. They can direct staff to bring something back at the next meeting. They just need to vote on this item as presented. **CM Minner** said they can approve this tonight so employees can start receiving their per diem on their pay checks. However, it will not be at the market rate. At the next meeting, they can bring the numbers back for the increase. **Commissioner Berry** asked about the change being requested. Is there an additional burden to why they are changing it to go directly to payroll without receipts? **CM Minner** answered they are trying to make it easier for the employees at their request. **Commissioner Berry** questioned about accounting and documentation. **HRD Arriaga** informed them that the administrative burden falls on each department when they submit payroll. They have information that will be distributed to all payroll administrators throughout the organization. It will inform them about what needs to be provided with time sheets to cover the checks and balances. However, in the end, it falls on the administrative staff within each department and not finance.

The roll call vote was:

Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission adopted the resolution.

Commissioner Reisman mentioned that he agreed to this with the exception that in two weeks they will have the updated numbers along with the updated travel policy. Commissioner Pederson agreed. There should be more information provided in two weeks to this this done, even if it takes four weeks.

**6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW)
AVAILABLE**

A. SECOND READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, ratifying and readopting Ordinance 17-07 pertaining to a change in the Future Land Use Element of**

City of Leesburg Comprehensive Plan to establish the Orange Bend Future Land Use designation and creating applicable Goals, Objectives and Policies, and ratifying and readopting Ordinance 17-08 pertaining to a change in Future Land Use on approximately 640 acres from Lake County Agriculture to City of Leesburg Orange Bend, for property generally situated in Section 33, Township 18 South, Range 25 East, Lake County, Florida, to ensure compliance with the procedures of Chapter 163, Florida Statutes for adopting large scale comprehensive plan amendments relating to said property; directing transmittal to the reviewing agencies; providing for severability; and providing an effective date. (Ord 17-07, 17-08 Orange Bend)

ADOPTED ORDINANCE 23-60

Commissioner Reisman introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Commissioner Reisman made a motion to adopt the ordinance and Commissioner Connell seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Mayor Burry asked the city manager to provide a brief summary of why we are doing this. **CM Minner** stated all the ordinances under public hearings are cleanup ordinances. This was procedural from when they changed from doing things in the paper world to the electronic paper world. When these annexation, land use, and rezoning issues are done, staff is required to notify the state that it was completed. The state then gives the official ribbon. The state alleged that we did not do that and the planning and zoning director alleged that we did. After discussions with the state, they said to solve it, we needed to approve these ordinances. That would cure the dispute with the state. **Mayor Burry** added that there would be no changes to the previously approved developments.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes
Commissioner Reisman	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission adopted the ordinance.

2. **An Ordinance of the City of Leesburg, Florida, ratifying and readopting Ordinance 15-46 pertaining to a change in Future Land Use on approximately 73 acres from Lake County Urban High Density to City of Leesburg Medium Density Residential for property generally situated in Section 16, Township 19 South, Range 24 East, Lake County, Florida, to ensure compliance with the procedures of Chapter 163, Florida Statutes for adopting large scale comprehensive plan amendments relating to said property; directing transmittal to the reviewing agencies; providing for severability; and providing an effective date. (Ord 15-46 Leesburg Fruit Co.)**

ADOPTED ORDINANCE 23-61

Commissioner Reisman introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Commissioner Reisman made a motion to adopt the ordinance and Commissioner Berry seconded the motion.

Mayor Burry requested comments from the Commission and the audience. There were none.

The roll call vote was:

Commissioner Berry	Yes
Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission adopted the ordinance.

3. **An Ordinance of the City of Leesburg, Florida, ratifying and readopting Ordinance 15-51 pertaining to a change in Future Land Use on approximately 104 acres from Lake County Urban Low Density to City of Leesburg Estate Residential for property generally situated in Section 1, Township 19 South, Range 25 East, Lake County, Florida, to ensure compliance with the procedures of Chapter 163, Florida Statutes for adopting large scale comprehensive plan amendments relating to said property; directing transmittal to the reviewing agencies; providing for severability; and providing an effective date. (15-51 Silver Lake Estates)**

ADOPTED ORDINANCE 23-62

Commissioner Reisman introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Commissioner Reisman made a motion to adopt the ordinance and Commissioner Berry seconded the motion.

Mayor Burry requested comments from the Commission and the audience. There were none.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission adopted the ordinance.

4. **An Ordinance of the City of Leesburg, Florida, ratifying and readopting Ordinance 15-43 pertaining to a change in Future Land Use on approximately 216 acres from Lake County Rural to City of Leesburg Estate Residential for property generally situated in Sections 27 and 28, Township 20 South, Range 24 East, Lake County, Florida, to ensure compliance with the procedures of Chapter 163, Florida statutes for adopting large scale comprehensive plan amendments relating to said property; directing transmittal to the reviewing agencies; providing for severability; and providing an effective date. (Ord 15-43 Ranches of Orlando)**

ADOPTED ORDINANCE 23-63

Commissioner Reisman introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Commissioner Reisman made a motion to adopt the ordinance and Commissioner Connell seconded the motion.

Mayor Burry requested comments from the Commission and the audience. There were none.

The roll call vote was:

Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission adopted the ordinance.

5. **An Ordinance of the city of Leesburg, Florida, ratifying and readopting Ordinance 17-16 pertaining to a change in Future Land Use on approximately 62.8 acres from Lake County Rural Transition to City of Leesburg Estate Residential for property generally situated in Section 25, Township 20 South, Range 24 East, Lake County, Florida, to ensure compliance with the procedures of Chapter 163, Florida Statutes for adopting large scale comprehensive plan amendments relating to said property; directing transmittal to the reviewing agencies; providing for severability; and providing an effective date. (Ord 17-16 Floribra)**

ADOPTED ORDINANCE 23-64

Commissioner Reisman introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Commissioner Reisman made a motion to adopt the ordinance and Commissioner Berry seconded the motion.

Mayor Burry requested comments from the Commission and the audience. There were none.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes
Commissioner Reisman	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission adopted the ordinance.

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 4.9 +/- acres; and being generally located southwest of Professional Drive and south of U.S. Highway 441, lying in Section 21, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5; and providing an effective date. (Electrical Works)**

Commissioner Reisman introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Mayor Burry requested comments from the Commission and the audience. There were none. This item will hold over until November 27, 2023.

- 2. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 4.9 +/- acres from Lake County Urban Low Density to City of Leesburg General Commercial, for a property generally located southwest of Professional Drive and south of U.S. Highway 441, lying in Section 21, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Electrical Works)**

Commissioner Reisman introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Mayor Burry requested comments from the Commission and the audience. There were none. This item will hold over until November 27, 2023.

- 3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 4.9 +/- acres from Lake County LM (Light Industrial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for**

commercial and light industrial uses for a property generally located southwest of Professional Drive and south of U.S. Highway 441, lying in Section 21, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Electrical Works)

Commissioner Reisman introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Mayor Burry requested comments from the Commission and the audience. There were none. This item will hold over until November 27, 2023

4. An Ordinance of the City of Leesburg, Florida, amending the boundaries of the Tara Oaks Community Development District established pursuant to Ordinance 21-17; providing a severability clause; addressing conflicts; and providing an effective date. (CDD rev Tara Oaks)

Commissioner Reisman introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Mayor Burry requested comments from the Commission and the audience. There were none. This item will hold over until November 27, 2023.

C. NON-ROUTINE ITEMS:

1. City Manager Evaluation

Mayor Burry stated he reviewed the city manager's contract and in that contract it says there should be an annual review held in August. The process form criteria and format of the evaluation shall be mutually agreed upon by the employer and the employee. Criteria may be added or deleted as the employer may, from time to time, determine. The process, at a minimum, shall include the opportunity for both parties to prepare a written evaluation, meet and discuss the evaluation. There will be a written summary of the evaluation results. Despite the foregoing, if the employee is requested to engage in a formulation of the process criterion format for his evaluation and refuses to engage meaningfully in good faith in those negotiations, the employer may proceed with the evaluation using its own criteria. According to this statement, in the last three years, since he has been on the commission, we have not done this.

Commissioner Pederson pointed out it has not been done in the last five years. **Mayor Burry** stated ok, Commissioner Pederson has also been here where this has not been done, and that is within the purvey of the commission. They can choose not to have an open format. He stated that Commissioner Connell requested the commission do an evaluation form and that each commissioner fill it out. He knows he said that he was going to do his evaluation, but he personally has no problems whatsoever with anything that has happened nor does he have any problems with the city manager's handling of matters. The city is in good shape. He approached four different CPA's in Leesburg that deal with businesses and he asked them if they had complaints from their customers regarding how the city does business. He thought that would be an easy way to conduct interviews and he received nothing but gleaming reports. That made him feel good. He personally attended meetings with the city manager that included the County Commissioners, and the city manager did a fabulous job representing the city. He is well thought of at the FMPA, where he is the liaison. Another extremely important part of the city is the ability to have our own utility company. His evaluation of the city manager is that he is doing an excellent job.

Commissioner Connell stated he met with the city manager and they went through his evaluation of him. He wanted to leave it at that since his review was included in the agenda packet so anyone could read it. He is open to questions if anyone has any, but he personally spoke with the city manager last Wednesday when they went through his evaluation. There were several items in the evaluation that he was not sure how to answer because he is not involved with the day-to-day business of the city and he did not have employee input. He was unable to accurately answer those questions. Before the next evaluation, he would like the commission to consider looking at employing an agency who professionally handles evaluations so they can get input from the employees. It would be an evaluation where employees can log in to a system and do an evaluation that is prepared by the human resources department. That evaluation would be completely anonymous. That way, the employees have no concerns about doing it. They could have the agency put together a summary of findings which could be provided to the commission prior to them doing their review. They could take the summary report into consideration for some of the questions, since they are not involved in the day-to-day operations. He would like the commission to consider appropriating some money to have that done before the next evaluation. It is important to establish criteria for how the city manager is evaluated in the future. He is fine with how it is laid out in the city manager's contract under section eleven where it says "a written evaluation, a meeting with the city manager, and a summary report of their evaluation are prepared". He believes the appropriate person to prepare the summary of their evaluations would be the city attorney. They should not ask staff to do the summary because that would put them in a compromising position. He had nothing further to say about his evaluation because it spoke for itself and he had already spoken with the city manager about it. However, he would like the commission to consider appropriating money to employ an agency to allow employees to participate in the evaluation process where they feel completely safe doing so. They also need to agree on an evaluation process for the future to have the city attorney prepare the summary report.

Commissioner Berry remarked that being a new commissioner, the process was somewhat frustrating because she did not have all the pieces. She expressed concern to the city manager when she shared her evaluation with him. However, he is doing an outstanding job. The knowledge he has and how he keeps them informed is impeccable. She does not know anyone who can do that. Her learning curve was reduced tremendously by him. He allowed her time to come in, ask questions, and share concerns. She has no problems or issues. We are at the point where we can either agree or disagree. She liked the suggestion from Commissioner Connell because the grading scale they used did not even depict everything in his job description. It did not touch on everything he actually did and it was hard for her because she looked at it like she was grading/rating him as a department head. The evaluation does not cover all the avenues he has. With him representing the city at other meetings or whatever it may be, she was unsure how to rate that because she is still learning. He attends way more meetings than she is aware of. However, she agrees it would be an excellent idea moving forward. The commission should be allowed to add their feedback before it goes to a consultant. However, they need to have a scale to grade on.

Commissioner Reisman agreed with both commissioners. These are valid points. His review was included in the agenda packet. He has been around and he has attended meetings. He agreed that the city manager represents the city well.

Commissioner Pederson pointed out that he chose not to participate in the evaluation process. He felt that this was an effort by one commissioner to aggravate the city manager. He has been on the commission for five years and there has never been a discussion like this. If he did a review, it would mirror the mayor's almost verbatim. He is very happy with the city manager's performance. He served as mayor last year and he had to attend meetings with the city manager. At one meeting, they sat down with eighteen mayors and the County Commissioners and he did a great job representing the city. He has lived here twenty-five years and he knows all the city managers. He deemed him to be the best one thus far. We need to keep this city manager happy and not aggravate him. We do not need to do this process with the city manager because it will run him off and make it more difficult to hire a new city manager. They

will look at how we manage the city manager and that will not help recruit anyone. In summary, the city manager has done a great job for the city. If commissioners have concerns, he encourages them to sit down and talk with him directly. As far as employees, he works in the corporate world and when he was the manager he remembers going through a process where a consultant came in and he was reviewed by the department heads. He had to let that roll off because he had his feelings hurt because he thought he was a great manager. He did not walk right for two weeks. If they want an outside evaluation system to receive feedback, it may help the city manager be a better manager. We all have room for improvement. We all have areas of improvement and he is all for giving the city manager feedback. In summary, he fully supports the city manager. He saw former Commissioner Dennison in the audience and hoped she could speak about her time on the commission. He also asked former Commissioner, John Christian to speak, but he snuck out. The city manager is doing a fantastic job and we need to keep him happy.

Commissioner Reisman mentioned as commissioners their accountability is the constituents who vote for them. From the top down, everyone should be held accountable and everyone should have a review whether it be good or bad. That is how we learn and grow. He would like to see this process continue.

Commissioner Pederson commented that he takes pride in keeping things simple. Take care of business and keep it simple. The city manager is doing a great job and we need to keep him happy. He needs to be recognized for the good work he does. When he was mayor last year, he asked the city manager to do a survey because he saw openings in Clermont and Ocala. He was concerned that the city might lose him to another city. He asked him and the human resources department to survey the market. After looking at other cities our size, and competing cities that run their own utilities, it was determined that the salary range was about two twenty five to two fifty. Our city manager at the time was one ninety and the board voted to take him to two ten about a year ago. They then gave everyone a 5% raise last year.

Commissioner Pederson made a motion to increase the city manager's salary by ten thousand dollars to make it two thirty. Without a second, the motion died.

Mayor Burry asked the city manager if he had any comments. **CM Minner** wanted to clarify his salary numbers. He was about one ninety and the commission raised him a couple of pennies, under two twenty and with the five percent increase, that put him at two thirty. They do not need to revisit that. He appreciated Commissioner Pederson's remarks and everyone else's. The most important thing about the evaluation process for the chief executive officer is that everyone feels it was a success. The city manager or the CEO of any company is not like an ordinary employee because they have different responsibilities. Sometimes, goals and accomplishments are very tangible and that is measurable. An example is how much money is left in the bank after a project, and how that project was accomplished. There are some non-tangibles in government, with feelings of accomplishment and things are going right. The non-tangibles are important too. The commission depends on the city manager for two things; to make good judgments and they have to trust that person. Those are very important. As commissioners, if they can agree to that, then the evaluation process is clear. There were comments in some of the evaluations he thought were a bit negative. However, at the end of the day, they are coming off a year where they gave all employees a big raise. They produced a number of things and several projects are all over the place. Yet, there are questions about how he manages department heads and whether they are evaluated or not. He treats the department heads the same way the commission treats him. He does not think one department head would say they do not stand with the city manager. They would not question it for one second. The things they want from a city manager are good judgment, trust, and communication. Whether they believe it or not, he has communicated more with this commission than any other commission over his thirty years of being a city manager. The current commission did not hire him, so if that is not motivation, he does not know what it is. He appreciated the way they had handled it over the last five years, it was the old school method, either you like the city manager or you get rid of the city manager. They should not have to go through a process where, at the end of the day, people are frustrated. Throughout the process, he had three of the five commissioners express frustration, which is

an indication that this process did not work. Commissioner Connell asked for a review to be done and he appreciated that. He disseminated to the commission what was done in the past. It was not trickery, that was how it was done. There have been three meetings where they could have squared away how to do the evaluations in the future and they did not change the process. He likes the old way of doing things. They can either keep him or get rid of him. No one offered to change the process. Tonight was the first time he heard something about changing the process. He heard they may want a consultant to get employee input. Moving forward, they need to solidify that process and he did provide input pursuant to paragraph eleven. That comes freely and he works in good faith, because at the end of the day, he works for the commission's collective decision. If they want to change the process to bring in a consultant to ask employees what they think, he is open to it; but the commission needs to clarify that. They could appoint one commissioner to work with human resources to figure out the process. The commission will need to collectively say that is how they want to review the city manager. He tried not to ramble and he appreciated both positive and negative input. For the most part, some items in the evaluations were factual, but some were not. He appreciated some of the negative comments in the reports. The reviews are public record if anyone is interested in looking at them. There was a negative comment made about it being the city manager's fault that the mall rang up a huge utility bill. He accepted that responsibility, but the buck stops here. The conclusions were not accurate because it was not in the audit and nor was there a special deal made by the city manager without the commission's approval. The commission knows everything he does. He does not want to have any problems with one of the city's biggest employers. Even though that was an issue, he felt he digressed. Everyone has room to grow and even though his self-evaluation was glowing, it did point out one area that he did not do well on, which was public dissemination on electric rates. As of last month, the rate is down. We are almost back to having one of the most competitive electric rates in the state. Right now, we are beating every investor on utilities. Even though we may have fumbled the football, we picked it up, and he appreciated the input. For the future, he advised that they come up with a process so no one feels frustrated. He thanked the commissioners for their input. He took it to heart. On November 13, 2013, the city commission hired him. At that time, he was extremely grateful, excited, and proud to be a part of Leesburg. Almost ten years to the date, he still feels lucky to be the city manager. He is proud to be here and he looks forward to continuing their relationship.

Commissioner Pederson added that the mall issue started with covid. That was before the newer commissioners came in. However, it started with covid and they were under pressure from the federal government to help and assist. **CM Minner** commented that in January of this year Commissioner Connell asked that he send an email with the minutes and correspondence. That was self-explanatory. It is clear on the record. There was some grumbling from staff about how they handled some of the sewer billings, but those errors have been corrected. They will continue to work with the mall. The crux of that issue is that they have started paying back the rears. They are working to give them a better way to bill their sewer usage. Those issues will come before the commission and there will be a formal payback through an agreement. However, barring an agreement, if they start writing checks to the city, he will take those even though there is no formal agreement. No one would give them their check back because they do not have a formal agreement. He is proud of their accomplishments and their relationship. He is honored to be the city manager.

Commissioner Pederson added that during the first four years he was on the commission they did not get bogged down in this stuff. They focused on the big picture. The city manager has taken the city in a great direction over the last ten years. That is how he grades the city manager along with community input. He feels some commissioners are micromanaging the city manager and that needs to stop. He does not support this evaluation process whatsoever. He would like it to go back to the way it was. He does not have time for it and neither does the city manager. He is a take-care of business kind of guy and if someone is frustrated with the city manager, they can do the evaluation.

Commissioner Connell mentioned it is extremely important that every employee, regardless of where they are in the food chain, is evaluated. That is an extremely important process. As far as the mall goes,

he believes that not requiring the mall to pay for a year should have been passed through a resolution and not through emails or telephone conversations. It should have been done by resolution, approved by the commission. The same with the reimbursement or repayment that should be done by resolution. The process for evaluations should be agreed upon tonight because they are extremely important for every employee. He would make a motion to approve a process tonight for a written evaluation where they sit down with the city manager. The city attorney can take their evaluations and do a summary report to bring to the next commission meeting. He would like to see the city hire an agency to get feedback from the employees through an anonymous program. That way, the employees do not have any issues with concern. The agency can put together a summary report for the commission to use in their evaluations because some questions they cannot answer without employee input. **Mayor Burry** added that as a commission they have two responsibilities; they hire the city manager and the city attorney. Are we going to review the city attorney too? If every employee is treated the same, how come we are not doing that? **Commissioner Reisman** inquired what his contract called for. **Mayor Burry** replied that if every employee is required to have a review. Does the city attorney need to be reviewed as well? **Commissioner Connell** stated the city managers contract calls for an annual evaluation to be done in August. **CA Watson** pointed out that he was unsure if his contract called for one. **Commissioner Connell** wanted to know why anyone would be against an evaluation? He does not understand, it is fundamental, no matter where you work, you are evaluated. No one is above an evaluation. **Commissioner Pederson** said the difference here is that some commissioners are happy with him and some are not. **Commissioner Connell** remarked that he could do an evaluation saying the city manager was doing a great job. That was all he had to say, instead of not filling the review out at all. **Commissioner Pederson** replied that he went on the record saying he would fill one out and it would mirror the mayors with all fives and glowing comments. **Commissioner Connell** answered next time he should fill the review out, saying that. It would be helpful. **Mayor Burry** pointed out that the evaluation process needs to be agreed upon by the commission and the city manager per the contract. **Commissioner Connell** stated he thought that was what they were working out tonight. **Mayor Burry** said they have to have a process that both sides agree on. **Commissioner Connell** explained that the process would be to add a consultant company. When they read the questions in the evaluation, there are several questions that cannot be answered accurately without employee input. That is what he is asking for. **Commissioner Berry** wanted to know why they do not just consider questions that relate to the city manager's job. Questions that are more in line with what he does versus generic questions that do not cover half of his responsibilities. Maybe they do not need an outside person if they come up with a better evaluation form. That would be her suggestion. If they need a commissioner to work on this, she would be happy to work with the human resources department. The questions for her were vague and they did not touch on everything the city manager does. **Commissioner Pederson** pointed out that over the first four years of being on the commission, if he had any questions or concerns, he would go to the city manager and talk to him. He went to lunch with him on occasions just to meet with him. They have not always seen eye to eye, but they talk and work it out. He is completely happy with the city manager. He does not support changes. If anyone is unhappy with the city manager, sit down with him. If they want to fire him, come to the commission and make a recommendation. He does not want to go through this process because there are much better ways to spend his time, especially when the city manager is doing a great job. **Commissioner Berry** said she understands, but this was an evaluation they were asked to do. The evaluation asked them to grade him. **Mayor Burry** responded that the city manager's contract says they could make a motion to terminate the city manager. If that motion received a second, they could talk and vote on it. They would have to pay a severance package. **Commissioner Berry** mentioned that was not the discussion. They are questioning the evaluation and we need to determine a process. **CM Minner** commented that Commissioner Connell wants to leave here this evening having a formal process in place. Someone needs to make a motion and someone needs to second the motion. They can talk about it and vote on it. He would not bring in a consultant to poll the employees. He was not opposed to it, if that is what they wanted to do, but if employees are unhappy with the city manager, they will hear more

than scuttlebutt and they will hear more than hearsay. There would be concerns that rise up through the ranks, through department heads, and ultimately that would make it to the commission. Thus far, that has not happened. There is a community in Lake County going through that now and everyone talks about that community. He does not believe we want to be like that community. The city manager is evaluated by the commission twice a month and no other employee goes through that. At any given time, a commissioner on this body could make a motion to fire him. There is no other employee that deals with that twice a month, so that does make his position different. If the commission does not like the form, he and the human resources director could look around and get with the International City Managers Association (ICMA) to gather some forms. The human resource director can provide the commission with those forms. He advised them to not include the city attorney in this process, because if they were to terminate him there could be issues. They do not want to compromise the city attorney's position since he does not represent the city manager, he represents the commission. If there were legal disputes, they would need the city attorney to defend them. They should not put the city attorney in the crosshairs. He suggested keeping the process as written. Moving forward, the human resource director would dig up different evaluation forms and get them out. They can mark the questions they like and he will mark the ones he likes. Ninety days from now, they could come back to approve a new form. They will then send the updated forms out in July and at the first meeting of August they can do the evaluation.

Former Commissioner, **Elsie Dennison** said she was chomping at the bit because they finally got to the point that she wanted to bring up. When she was on the commission, they evaluated the city manager several times and they did not have these kinds of problems. The city manager was evaluated annually. If it was not a good evaluation, they used it as a learning tool. They sat down and discussed why he received that evaluation. It was a learning experience for both of them. As far as bringing in consultants, they always tried to save the city money and they put that money where it would be best used. Bringing in a consulting firm would be a waste of money. They would not get what they want out of it. The city manager works for the commission, and they should evaluate him. If an individual employee has a problem, they need to go through their own department head and that information will feed up. Having a consultant would be a waste of money and time. The problem right now is that they do not have the right questions on the form. They do not understand the questions in the form and that is why there are so many questions. They need to take the concerns about the form to the manager. If the form does not fit, they need to adjust it. The city manager suggested going out to get three or four different evaluation forms from the ICMA and Commissioner Berry hit on that too. That was a great idea. They are getting too dragged down by this. They are in a minutia. They need to correct the form because it does not make sense. They need to come up with a new scale and form that is more in line with the city manager's contract. Right now they are only providing philosophical answers which could be scored at any rate. They need to go step by step and the first thing they need to do is change the evaluation form. She would not advise having a consulting firm. That cost is about one hundred thousand dollars and it would not accomplish what they want to accomplish. **Commissioner Connell** said he is the most conservative commissioner on the commission right now when it comes to spending money. He understands what they are saying, but without the employees having one hundred percent confidence so they can speak truthfully, they would not have accurate feedback. That is why he suggested the possibility of a third-party firm coming in so the commission can get feedback from the employees. They cannot just hand out a random evaluation to the employees with their paychecks because the employees would be candid about the evaluation and the feedback. There would be concerns about someone finding out who said what. That is why he referenced that even though he does not want to spend the extra money.

Jessie Flinn, said she was thankful to the city manager because he helped her out last year. She was also thankful to the commission. She wanted to know if the city did exit evaluations as a way to offset some of this. She does interviews and evaluates employees. She is pro-evaluation because it helps to be a better

leader and boss. However, as employees leave the city, would it be possible to do that and at that time they could say what they did not like? **Commissioner Connell** responded that the city already does exit evaluations.

Mayor Burry stated what he has received from tonight's discussion is that they will have an evaluation in August. They will receive updated forms that will be sent out in July for them to fill out. In the interim, the human resource director and the city manager will get together and provide those forms for their review. Hopefully, after going over the sample evaluations, they can have an effective tool for going through the evaluation process. They all need to agree to that tool, per the contract. They will move forward from there. At this point, without a motion, they will not hire a consulting firm. **Commissioner Connell** wanted to know when this would come back so they can put a policy in place. **Mayor Burry** answered they would have it before August. **CM Minner** pointed out that there is a policy in place and there was no motion made to change the process. That process is listed in paragraph eleven of his contract. During the current review, some commissioners stated they had concerns with the form and Commissioner Connell brought up the concept of hiring a consultant. However, no motion has been made or voted on. At this time, there are no directions to change the process. The consensus is to continue the process as is and to have the human resources department find some other evaluation forms that they will bring back to the commission for approval. They will revisit this in January, where they can put together a form that everyone likes. They can check the questions they like and put together a draft to be presented. He would also provide his input to the human resource director on the forms. **Mayor Burry** asked if everyone was comfortable with that. He asked if anyone had any motions or changes to add. There were none.

7. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

A. None

8. CITY ATTORNEY ITEMS:

CA Watson had no comments to discuss.

9. CITY MANAGER ITEMS:

CM Minner had no further comments.

10. ROLL CALL:

Commissioner Pederson thanked former Commissioner Elise Dennison for speaking. She did a wonderful job being a commissioner. When he saw her, he informed her that there would be a discussion about the city manager's evaluation. He appreciated her providing some of her wisdom.

Commissioner Berry had nothing.

Commissioner Connell had nothing.

Commissioner Reisman asked for an update on the electric notifications. **CM Minner** stated the staff was getting close. They are about a month out. They hoped to have the electronic notifications setup for when the lights go out, residents would receive an email informing them that the city knows the lights are out and it would include an anticipated time for when the lights will come back on. The goal was to have it done by October 1st, but electric is performing some testing to ensure the system works.

Commissioner Reisman thanked the public works director and his team, the housing and redevelopment manager, along with Keep Lake Beautiful. They held a cleanup over the weekend and they removed three thousand nine hundred pounds of debris from four different locations. There were fifty-five volunteers. He gave kudos to everyone involved. He questioned why the Lakefront TV item was pulled from this agenda. **CM Minner** informed them that the Lakefront TV RFP had three respondents: Akers Media, Facci Bella, and Red Apples Media. He wanted to make sure the committee reviewed the price parameters on all three contracts correctly. The price was about a third of the overall weight, so it had a big weigh in. He was not convinced that the committee reviewed them apples to apples on the comparisons. He wanted to verify the different responses, where if we paid one hundred dollars we would get "x" minutes of production. That was an important comparative, and he wanted to make sure the committee did that. He had a conversation with one committee member who thought they did. He was not sure where this would end up, but before it came before the commission, he wanted to make sure everything was reviewed correctly. He had a conversation with Commissioner Reisman and he did not believe that was covered. He wanted to go over them to make sure he was prepped for their questions. The most important thing about the process is that we compare apples to apples. They will get the committee back together and it will be advertised. They will have a discussion on price comparison to make sure they are comparing apples to apples. They will rerank the respondents on price only and do a full report. At that time, whoever has the highest points will receive the award. After that, he will sit down with the purchasing director and the respondent to bang out a contract. There are a couple other line items in the contract that need to be gone through. For example, the commercial aspect of that needs to go away because the framework goes back to the early 2000's when the city first went into the television business. At that time, we got rid of our own and brought in new. We did not fund Lakefront TV to that level. Lakefront TV is owned by the city, it is not Facci Bella. Lakefront TV is the city's product and channel. Anyone who sees the Lakefront TV logo knows that it is the City of Leesburg. The city contracts the management for the station, which is currently Facci Bella, and their contract is up. The city entered into a second contract to extend their contract. However, their contract is up and a bid is required. This is a difficult bid because it is an RFP and we are not building a house or a pipeline. They have to look at more than just the details. He digressed with the commercial aspect of the contract, because ten years ago they did not fund it at the same level they do now. There was a concept of looking at Lake County and other regions to see if we could find other municipal corporations to jump on the bandwagon to help fund this. However, that did not happen and the number one reason was because everyone is connected to TV land through jpeg. That is a statutory order for communication companies. When the state changed the way communication service tax was done, we lost franchise privileges and the communication tax. The communication tax now goes to state shared revenues and we have a piece of fiber that gives access to the web. We can not market that, so the concept is wrong. It took until 2015 for everyone to realize that. They significantly increased the Facci Bella contract because that part of the contract was not needed and it was bumped up to a significant level. They needed to try and market that in order to bring in other dollars and the big change in the contract was about what dollars came in. They created two divisions; one went to the general fund and the other went for equipment needed at Lakefront TV. If they received a contract they would divide it. Since making that modification about five years ago, only one or two folks have come on board.

Dr. Anna Marie Chwastiak, owner and president of Facci Bella Productions, stated the name of her company stands for pretty face. She named it after her black lab. She said they made that decision because it was taking too much time away from focusing on what the city needed with regards to meeting coverage, parades, and content. That was why she agreed to the whole adshare thing even though it went against FCC regulations. They need to focus on what is being produced content wise for the city. She liked what they did with grants coming in from the county, Beacon College or St John's Water Management, where part of it goes to the general fund and the other part goes for Lakefront TV equipment. The equipment is not owned by Facci Bella, it is owned by the city. It helped to build the station out and she was proud of the IT department who works with them. Her production manager handled the installation at no charge to the city. He put the camera system in and the studio inside the closet. It was a good thing but she wanted to emphasize the dollars coming in. The only nightmare situation is if money comes in from St John's Water Management or Beacon College, it requires more production responsibilities and that hurts the current situation. For example, with Beacon College they produce shows for them and that comes from their budget. Whether the city moves forward with Facci Bella or another company, she recommended that when grant dollars come, some be set aside so they can produce content for Beacon College or St John's Water Management. It needs to be a pure grant and not an adshare. Those dollars would be set aside and they could invoice against it. **CM Minner** said he did not mean to cut her off, but they are in the middle of a recruitment process. She would be provided an opportunity to speak with the commission when the contract comes forward. There needs to be equal time for all respondents. However, Ms. Chwastiak started to explain the parameters of the contract. This item was pulled from the agenda to ensure they were comparing price to price and that the contract was up-to-date. They are working within a compressed timeframe because the Facci Bella contract expires mid-December. They wanted to give everyone proper notice. In their attempt to please everyone and make a quick decision, on Friday afternoon he felt, at the staff level, they were skipping things, so he pulled this item. They do not need to do things quickly just to please everyone. That is when mistakes are made. So, for that reason, he pulled it and put it on hold. This will allow more time to review the RFPs and there is an extra week to do so before the next meeting on November 13th. At that time, the commission will have an opportunity to hear from all respondents and the public. Everyone will have equal time to lobby.

Mayor Burry gave kudos on the power cost adjustments. They did not talk about it, but they were looking at a ten-dollar reduction on electric bills. The city is able to do that because we own our own utilities. We have the driving force to make those decisions and it does not have to go up a long chain of command. We are able to adjust to market forces. It is really important for everyone to support the city's ability to have utilities.

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

Commissioner Reisman made a motion to adjourn and Commissioner Connell seconded the motion. The meeting adjourned at 7:06 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: November 13, 2023

From: Aaliyah Davis, (Purchasing Manager), Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Bulldog Sitework, LLC for an amount of \$219,638.89; and providing an effective date.

Staff Recommendation:

Staff recommends award of Invitation for Bid (IFB) 232201- Warehouse Drive Stormwater Improvements to Bulldog Sitework, LLC and approval of the Resolution authorizing execution of the Construction Services Agreement for an amount of \$219,638.89.

Analysis:

This project will fix a stormwater flooding issue along Warehouse Drive and also at the intersection of Warehouse Drive and Flamingo Drive. This project will repair two inlets along Flamingo Drive at the intersection. We will also add two inlets in the middle of Warehouse Drive to help with the road flooding. This project will also add approximately 60 feet of reinforced concrete pipe (RCP) going west on Warehouse Drive to facilitate the PO Boys Ditch Enclosure project.

This project is Phase I of a multi-phase project in reference to Warehouse Drive Stormwater Improvements (Phase I) and Po Boys Ditch Enclosure (Phase II). The Warehouse Drive project must be completed initially to support the additional improvements that will occur in the second phase of improvements to be conducted as the Po Boys Ditch Enclosure project.

Procurement Analysis:

The Procurement Division issued Invitation for Bid 232201 on September 19, 2023. On October 17, 2023, the City received three (3) bid responses. Responses were reviewed and staff deemed Bulldog Sitework, LLC as the Contractor submitting the lowest responsive bid. Summary of Bids are provided:

SUMMARY OF BID RESPONSES

CONTRACTOR TOTAL BID

	<u>AMOUNT</u>
Bulldog	\$219,638.89
Sitework, LLC	
DB	\$239,975.00

Construction
Jumeaux Inc \$298,275.00

Options:

1. Approve award of IFB 232201 and the resolution authorizing execution of the Agreement with Bulldog Sitework, LLC as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds were included in last fiscal year 2023 and will be rolled forward to the current budget to complete this project.

Account No.	014-7099-537-6310
Project No.	140002
WF No.	WF1284263/1
Requisition	55441
Budget	\$219,640.00
Available	\$219,640.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONSTRUCTION SERVICES AGREEMENT WITH BULLDOG SITEWORK,
LLC FOR AN AMOUNT OF \$219,638.89; AND PROVIDING AN EFFECTIVE
DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with BULLDOG SITEWORK, LLC. whose address is 609 HIGHWAY 466, LADY LAKE, FL 32159, for WAREHOUSE DRIVE STORMWATER IMPROVEMENTS (IFB 232201).

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of November 2023.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made as of the 13th day of November in the year 2023, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **BULLDOG SITEWORK, LLC** whose address is 609 Highway 466, Lady Lake, Florida 32159 (hereinafter referred to as the “CONTRACTOR”).

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. CONTRACT DOCUMENTS

The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.

- a. This Agreement; and
- b. Invitation for Bid (IFB) 232201 – Warehouse Drive Stormwater Improvements (Phase 1) Scope of work; and
- c. The Professional Drawings titled Warehouse Drive Stormwater Improvements Enclosure (Phase 1) prepared by Riddle Newman Engineering, Inc dated November 11, 2020; and
- d. Schedule of Contract Items included as Attachment ‘A’; and
- e. Supplemental Conditions included as Attachment ‘B’; and

2. SCOPE OF SERVICES

The CONTRACTOR shall furnish the following services generally described as the “WAREHOUSE DRIVE STORMWATER IMPROVEMENTS (PHASE 1)” to the CITY as listed in Invitation for Bid 232201. Nothing herein shall limit the CITY’S right to obtain bids or proposals for services from other contractors for same or similar work.

3. TOTAL CONSTRUCTION COST

The CONTRACTOR shall perform the Services for a total price not to exceed **\$219,638.89**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

4. LABOR AND MATERIALS

The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY’s representative.

5. **PROFESSIONAL LICENSE**

The CONTRACTOR holds a Certified Underground Utility and Excavation Contractor license number CUC1225579 issued by the State of Florida. The name of the Qualifying Agent is Naiara Petralanda. CONTRACTOR must maintain this license during the full duration of this Agreement.

6. **TERM OF AGREEMENT**

This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

7. **COMMENCEMENT AND COMPLETION**

The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **TWENTY ONE (21)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later **ONE HUNDRED TWENTY (120)** continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

8. **LIQUIDATED DAMAGES**

The CONTRACTOR shall consider all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his need of knowledge of said contingent work as an excuse for delay in his work or for non-performance.

If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, CONTRACTOR shall pay to the CITY liquidated damages in the amount of ONE-HUNDRED TWENTY-FIVE DOLLARS (\$125.00) per calendar day, which CITY is hereby authorized to deduct from the final draw before paying any remaining amount to CONTRACTOR. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the CITY due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the CITY would suffer, and therefore does not constitute a penalty or forfeiture. CONTRACTOR acknowledges that this provision is material to the CITY and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the CONTRACTOR shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

Nothing shall be construed as limiting the right of the CITY to declare the Contract forfeited, or to take over the work, or to claim damages for the failure of the CONTRACTOR to abide by each

and every one of the terms of the Contract Documents. The completion date shall be construed as being the date on which the work is fully accepted by the CITY.

9. **GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT**

Performance and Payment Bonds (Separate bonds), written by a Surety firm satisfactory to the City of Leesburg on forms acceptable to the CITY which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that CONTRACTOR will deliver a complete project under this Contract in strict accordance with the Contract Documents and will, after receiving payment from the CITY, pay promptly all persons supplying him with labor or materials for work.

The Performance and Payment Bonds will be equal to 100% of the Agreement amount for services. The cost of the bonds shall be borne by the CONTRACTOR. The bonds shall be written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

- a. Rating: The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.
- b. Bonding Limit: Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

The completed Bonds will be executed in four (4) counterparts and delivered to the City of Leesburg Procurement Division with the required Power-of-Attorney. The City must receive the Bonds before a Notice to Proceed will be issued.

10. **TERMINATION FOR CONVENIENCE OR CAUSE.**

a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written notice of termination.

b. **For Cause or Default.** If, through any cause, the CONTRACTOR should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY will have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the

CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries

and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

11. FORCE MAJEURE

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence affecting either party that impacts the performance period under this contract, the affected party shall give immediate written notice to the other party to explain the cause and probable duration of any such affect on the performance period.

12. INSURANCE REQUIREMENTS.

a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.

- i All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
- ii The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors' work.
- iii The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- iv The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
- iv The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
- v All liability insurance, except professional liability, shall be written on an occurrence basis.
- vi The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- vii Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.

- i Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
- ii The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
- iii The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- iv The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- v The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- vi The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

- i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.

d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers' liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

13. WAIVER OF LIEN

The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

14. INDEMNIFICATION

This Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06. The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

15. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

16. SEVERABILITY OF ILLEGAL PROVISIONS

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

17. CODES, LAWS, AND REGULATIONS

CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

18. PERMITS, LICENSES, AND FEES

CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses

required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

19. PUBLIC RECORDS RETENTION

CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

20. ACCESS TO RECORDS

The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

21. CONTINGENT FEES PROHIBITED

The CONTRACTOR warrants that he or she 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 Agreement and that he or she 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 Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

22. ACCEPTANCE OF GOODS OR SERVICES

The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) or service(s) is (are) accepted by the CITY

and shall comply with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods or services purchased as a result of this solicitation or Agreement may be tested or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

23. OWNERSHIP OF DOCUMENTS

All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

24. INDEPENDENT CONTRACTOR

The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

25. ASSIGNMENT

Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

27. NOTICES

All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail.

If to CONTRACTOR: Bulldog Sitework, LLC
 Shane Sizemore
 609 Highway 466
 Lady Lake, Florida 32159
 352-267-4664
 bulldogsitework.com

If to City of Leesburg: Aaliyah Davis
 Purchasing Manager
 501 West Meadow Street
 Leesburg, Florida 34748
 Aaliyah.davis@leesburgflorida.gov
 (352) 728-9880

28. GOVERNING LAW

This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

29. JURISDICTION AND VENUE

The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Lake County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Lake County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this

Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

30. APPROVAL OF PERSONNEL

The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

31. DISCLOSURE OF CONFLICT

The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

32. WARRANTY

The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

33. RISK OF LOSS

The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

34. EMPLOYMENT ELIGIBILITY

The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or

subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

35. ILLEGAL ALIEN LABOR

CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is following the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

36. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

37. AUTHORITY TO OBLIGATE

Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

BULLDOG SITEWORK, LLC

By: _____

Printed _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

Attachment 'A'
SCHEDULE OF CONTRACT ITEMS

WAREHOUSE DRIVE STORMWATER IMPROVEMENTS (PHASE I)					
Item No.	Description	Unit	Quantity	Unit Cost	Total Amount
GENERAL REQUIREMENTS					
1	Mobilization & General Conditions	LS	1	\$ 30,193.00	\$ 30,193.00
2	Survey and As-Builts	LS	1	\$ 4,141.15	\$ 4,141.15
3	Maintenance of Traffic	LS	1	\$ 3,670.25	\$ 3,670.25
4	Testing	LS	1	\$ 1,731.25	\$ 1,731.25
5	Performance Bond	LS	1	\$ 5,851.63	\$ 5,851.63
SITE WORK					
6	Demolition of Existing Pavement	LS	1	\$ 18,581.16	\$ 18,581.16
7	Silt Barrier	LF	900	\$ 3.77	\$ 3,393.00
8	Silt Fence Maintenance	LS	1	\$ 554.00	\$ 554.00
9	Sod	SY	2000	\$ 8.31	\$ 16,620.00
ROADWAY					
10	12" Sub-Base	SY	1075	\$ 11.82	\$ 12,706.50
11	10" Limerock	SY	1075	\$ 23.05	\$ 24,778.75
12	1-1/4" S-III Asphalt	SY	1075	\$ 17.59	\$ 18,909.25
13	Concrete Curbing	LF	150	\$ 40.86	\$ 6,129.00
14	Concrete Sidewalk	SF	350	\$ 29.49	\$ 10,321.50
15	Thermoplastic Striping	LS	1	\$ 2,493.00	\$ 2,493.00
16	Signage	LS	1	\$ 484.75	\$ 484.75
STORM					
17	Type "F" Storm Inlet	EA	2	\$ 8,419.42	\$ 16,838.84
18	Type "C" Storm Inlet	EA	1	\$ 4,466.63	\$ 4,466.63
19	Type "5" Storm Inlet	EA	1	\$ 7,692.29	\$ 7,692.29
20	Type "P" Storm Manhole	EA	1	\$ 8,726.89	\$ 8,726.89
21	18" Storm Pipe	LF	35	\$ 89.68	\$ 3,138.80
22	30" Storm Pipe	LF	60	\$ 206.63	\$ 12,397.80
23	15" x 23" Storm Pipe	LF	35	\$ 166.27	\$ 5,819.45
TOTAL BID					\$ 219,638.89

Attachment 'B'
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. DEFINITIONS

The following definitions shall apply. Whenever the following terms (or pronouns in place of them) are used in the Contract Documents, the intent and meaning of such terms shall be interpreted as follows:

- a. **City Project Representative:** There shall be authorized representative(s) of the CITY assigned to make all necessary inspections of the work performed by the CONTRACTOR and for such other purposes as outlined in the Contract Documents.
- b. **City Technical Representative:** There may be a designated Project Representative assigned by the CITY to inspect the technical aspects of the project. To insure the project is being constructed as designed.
- c. **Engineer of Record:** The Engineer of Record designated by the CITY following Contract Execution.
- d. **Engineer:** The design professional (engineer, architect, landscape architect or surveyor) designated by the CITY to serve as the design professional representing the CITY.
- e. **Notice to Proceed (NTP):** The official Notice from the CITY to the CONTRACTOR providing the date work may begin and the date the performance period begins. The NTP date will be mutually agreed to at or following the pre-construction meeting. CONTRACTOR shall sign the acknowledgement section of the NTP and return to the Purchasing Division. The NTP shall become a part of the Contract Documents.
- f. **Subcontractor:** Includes only those having a direct contract with the CONTRACTOR and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.
- g. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.
- h. **Manual(s):** Equipment documentation meant for the end user/consumer of the equipment. CONTRACTOR shall provide all Manuals to the CITY upon substantial completion. Retainage may not be released until the CITY has received all Manuals relevant to the equipment incorporated into the project.
- i. **Surety:** The corporate body which is bound with and for the CONTRACTOR which is primarily liable and which guarantees the faithful performance of the bid and/or agreement.
- j. **Plans, Drawings and/or Sketches:** Graphic representations of the work to be performed or reproductions thereof.
- k. **Specifications:** Broadly defined, the specifications include all data bound together herein or referenced on the plans, including, but not limited to, General Conditions, Technical Specifications, Special Conditions, Geotechnical Investigation, Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.

- l. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion or CITY has taken beneficial use of completed portions.
- m. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- n. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- o. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

2. INSPECTION OF WORK

The Project Representative and his representatives shall, at all times, have access to the work whenever it is in preparation or progress and the CONTRACTOR shall provide proper facilities for such access and for inspection. The work will be conducted under the general direction of the Project Representative of the CITY and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provisions of the specifications without written authorization of the CITY, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the contract.

If the specifications, the Project Representative's instructions, laws, ordinances or any public authority require any work to be specifically tested or approved, the CONTRACTOR shall give the CITY timely notice of its readiness for inspection, and if the inspection is by another authority than the Project Representative, of the date fixed for such inspection. Inspections by the Project Representative will be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the CITY, it shall, if required by the Project Representative, be uncovered for examination at the CONTRACTOR's expense.

Re-examination of questioned work may be ordered by the Project Representative and, if so ordered, the work shall be uncovered by the CONTRACTOR. If such work is found in accordance with the contract documents, the CITY will pay the cost of re-examination and replacement. If

such work is found not in accordance with the contract documents, the CONTRACTOR shall pay such cost.

3. TESTS

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONTRACTOR furnish the source

before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

All field tests for compaction of earthwork and of material incorporated in the sub grade and base will be performed by technicians of a materials testing laboratory approved by the CITY. All tests performed by the laboratory to ascertain that the material, as placed, meets the required specification will be at the expense of the CONTRACTOR and should be included in the bid items as such.

4. TOOLS, PLANT AND EQUIPMENT

If any time before the commencement or during the progress of the work, tools, plant or equipment appears to the Project Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the Project Representative will notify the CITY of such conditions. The Engineer will provide written notification to the CONTRACTOR of CITY's quality and/or schedule concerns. The CONTRACTOR will respond in writing within 5 business days of receiving the CITY's notice and will propose remedial actions to address the quality and/or schedule concerns.

5. COLLECTION AND DISPOSAL OF WASTE

The CONTRACTOR shall collect waste from construction areas and elsewhere; handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly; dispose of material in a lawful manner. The CONTRACTOR shall be responsible for the transportation and disposal costs of all waste construction materials.

6. BURNING OF DEBRIS

For any areas where the burning of debris is permitted, the CONTRACTOR will be required to request a permit therefore, from the fire authority having jurisdiction in the area in due advance time, and if such permission is granted he shall rigidly abide by all provisions and requirements of such permit. In no case will burning be permitted until the fire authorities have adequately checked the size of the pile to be burned, the weather conditions and any other factors which might affect the proper control of the burning operation.

7. TEMPORARY TRAFFIC CONTROL (TTC)

Where construction is located in public right of ways, traveled streets and roads, the CONTRACTOR shall exercise extreme care in seeing that sufficient area is provided and kept open for police, fire, ambulance, mail and private vehicular traffic.

The CONTRACTOR shall ensure that each person supervising the selection, placement and maintenance of Traffic Control Devices in the FDOT Work Zone shall be certified by attending an FDOT approved TTC training course. A copy of these certifications shall be submitted to the CITY of Leesburg upon request.

8. PROTECTION AGAINST POLLUTION

The CONTRACTOR shall comply with all legal regulations pertaining to pollution as are applicable to the site and he shall take all measures necessary to assure that no pollution, temporary or permanent, occurs to any lakes or other water areas as a result of runoff from the areas within which he is working.

This shall include the installation of temporary construction turbidity screens or hay bales along the edge of existing wetlands prior to the start of construction. These areas shall be as shown on the plans.

CONTRACTOR shall maintain the fuel storage area in accordance with local, state and federal regulations. Refueling vehicles and refueling techniques shall also comply with all applicable regulations. Clean-up of the fuel storage area shall be as required by the regulations and in accordance with these regulations.

9. TEMPORARY FENCING AND BARRICADES

The CONTRACTOR shall at his cost erect barricades sufficient to prevent injury to persons or damage to property, including the CONTRACTOR's personal property and materials. The CITY shall not be held responsible for the loss, theft, or vandalism of the CONTRACTOR's equipment or other personal property, including construction materials and supplies. Fences shall be constructed to prevent entry of unauthorized persons; cover trenches and holes when not in use; erect barriers at sharp changes in plane more than four (4) feet high. Should construction operations temporarily obstruct road passage, the CONTRACTOR shall at his cost provide suitable flagmen to control vehicular traffic on the road. Permits to use construction equipment on Florida Department of Transportation Right-of-Way shall be secured by the CONTRACTOR prior to actual beginning of work. The CONTRACTOR shall, at his cost, remove all temporary protection from the work site upon completion of the work.

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

All work will be done in a competent and workmanlike manner. All materials, equipment and supplies furnished by the CONTRACTOR for permanent incorporation in the work shall be new and of quality standards specified. Workmanship shall be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the CITY's intent to obtain a high-quality job that will operate and function with least maintenance costs. The

CONTRACTOR shall, if requested by CITY, furnish satisfactory evidence as to the kind and quality of materials.

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

The CONTRACTOR shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Neither party shall employ or hire any employees of the other party without his consent.

11. GENERAL QUALITY AND STANDARDS

To facilitate rapid examination, detailed specifications concerning basic requirements for labor, materials, equipment and/or incidentals to be used on the project are included under the various divisions in as brief a form as is consistent with clarity. The primary concern of the detailed specifications is for standards of performance expected for the finished work.

When in the detailed specifications reference is made to a particular code or specification, the latest edition of said code or specification shall apply.

The interests of the CITY, the CONTRACTOR and others concerned with the work require the inclusion of certain general governing requirements and standards, as a precaution against contingency and to provide for the conditions under which the construction and the administration of the work will be carried out.

General requirements for the quality of the work, when not otherwise covered in more specific detail in the specifications, will be governed by acceptable standards of the trade.

These specifications consider the project as a whole and assume its completion under a general contract. Further, the scope of subcontracts and the quantities of materials and labor supplied to the CONTRACTOR by others are assumed to be matters governed by agreement between the CONTRACTOR and his Subcontractors and suppliers and not by agreement between the CITY and any Subcontractor or suppliers.

Various sections of the construction specifications are intended to govern only the quality of work and/or materials incidental to the particular branch of work mentioned in the section title. Sections are not intended as itemizations of the work materials to be furnished or to limit or define the scope of any subcontract or agreement to furnish material and labor.

The furnishing of all items of material, labor, equipment and/or incidentals necessary to the completion of the work as a whole will be expected when such items are called for on the drawings by diagram, note or schedule, are listed in the specifications, or are reasonably inferred by either or a combination of both.

During the construction operations under this contract, the CITY may elect to contract other work for the project. The CONTRACTOR shall coordinate his operations with those of any other such CONTRACTORS as well as any work of constructing or adjusting utilities by any other authorities, to the end that the least practical handicap to the work of all such CONTRACTORS or authorities will result.

12. PROJECT COORDINATION

The CONTRACTOR shall coordinate construction operations that are dependent upon each other for proper installation, connection and operation. The CONTRACTOR shall make adequate provisions to accommodate items scheduled for later installation.

The CONTRACTOR shall inspect both the substrate and conditions under which the work is to be performed. The CONTRACTOR shall not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

The CONTRACTOR shall inspect materials or equipment immediately upon delivery and again prior to installation. The CONTRACTOR shall reject damaged and defective items.

The CONTRACTOR shall supervise construction activities to ensure that no part of the construction is subject to deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following: Unprotected storage, Improper shipping and handling, Theft, Vandalism.

13. COORDINATION WITH UTILITY COMPANIES

CONTRACTOR shall coordinate with all utility installations. CONTRACTOR shall notify the appropriate utility companies, in writing, adequately in advance of the time frame set aside for such utility installation. The utility companies referred to herein shall include, but not be limited to, Power, Gas, Telephone, and Cable Television. CONTRACTOR shall coordinate the installation of “sleeves” for the utility companies as may be required.

CONTRACTOR shall supply the CITY with copies of all correspondence notifying the utility companies of his intended schedule of construction and the expected date for their respective utility installations. Written notices shall be sent to the utility companies at sixty (60) days, thirty (30) days and two (2) weeks prior to the time at which the utility installation should begin.

14. SUPERVISION

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

If the CONTRACTOR, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawing or in layout as given by points and instructions, it shall be his duty to immediately inform the Project

Representative, in writing, and the Project Representative will promptly verify the same. Any work done after such discovery, until authorized, will be done at the CONTRACTORS' risk.

15. CONSTRUCTION SUPERINTENDENT

CONTRACTOR shall employ a Construction Superintendent who shall be present on-site or available throughout the duration of the project and shall remain associated with the project until completion unless otherwise requested to be replaced by the CITY. The superintendent shall be experienced in the work required and perform all coordination activities generally conducted by project superintendents including, but not limited to, subcontractor coordination, utility installations, inspections, testing, material deliveries, etc. The superintendent shall be present at the pre-construction meeting and shall remain on the project until completion. The owner reserves the right to request a resume of experience for the superintendent including, but not limited to, requesting references from recent projects. Substitution of superintendents after the start of the work shall be approved by the owner in advance. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The CONTRACTOR must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the CONTRACTOR.

17. SUBCONTRACTS

The CONTRACTOR shall, as soon as practicable after signing the contract, notify the Project Representative in writing of any changes in the names of subcontractors proposed for the work as listed on the bid form. The CONTRACTOR shall not employ subcontractors, unless they are approved by the Project Representative.

The CONTRACTOR agrees that he is as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons, either directly or indirectly, employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractors and the CITY.

18. PRE-CONSTRUCTION MEETING

The CITY shall schedule a meeting after the Notice of Award. The Project Representative, Engineer, and CONTRACTOR shall attend this mandatory meeting. The following items shall be completed:

- a. Submission of list of Subcontractors, Schedule of Values and Progress Schedule.
- b. Designation of Personnel representing the parties in Contract, and the Engineer.
- c. Use of premises by CITY and the CONTRACTOR.
- d. Survey layout and scheduling.
- e. Security and housekeeping procedures.

- f. Requirements for start-up of equipment.
- g. Inspection and acceptance of equipment put into service during construction period.

At least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, Engineer and others as appropriate will be held to finalize the schedules submitted by CONTRACTOR. The finalized progress schedule will be acceptable to Engineer as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Engineer responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereto. The finalized schedule of Shop Drawing submissions will be acceptable to Engineer as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to Engineer as to form and substance.

19. ORDER OF COMPLETION

The CONTRACTOR shall submit at such times as may be requested by the Project Representative, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work with dates on which the CONTRACTOR will start the several parts of the work and estimated dates of completion of the several parts. The CITY retains the right to dictate to the CONTRACTOR the order of completion of the work.

20. MATERIALS AND EQUIPMENT SCHEDULES

As soon as practicable and within ten (10) days after the date of award of contract and before any material or equipment is purchased, the CONTRACTOR will submit to the CITY for approval a complete list, in triplicate, of materials to be incorporated in the work and samples of each listed material. The list shall include catalog numbers, cuts, diagrams; drawings and such other descriptive data as may be required. No consideration will be given to partial lists submitted from time to time. Approval of materials will be based on manufacturers' published ratings. Any materials listed that are not in accordance with the specification requirements may be rejected.

When one or more manufacturer's items are specified, it shall be understood that the item(s) so specified are hereby approved as to suitability and no substitutions will be permitted unless followed by such qualifying phrases as equal "approval equal" or "as approved" in which case the approval of the CITY for items not specified shall be obtained before they may be used.

21. CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

Should CONTRACTOR be unable to determine from the Contract Documents the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of Work is described differently at more than one place in the Contract Documents; the CONTRACTOR shall request that the Architect/Engineer (AE), or CITY Representative, make an interpretation of the requirements of the Contract Documents to resolve such matters. CONTRACTOR shall comply with procedures specified herein to make Requests for Interpretation (RFIs).

- a. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the CITY.
 - i. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.

- ii. Each RFI shall be given a discrete, consecutive number.
 - iii. Each page of the RFI and each attachment to the RFI shall bear the CITY's project name, project number, date, RFI number and a descriptive title.
 - iv. CONTRACTOR shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from CONTRACTOR to CITY for fees charged by A/E, A/E consultants and other design professionals engaged by the CITY.
- b. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by CONTRACTOR. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the CONTRACTOR.
 - i. CONTRACTOR shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
 - ii. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the CONTRACTOR'S responsibility.
 - iii. CONTRACTOR shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.
- c. Requested Information: CONTRACTOR shall carefully study the Contract Documents to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.
 - i. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the CONTRACTOR shall furnish all information required for the A/E or CITY's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the CONTRACTOR shall proceed.
 - ii. If information included with this type RFI by the CONTRACTOR is insufficient, the RFI will be returned unanswered.
- d. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
 - i. Approval of submittals
 - ii. Approval of substitutions
 - iii. Changes that entail change in Contract Time and Contract Sum
 - iv. Different methods of performing Work than those indicated in the Contract Drawings and Specifications
- e. Disputed Requirements: In the event the CONTRACTOR believes that a clarification by the CITY's A/E, or Representative, results in additional cost or time, CONTRACTOR shall comply with the method for requesting a Change Order.

- f. RFI Log: CONTRACTOR shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONTRACTOR shall furnish copies of the log showing all outstanding RFIs.
- g. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONTRACTOR and within five (5) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the five-calendar day response period.

22. SUBMITTAL REQUIREMENTS OF CONTRACTOR

After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to Engineer for review in accordance with the accepted schedule of Shop Drawing submissions, or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.

CONTRACTOR shall also submit to Engineer for review with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

At the time of each submission, CONTRACTOR shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Engineer for review of each such variation.

Engineer will review with reasonable promptness Shop Drawings and samples, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by Engineer, and shall return the required number of corrected

copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

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

Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Engineer's review of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

23. CHANGES IN THE WORK

Any Change in the Work will be documented in writing and approved by the CITY in writing. Changes that increase the cost of the work may need to be approved by CITY Commission depending on the dollar value of the increase change order. No work may be performed prior to the change being approved by CITY.

The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price, shall be delivered in writing to the CITY and the Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Engineer if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. The Engineer(s) decision shall be final and binding. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- a. where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved, or ii. by mutual acceptance of a lump sum, or
- b. on the basis of the cost of the work plus a CONTRACTOR's fee for overhead and profit.

24. DETAIL DRAWINGS AND INSTRUCTIONS

The CITY will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

25. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the CITY are the property of the CITY. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the CITY, at the request of the CITY upon the completion of the work.

26. SURVEYS, PERMITS AND REGULATIONS

The CITY will furnish horizontal and vertical control necessary to layout the work in an orderly and workmanlike manner.

Horizontal Control furnished by the CITY shall consist of adequately marked property corners or offset corners, with dimensions as shown on the drawings. Vertical Control will consist of benchmarks established within the immediate area of the work.

It shall be the responsibility of the CONTRACTOR to furnish all construction layout of the work, including, but not limited to, layout and elevations for the construction and final grade of the site.

The CONTRACTOR shall maintain and preserve all stakes and marks established by the CITY and should such stakes or marks be carelessly or willfully destroyed or damaged by the CONTRACTOR, said stakes or marks shall be replaced by the CITY at the expense of the CONTRACTOR.

The CONTRACTOR will set the horizontal and vertical control only at the beginning of the job as specified above. Interim staking during the job and all staking and layout work not furnished by the CITY as specified above shall be the responsibility of the CONTRACTOR.

The CITY will furnish all personnel and equipment and materials to make such surveys as are necessary to determine the quantities of work performed.

The CITY will furnish environmental permits unless otherwise specified. The CONTRACTOR shall obtain any and all required permits from all appropriate government agencies.

Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the drawings and specifications are at variance therewith, he shall promptly notify the CITY in writing and any necessary changes shall be adjusted as provided in the contract for changes in the

work. If the CONTRACTOR performs work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the CITY, he shall bear all cost arising there from.

27. ROYALTIES AND PATENTS

There may be a design, device, material or process included in these plans and specifications which may be covered by letters, patent or copyright. Prior to use of any design, device, material or process, or its incorporation into the construction, the CONTRACTOR shall secure indemnity from his subcontractors or material suppliers that will protect and save harmless the CITY from all loss on account thereof.

The CONTRACTOR shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the CITY harmless from loss on account thereof, except that the CITY shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the CITY.

28. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all his work from damage and shall protect the CITY's property from injury or loss arising in connection with this contract. The CONTRACTOR shall at all times protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the CONTRACTOR. Damage or interruption to service resulting from failure to do so shall be repaired or restored by or at the expense of the CONTRACTOR except such as may be directly due to errors in the contract documents or caused by the agents or employees of the CITY.

29. DEDUCTIONS FOR UNCORRECTED WORK

If the Project Representative deems it inexpedient to correct work injured or done, not in accordance with the contract, an equitable deduction from the contract price will be made therefore.

30. DELAYS AND EXTENSION OF TIME

If the CONTRACTOR be delayed at any time, in the progress of the work by an act of neglect of the CITY or of his employees, or by any other CONTRACTOR employed by the CITY or by Changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CONTRACTOR's control, or by delay authorized by the Project Representative, or by any cause which the Project Representative may decide to justify the delay, then the time of completion will be extended for any such reasonable time as the Project Representative may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claims be reasonable.

31. CORRECTION OF WORK BEFORE FINAL PAYMENTS

The CONTRACTOR shall promptly remove from the premises all materials condemned by the Project Representative as failing to conform to the contract, whether incorporated in the work or not, and the CONTRACTOR shall promptly replace and re-execute his own work in accordance with the contract and without expense to the CITY and shall bear the expense of making good all work of other CONTRACTORS destroyed or damaged by such removal or replacement.

If the CONTRACTOR does not correct such condemned work and material within a reasonable time fixed by written notice, the CITY may correct it at the expense of the CONTRACTOR. If the CONTRACTOR does not pay the expense of such correction within three (3) days thereafter, the CITY may, upon three (3) days written notice, deduct all the cost and expenses that should have been borne by the CONTRACTOR.

32. THE CITY'S RIGHT TO DO WORK

If the CONTRACTOR should neglect to prosecute the work properly or fail to perform any provision of this contract, the CITY after three (3) days written notice to the CONTRACTOR, may, without prejudice to any other remedy he may have, make good such deficiencies at the CONTRACTOR's expense.

33. SUSPENSION OF WORK

The CITY may at any time suspend the work or any part thereof by giving five (5) days' notice to the CONTRACTOR in writing. The work shall be resumed by the CONTRACTOR within ten (10) days after the date fixed in a written notice to resume work from the

CITY to the CONTRACTOR. The CITY will reimburse the CONTRACTOR for expense incurred by the CONTRACTOR in connection with the work under this contract as a result of such suspension unless the suspension was recommended to the CITY by the Project Representative to enforce the contract or for any violation of the contract.

34. REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the CONTRACTOR, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY, failing which, the CITY will have the right to remove such equipment and supplies at the expense of the CONTRACTOR.

35. USE OF COMPLETED PORTIONS

Use by CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which CITY, Engineer and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by CITY without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

- a. CITY at any time may request CONTRACTOR in writing to permit CITY to use any such part of the Work which CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to CITY and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify CITY and Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify CITY and CONTRACTOR in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Substantial Completion will apply with respect to certification of that part of the Work and the division of responsibility in respect thereof and access thereto.
- b. CITY may at any time request CONTRACTOR in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to CITY and Engineer that such part of the Work is not ready for separate operation by CITY, Engineer will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONTRACTOR together, with a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.
- c. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

36. PROMPT PAYMENT

It is the policy of the CITY that payment for all purchases by the CITY shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.

37. APPLICATION FOR PAYMENT

The CONTRACTOR shall submit to the CITY, at least 20 days before the date established for each progress payment (but not more often than once a month), an Application for Payment filled out and signed by CONTRACTOR covering the work completed as of the date of the Application. Upon review and approval by the CITY and Engineer (if applicable).

The retained percentage (retainage) amount with respect to the progress payments shall initially be 5% unless stated otherwise in the Construction Services Agreement. Retainage amounts and retainage process shall be governed by Florida Statute 255.078 – Public Construction Retainage.

CONTRACTOR shall, before any draw is issued, provide a sworn statement to CITY attesting that all services, materials and labor, furnished to the project to the date of the draw request have been paid for in full, or listing the amounts due for such services, materials and labor, and if any amounts are listed as being due, the CITY shall have the right to pay those amounts directly to the persons to whom they are due, with the balance of the draw amount to be paid to CONTRACTOR, and if the draw is insufficient to pay the amounts then due for services, materials and labor, the CITY shall pay those to whom such amounts are due on a pro rata basis until the draw is exhausted, and any remaining amounts due others shall be paid first out the next draw due.

The CITY shall not be required to issue progress payments pursuant to the draw schedule until the CITY has verified, by on-site inspection, that construction has in fact progressed to the stage at which a draw is required and that the work done and materials furnished are in compliance with the Contract Documents, and all applicable technical codes. The final draw due upon “completion” shall not be payable until the CITY, its Project Representative or Engineer of Record has determined the work has been completed in accordance with the Contract Documents and a Certificate of Completion has been issued by the CITY.

38. PAYMENTS WITHHELD

The CITY may withhold or, on account of subsequently discovered evidence, recover the whole or part of any payment to such an extent as may be necessary to protect the CITY from loss on account of—

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the CONTRACTOR to make payments properly to subcontractors or for materials or labor.
- d. The Project Representative's opinion that the contract cannot be completed for the balance then unpaid.
- e. Damage to another CONTRACTOR.
- f. Failure to maintain adequate progress. vii. Damage to the building resulting from the negligence of the CONTRACTOR.

When the above grounds are removed, payment will be made for amounts withheld because of them.

39. FINAL PAYMENT APPLICATION

Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:

- a. Completion of Project closeout requirements.
- b. Completion of items specified for completion after Substantial Completion.
- c. Assurance that unsettled claims will be settled.
- d. Transmittal of required project construction records to CITY.
- e. Final Clean Up as outlined in these General Conditions

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

After CONTRACTOR has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to the provisions under Waiver of Claims), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by CITY, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY or CITY's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to CITY to indemnify CITY against any Lien.

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation--all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to CITY for payment. Thereupon Engineer will give written notice to CITY and CONTRACTOR that the Work is acceptable subject to the provisions found under "Waiver of Claims". Otherwise, Engineer will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by CITY to CONTRACTOR.

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if Engineer so confirms, CITY shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

40. CONTRACTOR'S CONTINUING OBLIGATION

CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by CITY, nor any act of acceptance by CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by Engineer, nor any correction of defective Work by CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided under Waiver of Claims)

41. DAMAGES

Any claim for damage arising under a resulting Agreement shall be made in writing to the party liable within ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

42. EQUIPMENT STARTUP

Equipment startup shall be in accordance of the manufacturer's recommendations, and as required to demonstrate performance to the Engineer and CITY in accordance with the specifications. The CONTRACTOR shall provide 30-days' notice to the Engineer and CITY of the date on which all equipment and systems will be ready for startup. The startup date shall be arranged as required by the CITY's operational schedule with consideration of the schedule needs of the Engineer and CONTRACTOR.

43. COMPLETION OF WORK

The CONTRACTOR shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the CITY, it's Project Representative or Engineer of Record, all work has been completed in general accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the CITY to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the

CONTRACTOR. The date of contract completion shall be the same date at which the CONTRACTOR is considered substantially complete by the Engineer.

44. ACCEPTANCE OF FINISHED WORK

The CITY shall make final acceptance inspection of the Project covered by this Contract when the Project is completed and finished in all respects in accordance with the Contract Documents. CONTRACTOR shall furnish to the Engineer or CITY Representative a complete set of As-Built drawings. These drawings shall be prepared by a licensed Surveyor in the State of Florida and shall be submitted to the Engineer within five (5) days following the completion of the work.

45. FINAL CLEAN UP

The CONTRACTOR shall complete all cleaning operations before requesting final inspection.

The CONTRACTOR shall, as directed by the Project Representative, remove from the CITY's property and from all public and private property, at his own expense, all temporary structures, rubbish, and waste materials resulting from his operation.

The CONTRACTOR shall remove temporary protection and facilities installed for protection of the work during construction.

The CONTRACTOR shall comply with all regulations of authorities having jurisdiction and safety standards for cleaning. The CONTRACTOR shall not burn waste materials. The CONTRACTOR will not discharge volatile, harmful or dangerous materials into drainage systems. The CONTRACTOR will remove all waste materials from the site and dispose of in a lawful manner. Materials of value remaining after completion of associated work will become the owner's property. The CONTRACTOR will arrange for the disposition of these materials as directed by the CITY.

The CONTRACTOR shall rake the grounds that are neither paved nor planted to a smooth, even textured surface.

46. TREES

It shall be the responsibility of the CONTRACTOR to protect all trees within the limits of the work and as designated by the Project Representative.

47. GUARANTY

CONTRACTOR warrants and guarantees to CITY that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in the paragraph in this section labeled 'Inspections, Correction, Removal of Defective Work'.

All equipment, materials and installation and workmanship furnished by the CONTRACTOR under the terms of the Contract, shall be guaranteed by the CONTRACTOR against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure,

under normal operation for a period of two (2) years or as otherwise specified in the Technical Specifications and after the date of acceptance thereof by the CITY, and each item of equipment or materials and installation proving to be defective within the specified period of guaranty shall be replaced, without cost to the CITY, by the CONTRACTOR or by the Surety. The period of guaranty of such replacement shall be from and after the date of final acceptance of the Project by the CITY, provided however, that where any item or equipment or material comes with a manufacturer's warranty of two (2) years or longer, that warranty shall take precedence over the warranty of CONTRACTOR hereunder.

48. INDEMNITY

The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and defend, indemnify, and save harmless the CITY and Engineer or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY and Engineer or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR's duties under the Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants or subcontractors.

Provided, however, if this Contract is deemed, by a court of competent jurisdiction, to be a construction contract for the purposes of Section 725.06, Florida Statutes, any obligation of the CONTRACTOR to defend, indemnify or hold harmless an CITY and Engineer shall be limited to an obligation to indemnify and hold harmless the CITY and Engineer, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Contract.

49. ASSIGNMENT

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any moneys due, or to become due to him hereunder, without the previous written consent of the Project Representative.

50. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the CITY's forces, or by the other CONTRACTORs, is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Project Representative, to secure the completion of the various portions of the work in general harmony.

51. SEPARATE CONTRACTS

The CITY reserves the right to let other contracts in connection with this work. The CONTRACTOR shall afford other CONTRACTORs reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

If any part of the CONTRACTOR's work depends, for proper execution or results upon the work of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the Project Representative any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other CONTRACTOR's work as fit and proper for the reception of his work, except as to defects which may develop in the other CONTRACTOR's work after the execution of the work.

To insure the proper execution of his subsequent work, the CONTRACTOR shall measure work already in place and shall at once report to the Project Representative any discrepancy between the executed work and the drawings.

52. LANDS FOR WORK

The CITY will provide the lands upon which the work under this contract is to be done, except that the CONTRACTOR shall provide land required for the erection of temporary construction facilities and storage of his material, together with right of access to same.

53. ACCESS TO RECORDS

The CITY, the Florida Department of State, or any of their duly authorized representatives shall have access to any books, documents, papers or any other records prepared by the CONTRACTOR that are directly pertinent to the work produced under this Agreement for making audit, examination, excerpts and transcription. Such records will be maintained for five (5) years after the completion of the work and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period.

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in quadruplicate by the CITY and the CONTRACTOR. The Contract Documents comprise the entire agreement between CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will 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, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY,

CONTRACTOR or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer; however, CONTRACTOR shall not be liable to CITY or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

55. CONTRACTOR'S UNDERSTANDING

CONTRACTOR has visited the site, has called for utility locates and has familiarized itself with the local conditions under which the work is to be performed, both underground and above ground and both on and off premises and has correlated these observations with the requirements of the proposed contract documents; all as considered necessary or pertinent to the work, and any failure to thus make all such prior investigations and studies shall in no way act as a waiver of any of the terms of the contract. No verbal agreement or conversation with any officer, agent or employee of the CITY, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained

56. FAMILIARITY WITH LAWS

The CONTRACTOR is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from responsibility.

57. SALES TAX

The CONTRACTOR is required to pay Florida sales and use taxes on all materials purchased for this project unless otherwise specified in the document. All Florida sales and use taxes will be included in the submitted bid price(s).

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

It is the duty of the CONTRACTOR to notify the Engineer, in writing, in the event of any doubt or question as to the true meaning of any provision in the Contract Documents. The Engineer's decision thereon shall be final. Annotated dimensions on drawings shall govern and work not dimensioned shall be as clarified by the Engineer. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to such recognized standard.

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer may

determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONTRACTOR shall notify CITY in accordance with the Agreement.

Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims in respect of changes in the Contract Price or Contract Time will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph, which Engineer will render writing within a reasonable time. Written notice of each such claim, dispute and other matters will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within sixty days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim.

When functioning as interpreter and judge under this Article, Engineer will not show partiality to CITY or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant this Article with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as permitted by the Agreement.) will be a condition precedent to any exercise by CITY or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither Engineer's authority to act nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Article.

Engineer will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer

will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

60. SAFETY AND PRECAUTION

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- a. all employees on the Work and other persons and organizations who may be affected thereby;
- b. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and iii. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph caused, directly or in this Article directly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to CITY and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to CITY.

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

Engineer prompt written notice that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

61. RECORD DOCUMENTS

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, reviewed Shop Drawings, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all reviewed samples and a counterpart of all reviewed Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents or as-builts, samples and Shop Drawings will be delivered to Engineer for CITY. Upon delivery of such documents to Engineer, the CONTRACTOR shall provide a written certification, signed and dated, that all documents accurately and completely reflect all deviations from or changes in the original Contract Documents made during construction of the project.

Record documents shall be up-to-date and available for review by the resident project representative prior to each application for progress payment. Payment will not be made for construction of items not shown on the record documents.

These requirements also supplement those of Item 66. Not less than two percent (2%) of the contract price shall be retained until correct record drawings, specifications, addenda, modifications and shop drawings are delivered to and reviewed by the Engineer.

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site are based on information and data furnished to CITY or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

- a. CITY and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
- b. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

The word facility as used in this subsection titled "Utilities" includes any pipe conveying gases or liquids and appurtenances attached thereto; cables, conduits, wires, ducts and appurtenances; poles and appurtenances; any of which may be buried below grade or installed at or above grade level. A facility excludes irrigation pipes, service connections and traffic signal wiring. A service connection is a pipe (excluding irrigation pipes), cable, wire, duct or conduit that is intended to connect a facility with a user. The word Utility as used in this subsection titled "Utilities" refers

to the entity having legal owner-ship of the facility, service connection, irrigation pipe, or traffic signal wiring.

The Engineer has endeavored to determine the existence of underground facilities at the site of the work from the records of the utilities with known facilities in the vicinity of the work. The position of these facilities as derived from such records is shown on the plans. Service connections, irrigation pipes, and traffic signal wiring may not be shown on the plans. The CONTRACTOR shall make his own investigations, including exploratory excavations and contact with Utilities, to determine the exact locations and type of existing facilities, service connections, irrigation pipes, and traffic signal wiring prior to commencing work in the area and shall be responsible for any damage thereto.

Damage, injury, or loss resulting in whole or in part from the CONTRACTOR's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts or omissions of the CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable.

With respect to underground facilities, no claim for a change in the contract price may be allowed unless the CONTRACTOR discovers an underground facility which is not indicated or referred to in the Contract Documents or which is in a position differing materially and significantly from that indicated or referred to in the Contract Documents. If such discovery is made, the CONTRACTOR shall promptly notify in writing the CITY, Engineer and the Utility. The CITY may make changes in the alignment and grade of the work.

At no additional cost to the CITY, the CONTRACTOR shall replace, remove, relocate, protect, or temporarily maintain a facility which is not in a position differing materially and significantly from that indicated or referred to in the Contract Documents. At no additional cost to the CITY, the CONTRACTOR shall adjust the top elevation of all valve boxes and manholes to match the finish grade or pavement surface and shall replace, remove, relocate, protect, or temporarily maintain all service connections, irrigation pipes, and traffic signal wiring. The work on the facility, service connection, irrigation pipe or traffic signal wiring shall be done in a manner satisfactory to the Utility, it being understood that the Utility has the option of doing such work with his own forces, or permitting the work to be done by the CONTRACTOR.

63. PHYSICAL CONDITIONS

- a. Exploration and Reports: Reference is made in the Special Conditions to those reports of exploration and tests of subsurface conditions at the site that have been utilized by Engineer in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
- b. Unforeseen Conditions: CONTRACTOR shall promptly notify CITY and Engineer in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. Engineer will promptly review those conditions and advise CITY in writing if further investigation or tests are necessary.

Promptly thereafter, CITY shall obtain the necessary additional investigations and tests and furnish copies to Engineer and CONTRACTOR. If Engineer finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

Engineer will, within ten days after receipt of each Application for Payment, to either indicate in writing a recommendation of payment and present the Application to CITY, or return the Application to CONTRACTOR indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

Ten (10) days after presentation of the Application for Payment with Engineer's recommendation, the amount recommended will become due and when due will be paid by CITY to CONTRACTOR.

Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to CITY, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment Engineer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by CITY or CITY to withhold payment to CONTRACTOR.

Engineer's recommendation of final payment will constitute an additional representation by Engineer to CITY that the conditions precedent to CONTRACTOR's being entitled to final payment have been fulfilled.

Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to CITY. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously recommended; to such extent as may be necessary in Engineer's opinion to protect CITY from loss.

CITY may refuse to make payment of the full amount recommended by Engineer because claims have been made against CITY on account of CONTRACTOR's performance or furnishing of the

Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, but CITY must give CONTRACTOR immediate written notice (with a copy to Engineer) stating the reasons for such action.

65. SUBSTANTIAL COMPLETION

When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify CITY and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, CONTRACTOR and Engineer shall inspect the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to CITY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. CITY shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to CITY notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of CITY's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to CITY and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from CITY. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to CITY and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless CITY and CONTRACTOR agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendations will be binding on CITY and CONTRACTOR until final payment.

CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but CITY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

Engineer and Engineer's representatives, other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

CONTRACTOR shall give Engineer timely notice of readiness of the Work for all required inspections or tests.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with CITY's or Engineer's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by CITY (unless otherwise specified). All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to CITY and CONTRACTOR (or by Engineer if so specified).

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given Engineer timely notice of CONTRACTOR's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by Engineer nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at CONTRACTOR's expense.

If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, CONTRACTOR, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Special Conditions. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Special Conditions.

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this

right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

If required by Engineer, CONTRACTOR shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

67. ACCEPTANCE OF DEFECTIVE WORK; CORRECTION OF DEFECTIVE WORK BY THE CITY

If, instead of requiring correction or removal and replacement of defective Work, CITY (and, prior to Engineer's recommendation of final payment) prefers to accept it, CITY may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to CITY's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to CITY.

If CONTRACTOR fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, CITY may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees such access to the site as may be necessary to enable CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of CITY in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any

delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

68. ARBITRATION

Before bringing any action in any court of competent jurisdiction pertaining to any claim, dispute or other matter in question arising out of or relating to the Contract Documents or the breach thereof, in an amount less than \$25,000, except for claims which have been waived by the making and acceptance of final payment, the claimant/objector (Party A) shall first offer to arbitrate the question(s) with the other party to the contract (Party B) by notifying him in writing and setting forth in such notice the question(s) to be arbitrated.

Party B can select to arbitrate or not. If Party B agrees to arbitrate he shall so advise Party A in writing within ten days after receipt of Party A's notice. Notice by Party B that he does not wish to arbitrate or failure of Party B to notify Party A within the ten-day period will give Party A the right to institute a court action.

If Party B agrees to arbitrate, the arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association except as modified herein. In such event, the agreement to arbitrate shall be specifically enforceable under the provisions of the Florida Arbitration Code, S682, Fla. Stat., as it may be from time to time amended. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

If Party B agrees to arbitrate, then Party A shall file its notice of demand for arbitration in writing with Party B and with the American Arbitration Association, and a copy shall be filed with the Engineer. Notice of demand for arbitration shall be served on the parties referred to herein no later than thirty days from the date Party B agrees to arbitrate the issues in question.

Failure to serve the notice of demand for arbitration shall constitute a waiver and abandonment of the claims for which arbitration is sought. Notice of demand for arbitration shall in no event be made on any claim, dispute or other matter in questions which would be barred by the applicable statute of limitations.

If the dollar amount of the claim exceeds \$25,000, arbitration may only be utilized if both Party A and party B agree to arbitrate.

The CONTRACTOR shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

The Florida Rules of Civil Procedure pertaining to discovery shall apply to both parties during arbitration, and, at the CITY's sole option, any and all arbitration arising out of or relating to any of the Contract Documents or any breach thereof shall include by consolidation, joinder, or joint filing any additional person or entity not a party to this Agreement to the extent necessary for the final resolution of the matter in controversy.

At least one of the members of the arbitration panel must be an attorney licensed to practice law in the State of Florida.

The surety shall be bound by the arbitration award to the same extent as the CONTRACTOR is bound.

The arbitration panel shall submit a written opinion with findings of fact and conclusions of law stating the basis for the decision made, and including an award of arbitration that may be confirmed by a court of competent jurisdiction.

Unless CITY agrees to the contrary, the location of any and all arbitration proceedings shall be in Lake County, Florida.

[End of Supplemental Conditions.]

SCOPE OF SERVICES

The overall goal of Warehouse Drive Stormwater Improvements project is to realign piping that currently goes under an existing commercial building. The project involves the installation of associated storm water piping, manholes, inlets, and curbing based on engineered drawings by Riddle Newman Engineering. This project also will require Warehouse Drive to have a new grade for storm water flow as per plans. This project also requires Warehouse Drive to be asphalted from Flamingo Drive as shown in design plans.

Access to commercial property and Warehouse Drive will remain open during construction. The Contractor shall install erosion and sedimentation control BMPs at the onset of construction in accordance with the site-specific erosion control plan.

During construction, the Contractor must make provisions for normal conveyance of stormwater runoff within drainage system. Rainfall events shall not flood surrounding properties due to construction blocking the drainage system.

A. Work

Contractor shall perform all work in accordance with the construction plans and specifications. Contractor shall furnish all materials, equipment, tools, labor and supervision necessary to complete the installation of all pipe, manholes, inlets, curbing, and asphalt and any other material as per design plans. The Contractor is responsible for all construction activities, including maintenance of traffic permitting, coordination and meeting with City staff, inspection and tests, temporary signage, and barricades.

Construction waste including, but not limited to, debris, vegetation and dirt shall be removed from the construction site by Contractor.

B. Erosion and Sedimentation Control

Erosion and sedimentation control shall comply with Florida Department of Environmental Protection (FDEP) and City requirements. The Contractor will inspect and repair erosion and sedimentation control BMPs once per week and after every 0.5-inch rain event throughout construction. The Contractor is responsible for obtaining a National Pollutant Discharge Elimination System (NPDES) permit from the FDEP. The Contractor is responsible for maintenance and adjustments to the erosion and sedimentation control plan based on site specific conditions, phase of construction, etc. to ensure compliance with the NPDES permit.

C. Utility Coordination

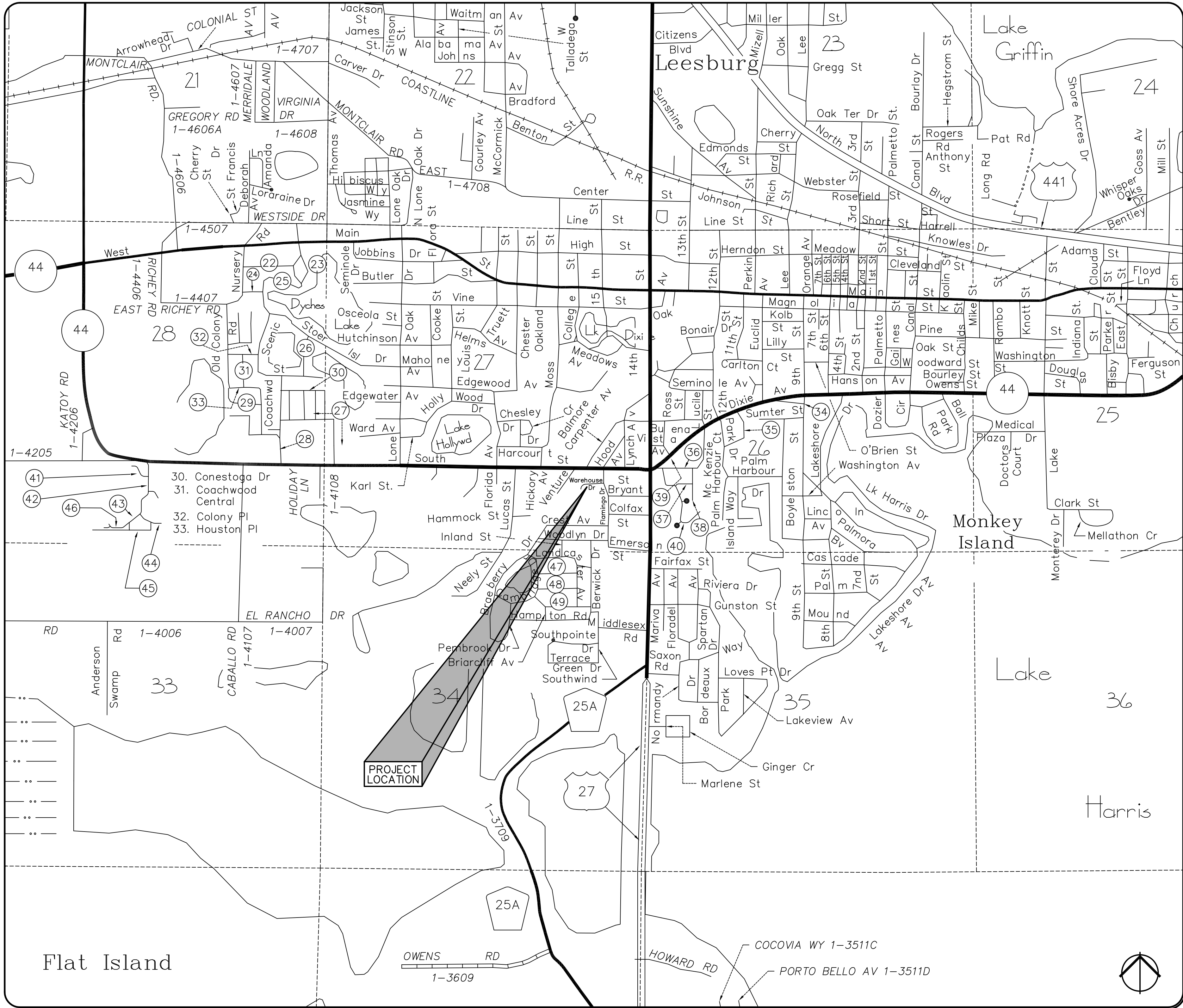
The Contractor shall coordinate will all utilities that may be impacted by the Project, including but not limited to, sanitary, water, cable TV, telephone, gas, and electrical.

D. As-Built Drawings

Contractor shall survey as-built elevations of new stormwater structures and grading changes within the Project limits. A copy of the as-built drawings, signed and sealed by a professional surveyor and mapper licensed in the State of Florida, shall be provided by the Contractor.

WAREHOUSE DRIVE STORMWATER IMPROVEMENTS

CITY OF LEESBURG, FLORIDA



GENERAL NOTES

1. BOUNDARY AND TOPOGRAPHICAL INFORMATION SHOWN ARE PER DRAWINGS PREPARED BY SOUTHEASTERN SURVEYING, DATED 6/11/2020.
2. CONTRACTOR SHALL VERIFY ALL ELEVATIONS PRIOR TO CONSTRUCTION AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ENGINEER OR ARCHITECT.
3. CONTRACTOR SHALL LOCATE AND MAINTAIN IN GOOD WORKING ORDER ALL ABOVE GROUND AND BELOW GROUND UTILITIES. CONTRACTOR SHALL COORDINATE THE RELOCATION OR ALTERATION OF EXISTING UTILITIES AS MAY BE REQUIRED.
4. ALL ON-SITE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LEESBURG, LAKE COUNTY PUBLIC SERVICES, FLORIDA BUILDING CODE, AND ALL OTHER APPLICABLE CODES.
5. ALL DISTURBED OPEN AREAS SHALL BE SODDED OR SEEDED AND MULCHED IMMEDIATELY FOLLOWING COMPLETION OF THE CONSTRUCTION. CONTRACTOR SHALL RESTORE ALL AREAS TO A CONDITION AS GOOD, OR BETTER THAN FOUND.
6. CONTRACTOR SHALL SUPPLY THE ENGINEER WITH "AS-BUILT" CONDITIONS OF ACTUAL CONSTRUCTION.
7. CONSTRUCTION SURVEYING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE SPECIFIED.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF TRAFFIC (MOT) THROUGHOUT DURATION OF WORK. CONTRACTOR SHALL SUBMIT HIS MOT PLAN TO THE CITY PRIOR TO CONSTRUCTION FOR REVIEW AND APPROVAL.

SHEET INDEX

C1.1	COVER SHEET
C1.2	STORMWATER POLLUTION PREVENTION PLAN
C2.1	DEMOLITION PLAN
C3.1	PLAN & PROFILE – WAREHOUSE DRIVE
C3.2	PLAN & PROFILE – FLAMINGO DRIVE
C4.1	DETAILS

OWNER

***City of Leesburg Public Works Dept.
550 South 14th Street
Leesburg, Florida 34748
Phone (352) 435-9440***

ENGINEER

Keith E. Riddle, P.E.
Riddle - Newman Engineering, Inc.
115 North Canal Street
Leesburg, Florida 34748
Phone (352) 787-7482
Fax (352) 787-7412

SURVEYOR

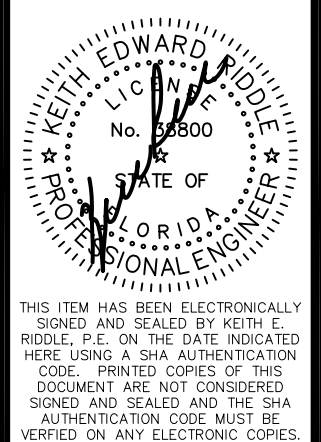
James M. Dunn II, PSM
Southeastern Surveying
6500 All American Boulevard
Orlando, Florida 32810
Phone (407) 292-8580

RIDDLE
NEWMAN
ENGINEERING INC.

ESTABLISHED 1961

RIDDLE - NEWMAN ENGINEERING, INC.
115 NORTH CANAL STREET
LEESBURG, FLORIDA 34748
PHONE (352) 787-7482
FAX (352) 787-7412
keith@rnm.com
CA# 00002893

REV #1	ADDED SWPPP & STORM STRUCTURE NUMBERS	11/17/2020
REV #2		
REV #3		
REV #4		
REV #5		



DRAWN: R.S.H.
CHECKED: K.E.R.
SCALE: 1"=1,000'
DATE: 9/16/2020
PROJECT NO: 96002-262

COVER SHEET

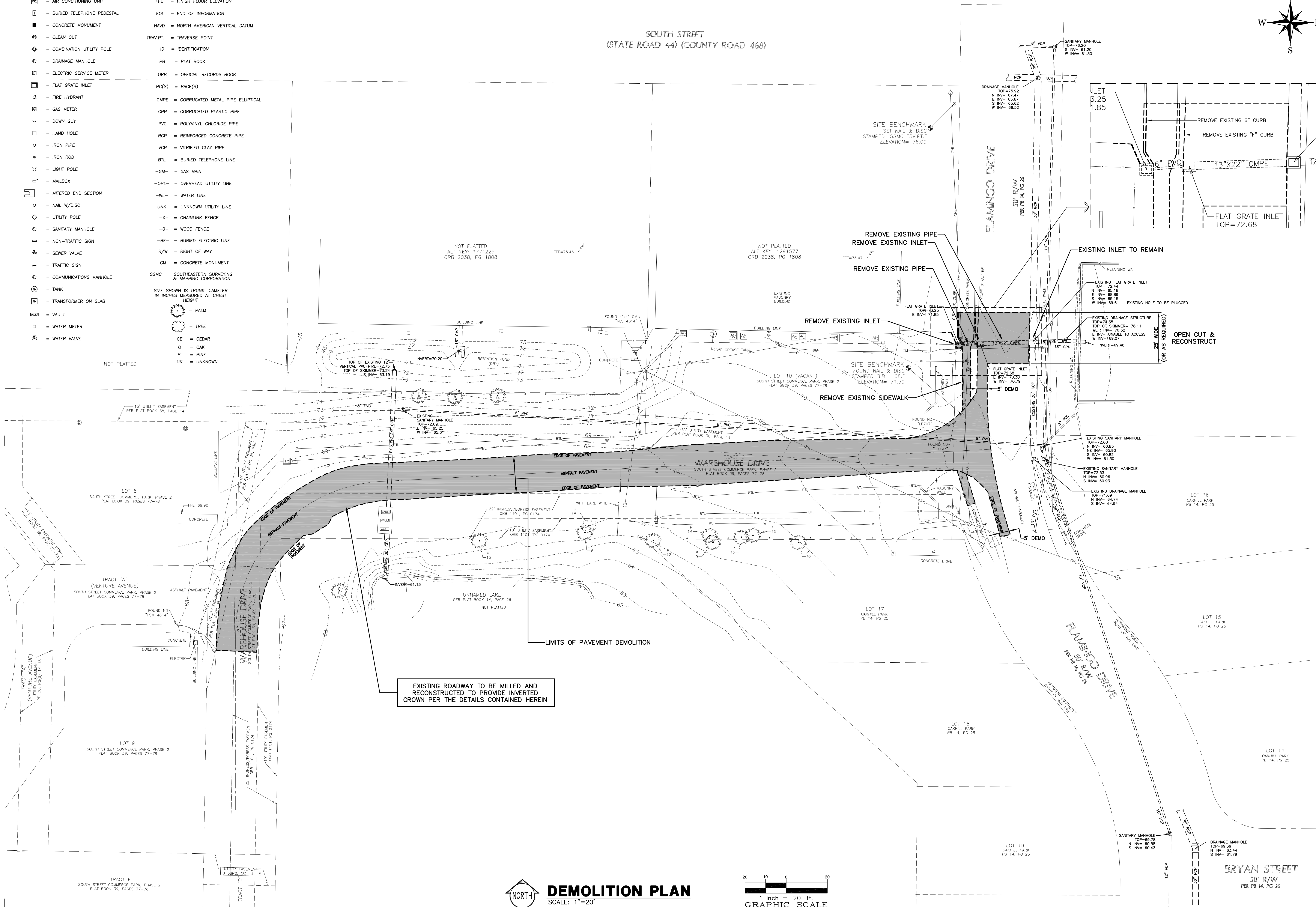
WAREHOUSE DRIVE STORMWATER IMPROVEMENTS
 CITY OF LEESBURG FLORIDA

SHEET NO.	
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C1.1

	= AIR CONDITIONING UNIT	FFE	= FINISH FLOOR ELEVATION
	= BURIED TELEPHONE PEDESTAL	EOI	= END OF INFORMATION
	= CONCRETE MONUMENT	N.A.V.D.	= NORTH AMERICAN VERTICAL DATUM
	= CLEAN OUT	TRAV.PT.	= TRAVERSE POINT
	= COMBINATION UTILITY POLE	ID	= IDENTIFICATION
	= DRAINAGE MANHOLE	PB	= PLAT BOOK
	= ELECTRIC SERVICE METER	ORB	= OFFICIAL RECORDS BOOK
	= FLAT GRATE INLET	Pg(S)	= PAGE(S)
	= FIRE HYDRANT	CMPE	= CORRUGATED METAL PIPE ELLIPTICAL
	= GAS METER	CPP	= CORRUGATED PLASTIC PIPE
	= DOWN GUY	PVC	= POLYVINYL CHLORIDE PIPE
	= HAND HOLE	RCP	= REINFORCED CONCRETE PIPE
	= IRON PIPE	VCP	= VITRIFIED CLAY PIPE
	= IRON ROD	-BTL-	= BURIED TELEPHONE LINE
	= LIGHT POLE	-GM-	= GAS MAIN
	= MAILBOX	-OHL-	= OVERHEAD UTILITY LINE
	= MITERED END SECTION	-WL-	= WATER LINE
	= NAIL W/ DISC	-UNK-	= UNKNOWN UTILITY LINE
	= UTILITY POLE	-X-	= CHAINLINK FENCE
	= SANITARY MANHOLE	-O-	= WOOD FENCE
	= NON-TRAFFIC SIGN	-BE-	= BURIED ELECTRIC LINE
	= SEWER VALVE	R/W	= RIGHT OF WAY
	= TRAFFIC SIGN	CM	= CONCRETE MONUMENT
	= COMMUNICATIONS MANHOLE	SSMC	= SOUTHEASTERN SURVEYING & MAPPING CORPORATION
	= TANK	SIZE SHOWN IS TRUNK DIAMETER IN INCHES MEASURED AT CHEST HEIGHT	
	= TRANSFORMER ON SLAB		= PALM
	= VAULT		= TREE
	= WATER METER	CE	= CEDAR
	= WATER VALVE	O	= OAK
		PI	= PINE
		UK	= UNKNOWN

NOT PLATTED



RIDDLE - NEWMAN ENGINEERING, INC.
115 NORTH CANAL STREET
LEESBURG, FLORIDA 34748
PHONE (352) 787-7482
FAX (352) 787-7412
keith@riddlenewman.com
CA# 00002883



**RIDDLE
NEWMAN
ENGINEERING INC.**

ESTABLISHED 1961

REV #5
REV #4
REV #3
REV #2
REV #1

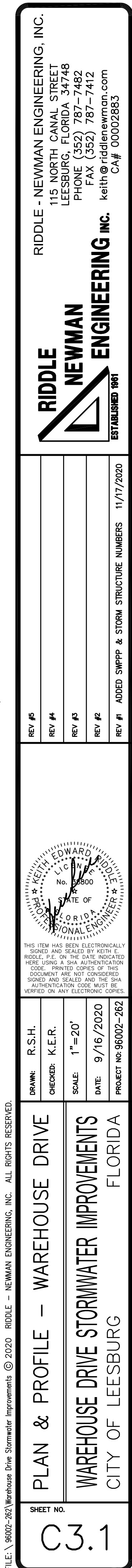
OWN:	R.S.H.
CKED:	K.E.R.
ALE:	1"=20'
TE:	9/16/2020
ECT NO:	05002 252

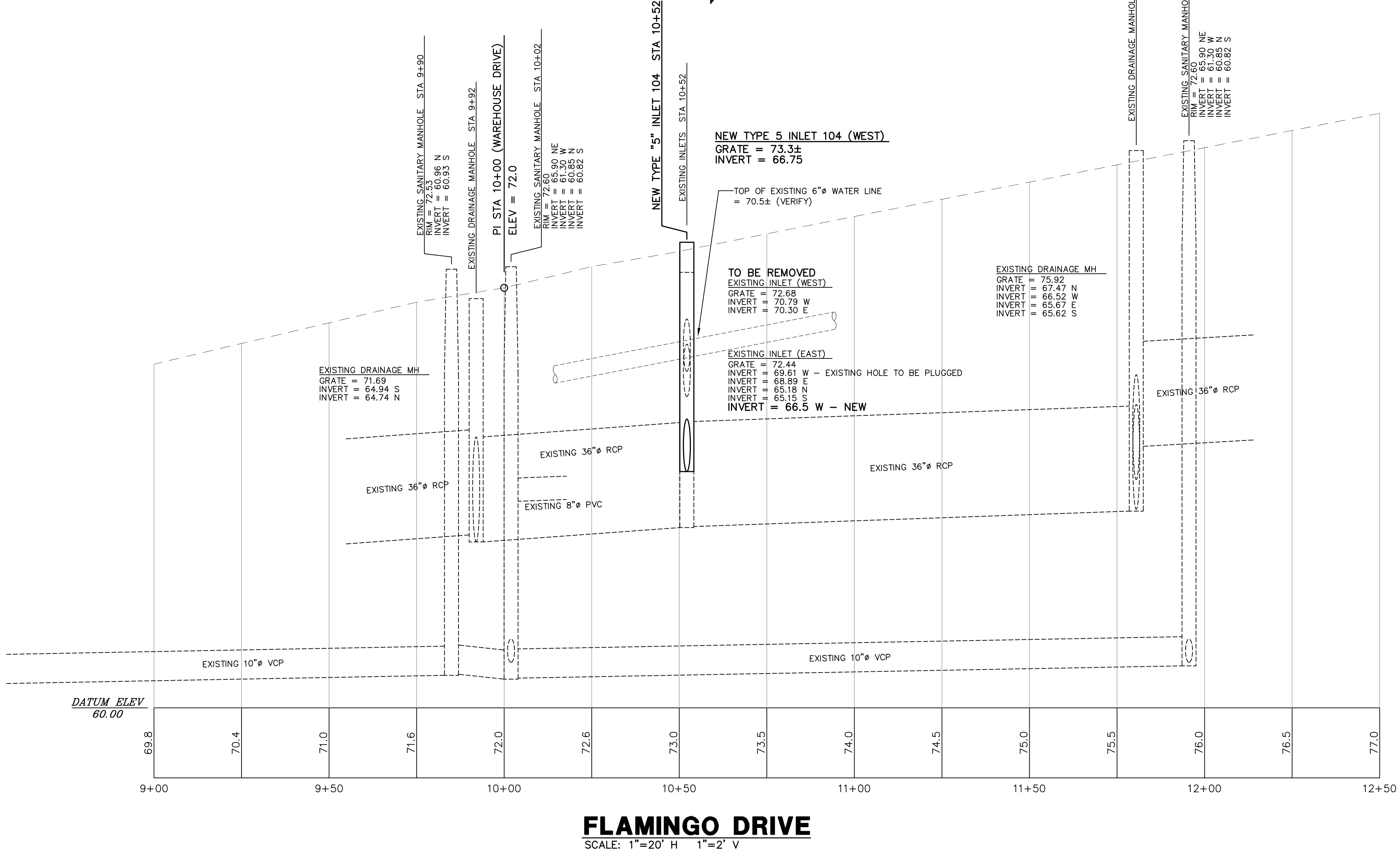
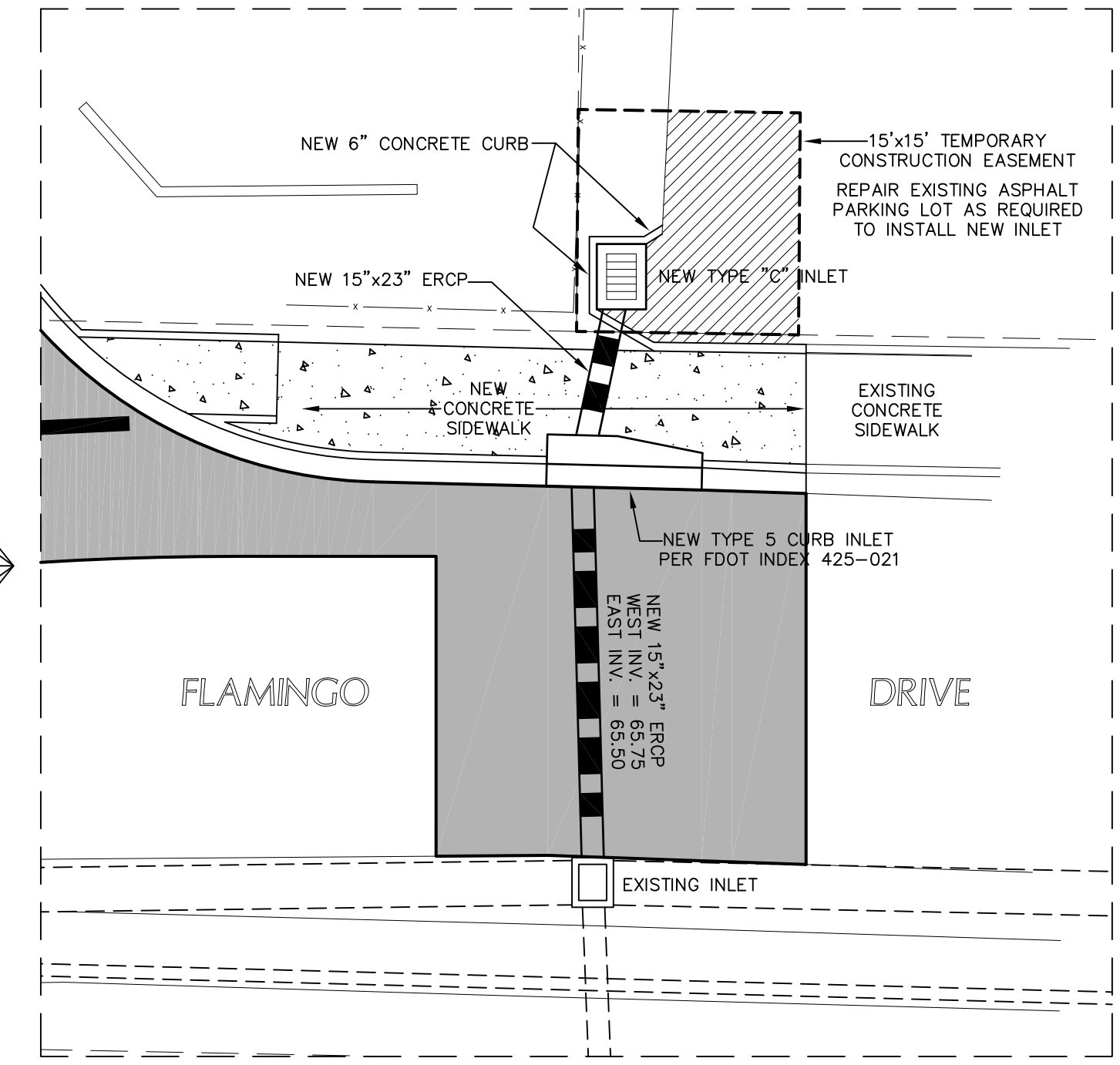
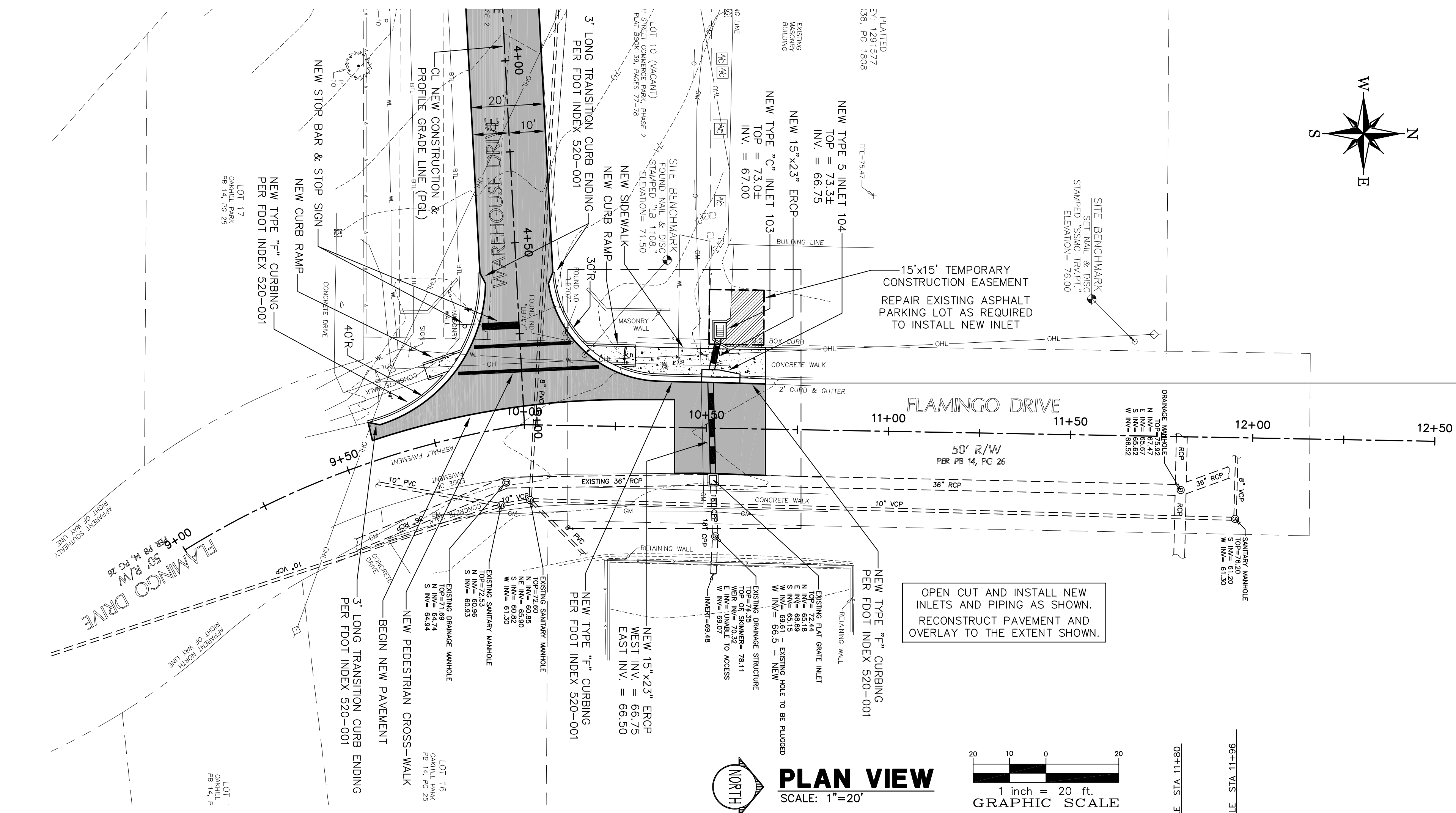
PROJECT: 98002-262 Warehouse Drive Stormwater Improvements © 2020 RIDDLE — NEWMAN ENGINEERING, INC. ALL RIGHTS RESERVED.

SHEET NO. C2.1

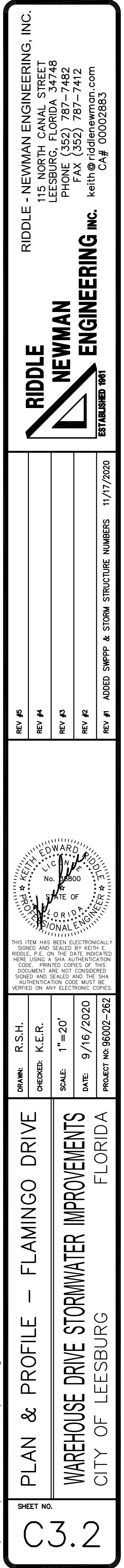
DEMOLITION PLAN

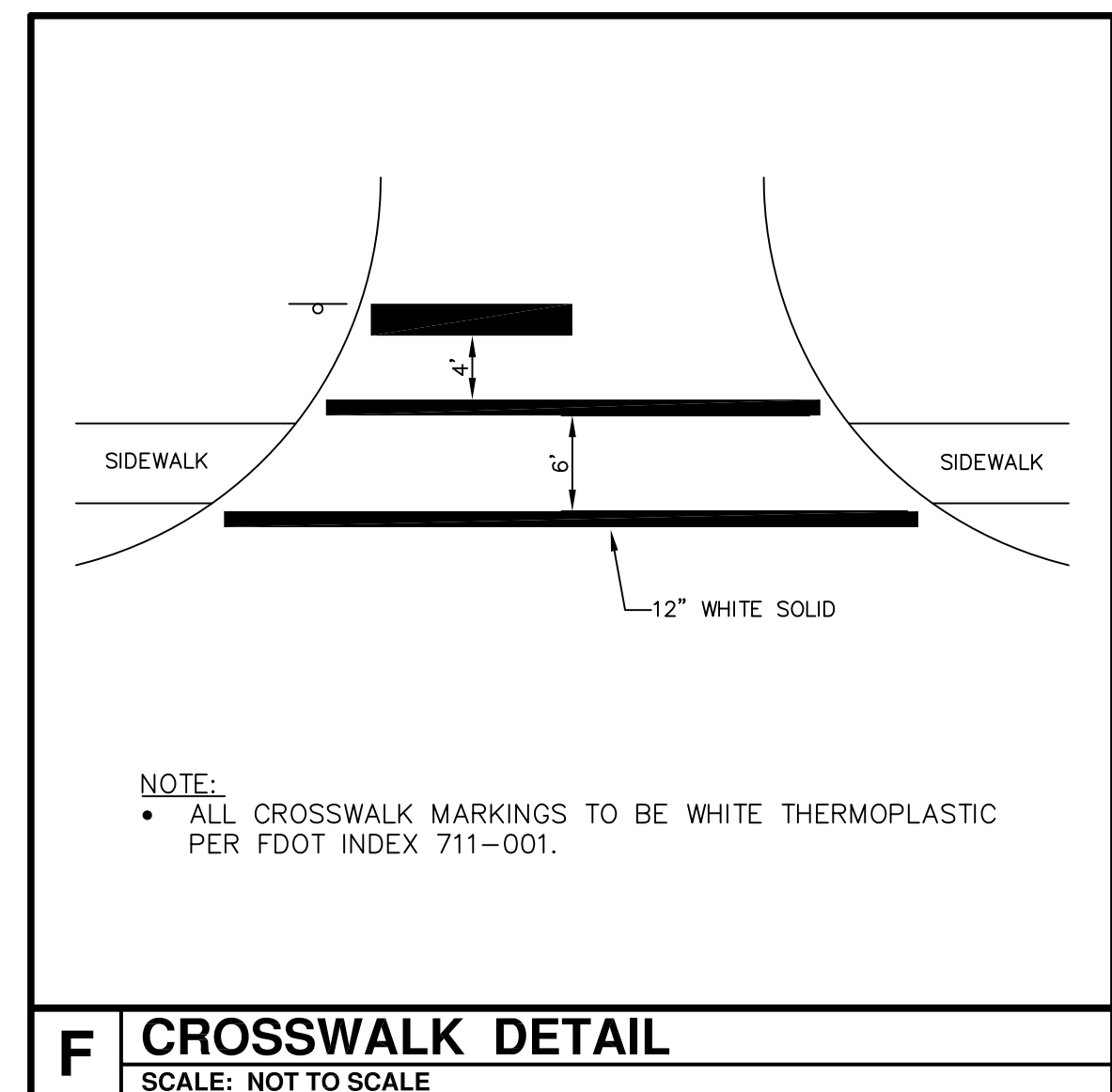
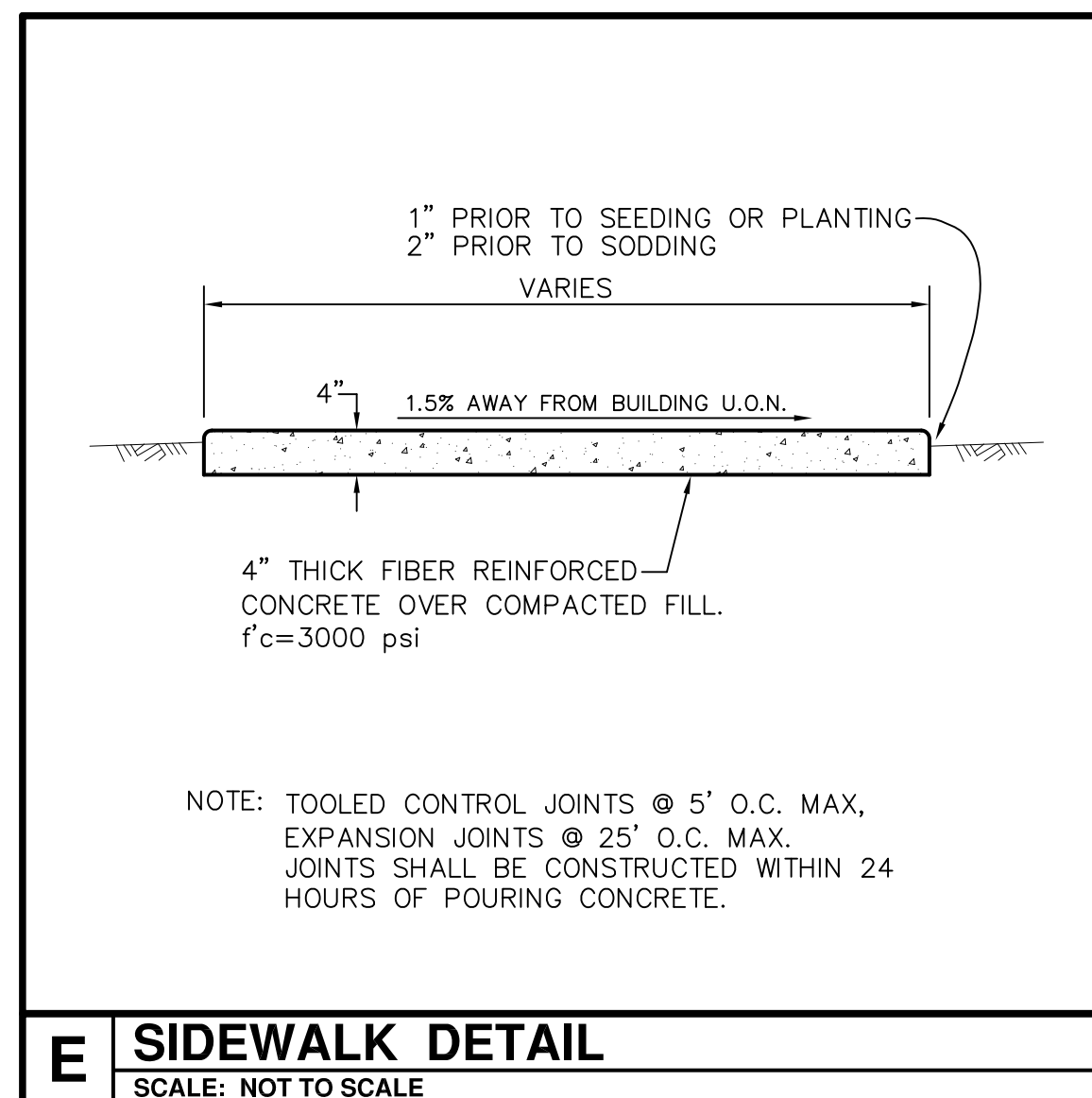
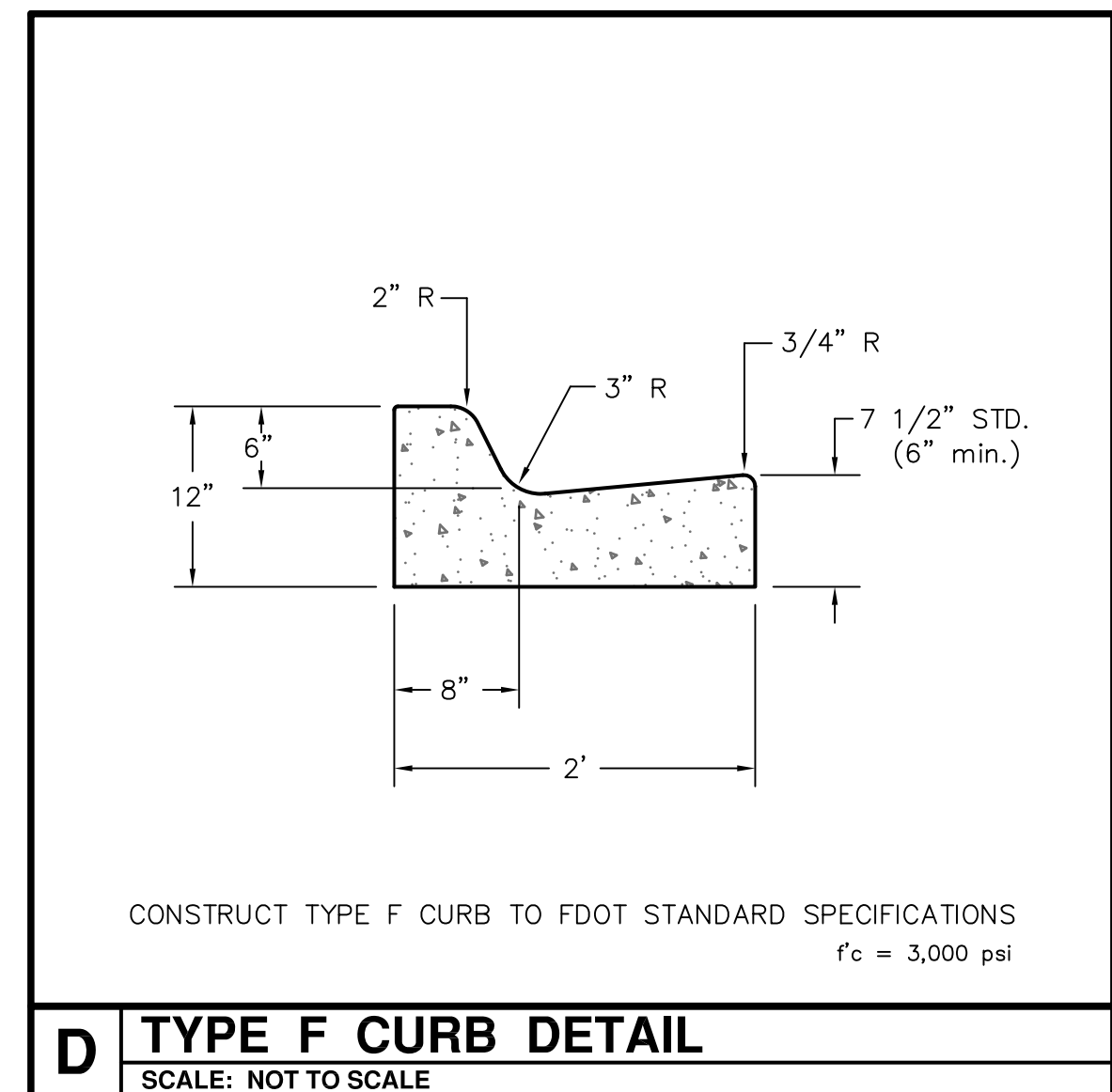
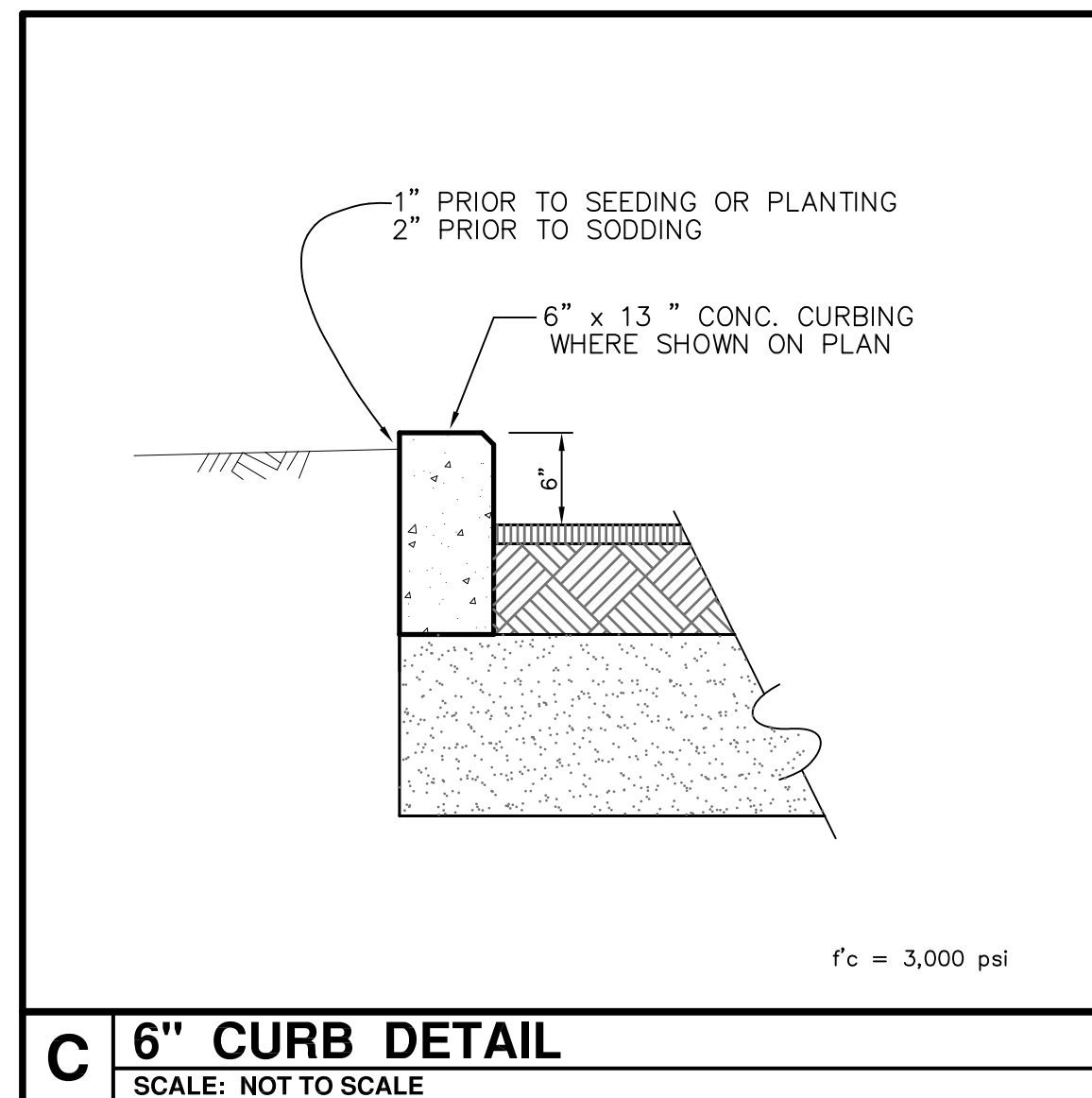
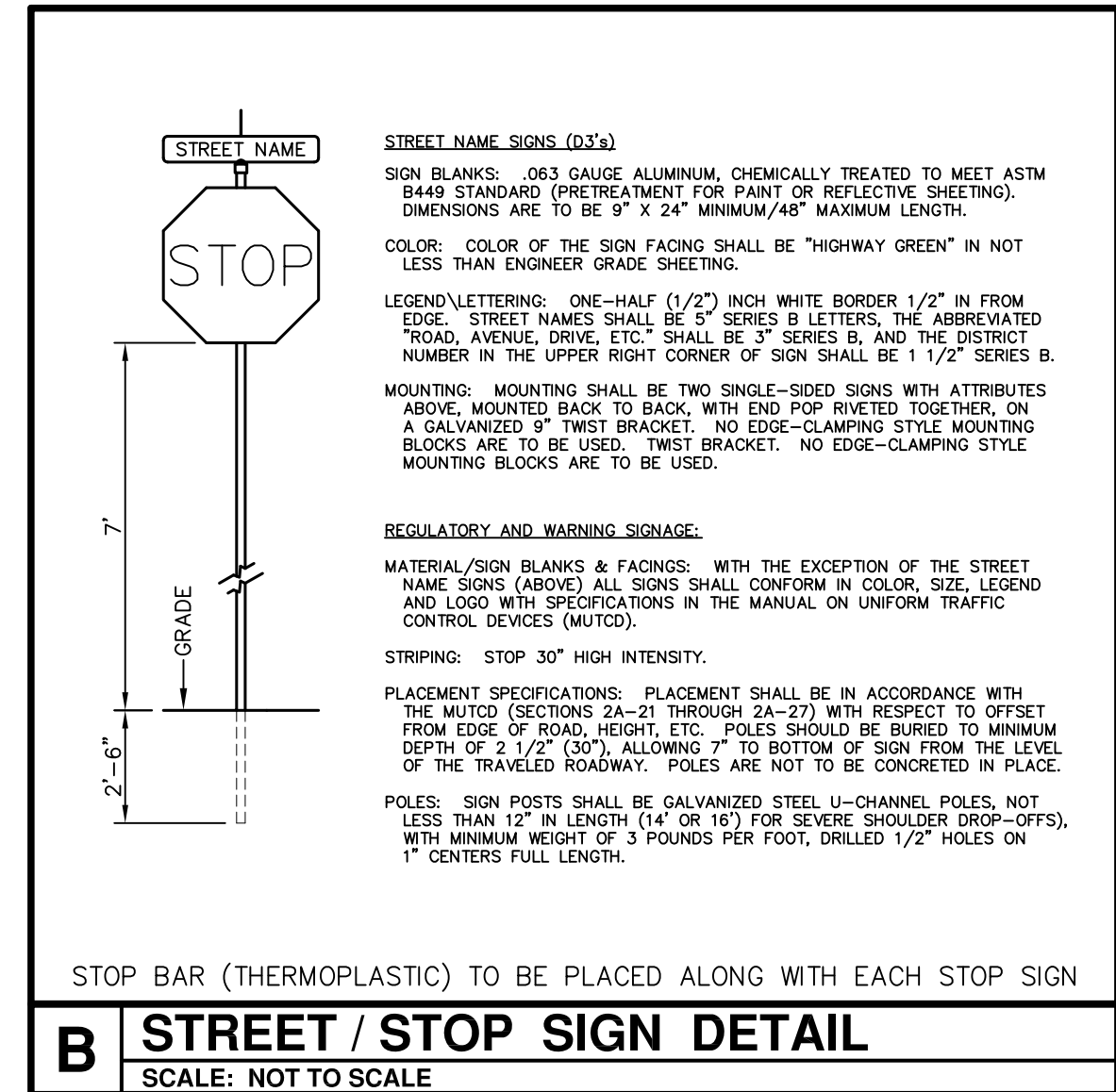
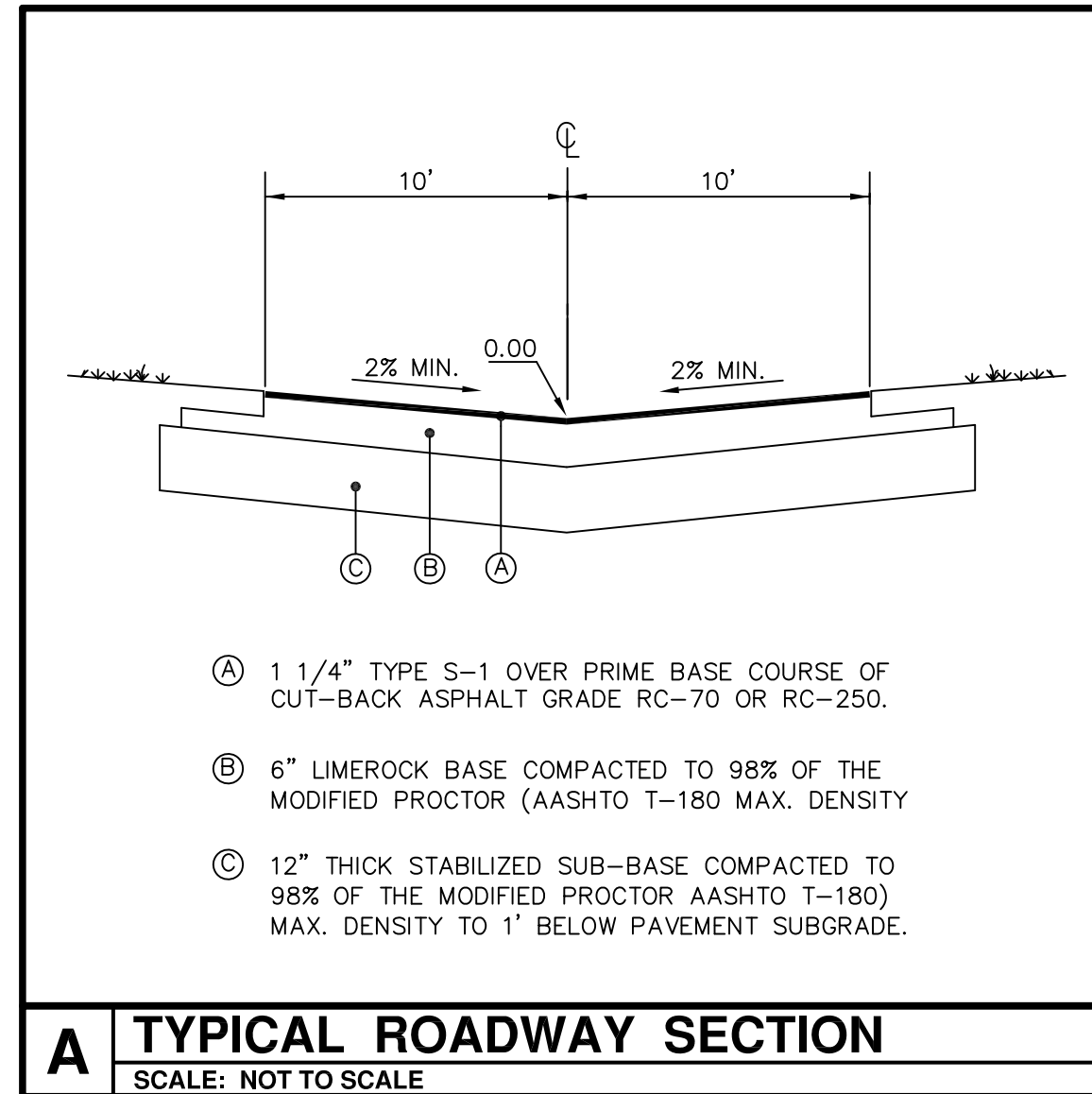
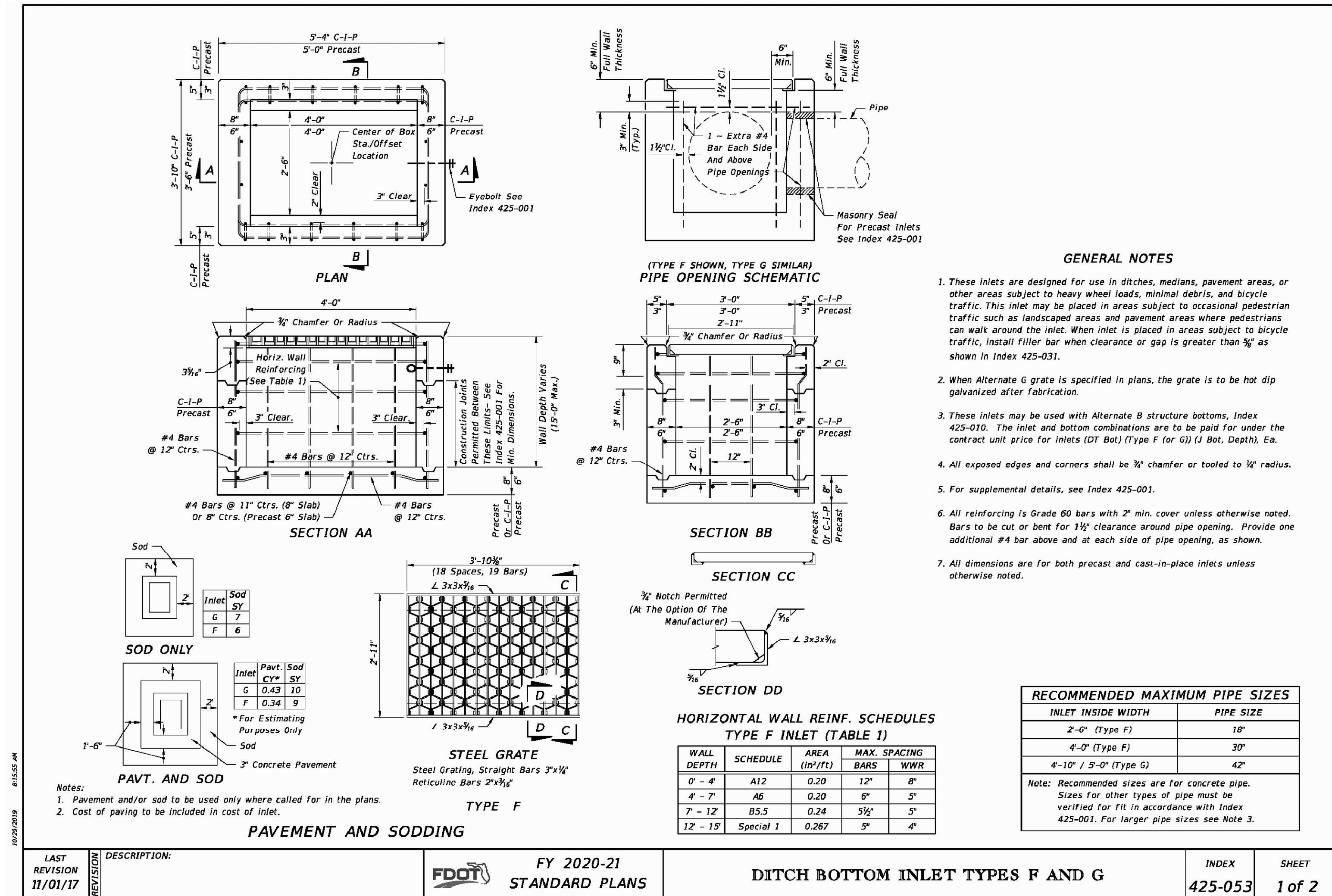
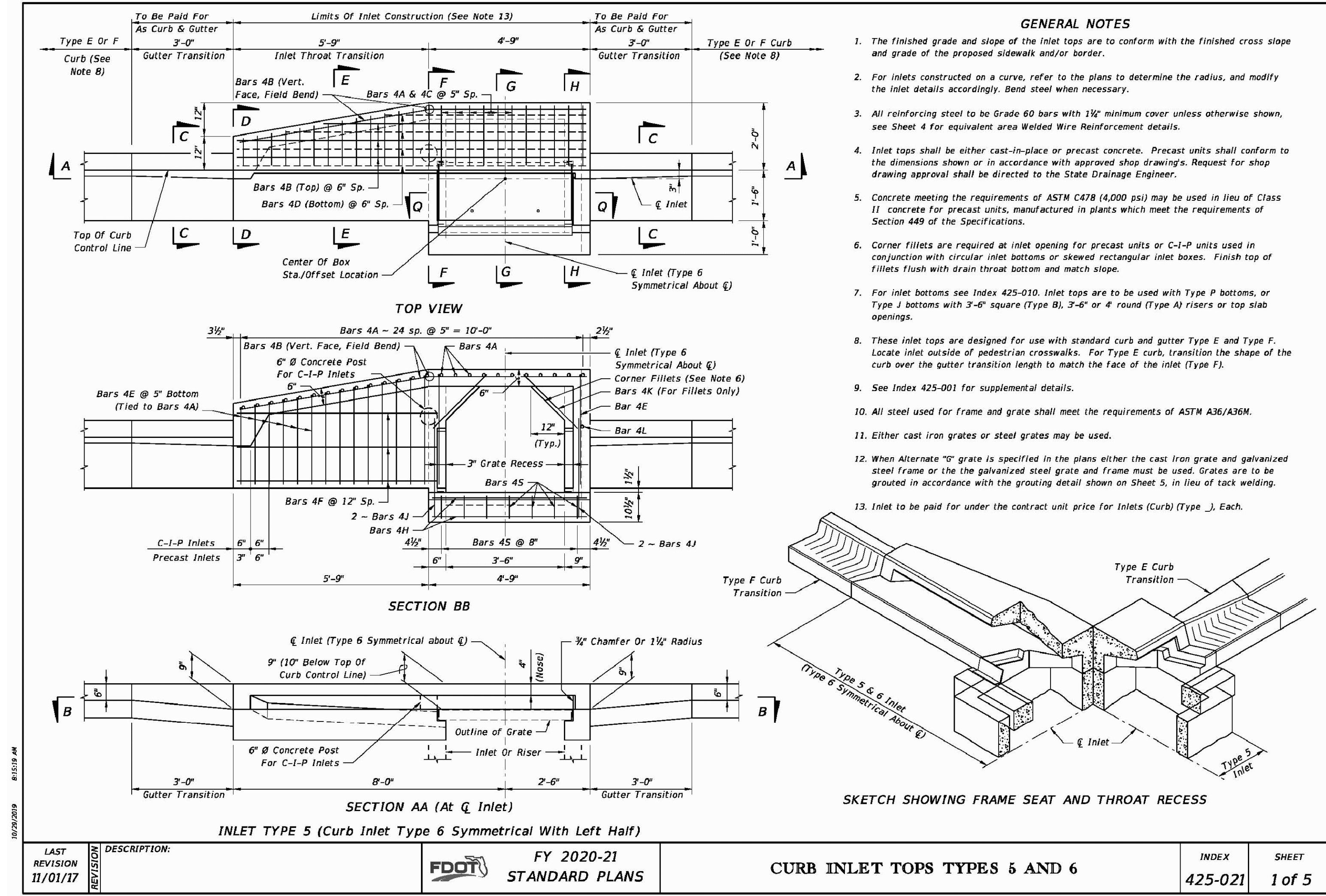
WAREHOUSE DRIVE STORMWATER IMPROVEMENTS
CITY OF FORT LAUDERDALE, FLORIDA





STORM SEWER NOTE:
TYPE "F" STORM INLETS PER FDOT INDEX 425-053.
TYPE "5" STORM INLET PER FDOT INDEX 425-021.
ALL STORM PIPING SHALL BE REINFORCED CONCRETE PIPE.





City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: November 13, 2023

From: Aaliyah Davis, (Purchasing Manager), Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Bulldog Sitework, LLC for an amount of \$247,012.87; and providing an effective date.

Staff Recommendation:

Staff recommends award of Invitation for Bid (IFB) 232101- Po Boys Ditch Enclosure to Bulldog Sitework, LLC and approval of the Resolution authorizing execution of the Construction Services Agreement for an amount of \$247,012.87.

Analysis:

The overall goal of this project as Phase II is to realign piping. The City currently has a 24" pipe coming from South Street under the building at 1509 South Street going to the Flamingo Pond on Warehouse Drive. This project will add approximately 178 feet of reinforced concrete pipe down the property line easement. This will eliminate the use of the piping going under the building. The piping under the structure will then be filled with grout and abandoned in place. The new piping will connect to the piping that will be installed as part of the Waterhouse Drive Stormwater Project (Phase I).

Procurement Analysis:

The Procurement Division issued Invitation for Bid 232101 on September 21, 2023. On October 19, 2023, the City received four (4) bid responses. Responses were reviewed and staff deemed Bulldog Sitework, LLC as the Contractor submitting the lowest responsive bid. Summary of Bids are provided:

SUMMARY OF BID RESPONSES

<u>CONTRACTOR</u>	<u>TOTAL BID AMOUNT</u>
Bulldog Sitework, LLC	\$247,012.87
Timothy Rose Contracting, Inc.	\$252,186.00
Vortex Services, LLC.	\$330,258.00
Carr & Collier, Inc.	\$985,700.00

Options:

1. Approve award of IFB 232101 and the resolution authorizing execution of the Agreement with Bulldog Sitework, LLC as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This project was included in the Stormwater FY 23 Capital Projects. Funds are available and will be rolled into the current FY 24.

Account No.	014-7099-537-6310
Project No.	140002
WF No.	WF1379169/1
Requisition	54706
Budget	\$247,013.00
Available	\$247,013.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONSTRUCTION SERVICES AGREEMENT WITH BULLDOG SITEWORK,
LLC FOR AN AMOUNT OF \$247,012.87; AND PROVIDING AN EFFECTIVE
DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with BULLDOG SITEWORK, LLC. whose address is 609 HIGHWAY 466, LADY LAKE, FLORIDA 32159 for PO BOYS DITCH ENCLOSURE (IFB 232101).

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of November 2023.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made as of the 13th day of November in the year 2023, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **BULLDOG SITEWORK, LLC** whose address is 609 Highway 466, Lady Lake, Florida 32159 (hereinafter referred to as the “CONTRACTOR”).

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. CONTRACT DOCUMENTS

The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.

- a. This Agreement; and
- b. Invitation for Bid (IFB) 232101 – Po Boys Ditch Enclosure (Phase II) Technical Specifications; and
- c. The Professional Drawings titled Warehouse Drive Stormwater Improvements Enclosure (Phase II) prepared by Environment & Infrastructure Solutions, Inc. dated December 2, 2021; and
- d. Schedule of Contract Items included as Attachment ‘A’; and
- e. Supplemental Conditions included as Attachment ‘B’; and

2. SCOPE OF SERVICES

The CONTRACTOR shall furnish the following services generally described as the “PO BOYS DITCH ENCLOSURE (PHASE II)” to the CITY as listed in Invitation for Bid 232101. Nothing herein shall limit the CITY’S right to obtain bids or proposals for services from other contractors for same or similar work.

3. TOTAL CONSTRUCTION COST

The CONTRACTOR shall perform the Services for a total price not to exceed **\$247,012.87**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

4. LABOR AND MATERIALS

The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY’s representative.

5. **PROFESSIONAL LICENSE**

The CONTRACTOR holds a Certified Underground Utility and Excavation Contractor license number CUC1225579 issued by the State of Florida. The name of the Qualifying Agent is Naiara Petralanda. CONTRACTOR must maintain this license during the full duration of this Agreement.

6. **TERM OF AGREEMENT**

This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

7. **COMMENCEMENT AND COMPLETION**

The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **TWENTY ONE (21)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later **ONE HUNDRED TWENTY (120)** continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

8. **LIQUIDATED DAMAGES**

The CONTRACTOR shall consider all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his need of knowledge of said contingent work as an excuse for delay in his work or for non-performance.

If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, CONTRACTOR shall pay to the CITY liquidated damages in the amount of ONE-HUNDRED TWENTY-FIVE DOLLARS (\$125.00) per calendar day, which CITY is hereby authorized to deduct from the final draw before paying any remaining amount to CONTRACTOR. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the CITY due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the CITY would suffer, and therefore does not constitute a penalty or forfeiture. CONTRACTOR acknowledges that this provision is material to the CITY and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the CONTRACTOR shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

Nothing shall be construed as limiting the right of the CITY to declare the Contract forfeited, or to take over the work, or to claim damages for the failure of the CONTRACTOR to abide by each

and every one of the terms of the Contract Documents. The completion date shall be construed as being the date on which the work is fully accepted by the CITY.

9. **GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT**

Performance and Payment Bonds (Separate bonds), written by a Surety firm satisfactory to the City of Leesburg on forms acceptable to the CITY which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that CONTRACTOR will deliver a complete project under this Contract in strict accordance with the Contract Documents and will, after receiving payment from the CITY, pay promptly all persons supplying him with labor or materials for work.

The Performance and Payment Bonds will be equal to 100% of the Agreement amount for services. The cost of the bonds shall be borne by the CONTRACTOR. The bonds shall be written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

- a. Rating: The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.
- b. Bonding Limit: Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

The completed Bonds will be executed in four (4) counterparts and delivered to the City of Leesburg Procurement Division with the required Power-of-Attorney. The City must receive the Bonds before a Notice to Proceed will be issued.

10. **TERMINATION FOR CONVENIENCE OR CAUSE.**

a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written notice of termination.

b. **For Cause or Default.** If, through any cause, the CONTRACTOR should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY will have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the

CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries

and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

11. FORCE MAJEURE

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence affecting either party that impacts the performance period under this contract, the affected party shall give immediate written notice to the other party to explain the cause and probable duration of any such affect on the performance period.

12. INSURANCE REQUIREMENTS.

a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.

- i All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
- ii The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors' work.
- iii The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- iv The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
- iv The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
- v All liability insurance, except professional liability, shall be written on an occurrence basis.
- vi The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- vii Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.

- i Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
- ii The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
- iii The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- iv The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- v The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- vi The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

- i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.

d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers' liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

13. WAIVER OF LIEN

The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

14. INDEMNIFICATION

This Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06. The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

15. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

16. SEVERABILITY OF ILLEGAL PROVISIONS

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

17. CODES, LAWS, AND REGULATIONS

CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

18. PERMITS, LICENSES, AND FEES

CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses

required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

19. PUBLIC RECORDS RETENTION

CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

20. ACCESS TO RECORDS

The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

21. CONTINGENT FEES PROHIBITED

The CONTRACTOR warrants that he or she 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 Agreement and that he or she 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 Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

22. ACCEPTANCE OF GOODS OR SERVICES

The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) or service(s) is (are) accepted by the CITY

and shall comply with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods or services purchased as a result of this solicitation or Agreement may be tested or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

23. OWNERSHIP OF DOCUMENTS

All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

24. INDEPENDENT CONTRACTOR

The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

25. ASSIGNMENT

Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

27. NOTICES

All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail.

If to CONTRACTOR: Bulldog Sitework, LLC
 Shane Sizemore
 609 Highway 466
 Lady Lake, Florida 32159
 352-267-4664
 bulldogsitework.com

If to City of Leesburg: Aaliyah Davis
 Purchasing Manager
 501 West Meadow Street
 Leesburg, Florida 34748
 Aaliyah.davis@leesburgflorida.gov
 (352) 728-9880

28. GOVERNING LAW

This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

29. JURISDICTION AND VENUE

The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Lake County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Lake County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this

Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

30. APPROVAL OF PERSONNEL

The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

31. DISCLOSURE OF CONFLICT

The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

32. WARRANTY

The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

33. RISK OF LOSS

The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

34. EMPLOYMENT ELIGIBILITY

The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or

subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

35. ILLEGAL ALIEN LABOR

CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is following the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

36. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

37. AUTHORITY TO OBLIGATE

Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

BULLDOG SITEWORK, LLC

By: _____

Printed _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

Attachment 'A'
SCHEDULE OF CONTRACT ITEMS

PO BOYS DITCH ENCLOSURE (PHASE I)					
Item No.	Description	Unit	Quantity	Unit Cost	Total Amount
015526	Maintenance of Traffic	LS	1	\$ 1,080.00	\$ 1,080.00
015713	Temporary Erosion & Sediment Control	LS	1	\$ 9,089.58	\$ 9,089.58
017113	Mobilization/Demobilization	LS	1	\$ 36,192.00	\$ 36,192.00
036000	Grout Existing Storm Pipe	CY	16	\$ 941.05	\$ 15,056.80
311100	Clearing & Grubbing	LS	1	\$ 6,216.15	\$ 6,216.15
329223	Sodding	SY	400	\$ 9.79	\$ 3,916.00
334100.01	Desilt & Remove Debris (12" through 36")	LF	513	\$ 30.82	\$ 15,810.66
334217.30	Reinforced Concrete Pipe (Elliptical) (30")	LF	180	\$ 600.29	\$ 108,052.20
334231.53	Manhole (Type J8) (Over 10 Ft Depth)	EA	1	\$ 30,933.58	\$ 30,933.58
334903.01	Ditch Bottom Inlet - Type C (Under 10 Ft Depth)	EA	1	\$ 11,196.90	\$ 11,196.90
	Bid Bond	LS	1	\$ -	\$ -
	Payment and Performance Bond	LS	1	\$ 9,469.00	\$ 9,469.00
TOTAL BASE BID					\$ 247,012.87

Attachment 'B'
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. DEFINITIONS

The following definitions shall apply. Whenever the following terms (or pronouns in place of them) are used in the Contract Documents, the intent and meaning of such terms shall be interpreted as follows:

- a. **City Project Representative:** There shall be authorized representative(s) of the CITY assigned to make all necessary inspections of the work performed by the CONTRACTOR and for such other purposes as outlined in the Contract Documents.
- b. **City Technical Representative:** There may be a designated Project Representative assigned by the CITY to inspect the technical aspects of the project. To insure the project is being constructed as designed.
- c. **Engineer of Record:** The Engineer of Record designated by the CITY following Contract Execution.
- d. **Engineer:** The design professional (engineer, architect, landscape architect or surveyor) designated by the CITY to serve as the design professional representing the CITY.
- e. **Notice to Proceed (NTP):** The official Notice from the CITY to the CONTRACTOR providing the date work may begin and the date the performance period begins. The NTP date will be mutually agreed to at or following the pre-construction meeting. CONTRACTOR shall sign the acknowledgement section of the NTP and return to the Purchasing Division. The NTP shall become a part of the Contract Documents.
- f. **Subcontractor:** Includes only those having a direct contract with the CONTRACTOR and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.
- g. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.
- h. **Manual(s):** Equipment documentation meant for the end user/consumer of the equipment. CONTRACTOR shall provide all Manuals to the CITY upon substantial completion. Retainage may not be released until the CITY has received all Manuals relevant to the equipment incorporated into the project.
- i. **Surety:** The corporate body which is bound with and for the CONTRACTOR which is primarily liable and which guarantees the faithful performance of the bid and/or agreement.
- j. **Plans, Drawings and/or Sketches:** Graphic representations of the work to be performed or reproductions thereof.
- k. **Specifications:** Broadly defined, the specifications include all data bound together herein or referenced on the plans, including, but not limited to, General Conditions, Technical Specifications, Special Conditions, Geotechnical Investigation, Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.

- l. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion or CITY has taken beneficial use of completed portions.
- m. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- n. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- o. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

2. INSPECTION OF WORK

The Project Representative and his representatives shall, at all times, have access to the work whenever it is in preparation or progress and the CONTRACTOR shall provide proper facilities for such access and for inspection. The work will be conducted under the general direction of the Project Representative of the CITY and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provisions of the specifications without written authorization of the CITY, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the contract.

If the specifications, the Project Representative's instructions, laws, ordinances or any public authority require any work to be specifically tested or approved, the CONTRACTOR shall give the CITY timely notice of its readiness for inspection, and if the inspection is by another authority than the Project Representative, of the date fixed for such inspection. Inspections by the Project Representative will be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the CITY, it shall, if required by the Project Representative, be uncovered for examination at the CONTRACTOR's expense.

Re-examination of questioned work may be ordered by the Project Representative and, if so ordered, the work shall be uncovered by the CONTRACTOR. If such work is found in accordance with the contract documents, the CITY will pay the cost of re-examination and replacement. If

such work is found not in accordance with the contract documents, the CONTRACTOR shall pay such cost.

3. TESTS

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONTRACTOR furnish the source

before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

All field tests for compaction of earthwork and of material incorporated in the sub grade and base will be performed by technicians of a materials testing laboratory approved by the CITY. All tests performed by the laboratory to ascertain that the material, as placed, meets the required specification will be at the expense of the CONTRACTOR and should be included in the bid items as such.

4. TOOLS, PLANT AND EQUIPMENT

If any time before the commencement or during the progress of the work, tools, plant or equipment appears to the Project Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the Project Representative will notify the CITY of such conditions. The Engineer will provide written notification to the CONTRACTOR of CITY's quality and/or schedule concerns. The CONTRACTOR will respond in writing within 5 business days of receiving the CITY's notice and will propose remedial actions to address the quality and/or schedule concerns.

5. COLLECTION AND DISPOSAL OF WASTE

The CONTRACTOR shall collect waste from construction areas and elsewhere; handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly; dispose of material in a lawful manner. The CONTRACTOR shall be responsible for the transportation and disposal costs of all waste construction materials.

6. BURNING OF DEBRIS

For any areas where the burning of debris is permitted, the CONTRACTOR will be required to request a permit therefore, from the fire authority having jurisdiction in the area in due advance time, and if such permission is granted he shall rigidly abide by all provisions and requirements of such permit. In no case will burning be permitted until the fire authorities have adequately checked the size of the pile to be burned, the weather conditions and any other factors which might affect the proper control of the burning operation.

7. TEMPORARY TRAFFIC CONTROL (TTC)

Where construction is located in public right of ways, traveled streets and roads, the CONTRACTOR shall exercise extreme care in seeing that sufficient area is provided and kept open for police, fire, ambulance, mail and private vehicular traffic.

The CONTRACTOR shall ensure that each person supervising the selection, placement and maintenance of Traffic Control Devices in the FDOT Work Zone shall be certified by attending an FDOT approved TTC training course. A copy of these certifications shall be submitted to the CITY of Leesburg upon request.

8. PROTECTION AGAINST POLLUTION

The CONTRACTOR shall comply with all legal regulations pertaining to pollution as are applicable to the site and he shall take all measures necessary to assure that no pollution, temporary or permanent, occurs to any lakes or other water areas as a result of runoff from the areas within which he is working.

This shall include the installation of temporary construction turbidity screens or hay bales along the edge of existing wetlands prior to the start of construction. These areas shall be as shown on the plans.

CONTRACTOR shall maintain the fuel storage area in accordance with local, state and federal regulations. Refueling vehicles and refueling techniques shall also comply with all applicable regulations. Clean-up of the fuel storage area shall be as required by the regulations and in accordance with these regulations.

9. TEMPORARY FENCING AND BARRICADES

The CONTRACTOR shall at his cost erect barricades sufficient to prevent injury to persons or damage to property, including the CONTRACTOR's personal property and materials. The CITY shall not be held responsible for the loss, theft, or vandalism of the CONTRACTOR's equipment or other personal property, including construction materials and supplies. Fences shall be constructed to prevent entry of unauthorized persons; cover trenches and holes when not in use; erect barriers at sharp changes in plane more than four (4) feet high. Should construction operations temporarily obstruct road passage, the CONTRACTOR shall at his cost provide suitable flagmen to control vehicular traffic on the road. Permits to use construction equipment on Florida Department of Transportation Right-of-Way shall be secured by the CONTRACTOR prior to actual beginning of work. The CONTRACTOR shall, at his cost, remove all temporary protection from the work site upon completion of the work.

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

All work will be done in a competent and workmanlike manner. All materials, equipment and supplies furnished by the CONTRACTOR for permanent incorporation in the work shall be new and of quality standards specified. Workmanship shall be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the CITY's intent to obtain a high-quality job that will operate and function with least maintenance costs. The

CONTRACTOR shall, if requested by CITY, furnish satisfactory evidence as to the kind and quality of materials.

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

The CONTRACTOR shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Neither party shall employ or hire any employees of the other party without his consent.

11. GENERAL QUALITY AND STANDARDS

To facilitate rapid examination, detailed specifications concerning basic requirements for labor, materials, equipment and/or incidentals to be used on the project are included under the various divisions in as brief a form as is consistent with clarity. The primary concern of the detailed specifications is for standards of performance expected for the finished work.

When in the detailed specifications reference is made to a particular code or specification, the latest edition of said code or specification shall apply.

The interests of the CITY, the CONTRACTOR and others concerned with the work require the inclusion of certain general governing requirements and standards, as a precaution against contingency and to provide for the conditions under which the construction and the administration of the work will be carried out.

General requirements for the quality of the work, when not otherwise covered in more specific detail in the specifications, will be governed by acceptable standards of the trade.

These specifications consider the project as a whole and assume its completion under a general contract. Further, the scope of subcontracts and the quantities of materials and labor supplied to the CONTRACTOR by others are assumed to be matters governed by agreement between the CONTRACTOR and his Subcontractors and suppliers and not by agreement between the CITY and any Subcontractor or suppliers.

Various sections of the construction specifications are intended to govern only the quality of work and/or materials incidental to the particular branch of work mentioned in the section title. Sections are not intended as itemizations of the work materials to be furnished or to limit or define the scope of any subcontract or agreement to furnish material and labor.

The furnishing of all items of material, labor, equipment and/or incidentals necessary to the completion of the work as a whole will be expected when such items are called for on the drawings by diagram, note or schedule, are listed in the specifications, or are reasonably inferred by either or a combination of both.

During the construction operations under this contract, the CITY may elect to contract other work for the project. The CONTRACTOR shall coordinate his operations with those of any other such CONTRACTORS as well as any work of constructing or adjusting utilities by any other authorities, to the end that the least practical handicap to the work of all such CONTRACTORS or authorities will result.

12. PROJECT COORDINATION

The CONTRACTOR shall coordinate construction operations that are dependent upon each other for proper installation, connection and operation. The CONTRACTOR shall make adequate provisions to accommodate items scheduled for later installation.

The CONTRACTOR shall inspect both the substrate and conditions under which the work is to be performed. The CONTRACTOR shall not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

The CONTRACTOR shall inspect materials or equipment immediately upon delivery and again prior to installation. The CONTRACTOR shall reject damaged and defective items.

The CONTRACTOR shall supervise construction activities to ensure that no part of the construction is subject to deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following: Unprotected storage, Improper shipping and handling, Theft, Vandalism.

13. COORDINATION WITH UTILITY COMPANIES

CONTRACTOR shall coordinate with all utility installations. CONTRACTOR shall notify the appropriate utility companies, in writing, adequately in advance of the time frame set aside for such utility installation. The utility companies referred to herein shall include, but not be limited to, Power, Gas, Telephone, and Cable Television. CONTRACTOR shall coordinate the installation of “sleeves” for the utility companies as may be required.

CONTRACTOR shall supply the CITY with copies of all correspondence notifying the utility companies of his intended schedule of construction and the expected date for their respective utility installations. Written notices shall be sent to the utility companies at sixty (60) days, thirty (30) days and two (2) weeks prior to the time at which the utility installation should begin.

14. SUPERVISION

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

If the CONTRACTOR, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawing or in layout as given by points and instructions, it shall be his duty to immediately inform the Project

Representative, in writing, and the Project Representative will promptly verify the same. Any work done after such discovery, until authorized, will be done at the CONTRACTORS' risk.

15. CONSTRUCTION SUPERINTENDENT

CONTRACTOR shall employ a Construction Superintendent who shall be present on-site or available throughout the duration of the project and shall remain associated with the project until completion unless otherwise requested to be replaced by the CITY. The superintendent shall be experienced in the work required and perform all coordination activities generally conducted by project superintendents including, but not limited to, subcontractor coordination, utility installations, inspections, testing, material deliveries, etc. The superintendent shall be present at the pre-construction meeting and shall remain on the project until completion. The owner reserves the right to request a resume of experience for the superintendent including, but not limited to, requesting references from recent projects. Substitution of superintendents after the start of the work shall be approved by the owner in advance. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The CONTRACTOR must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the CONTRACTOR.

17. SUBCONTRACTS

The CONTRACTOR shall, as soon as practicable after signing the contract, notify the Project Representative in writing of any changes in the names of subcontractors proposed for the work as listed on the bid form. The CONTRACTOR shall not employ subcontractors, unless they are approved by the Project Representative.

The CONTRACTOR agrees that he is as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons, either directly or indirectly, employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractors and the CITY.

18. PRE-CONSTRUCTION MEETING

The CITY shall schedule a meeting after the Notice of Award. The Project Representative, Engineer, and CONTRACTOR shall attend this mandatory meeting. The following items shall be completed:

- a. Submission of list of Subcontractors, Schedule of Values and Progress Schedule.
- b. Designation of Personnel representing the parties in Contract, and the Engineer.
- c. Use of premises by CITY and the CONTRACTOR.
- d. Survey layout and scheduling.
- e. Security and housekeeping procedures.

- f. Requirements for start-up of equipment.
- g. Inspection and acceptance of equipment put into service during construction period.

At least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, Engineer and others as appropriate will be held to finalize the schedules submitted by CONTRACTOR. The finalized progress schedule will be acceptable to Engineer as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Engineer responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereto. The finalized schedule of Shop Drawing submissions will be acceptable to Engineer as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to Engineer as to form and substance.

19. ORDER OF COMPLETION

The CONTRACTOR shall submit at such times as may be requested by the Project Representative, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work with dates on which the CONTRACTOR will start the several parts of the work and estimated dates of completion of the several parts. The CITY retains the right to dictate to the CONTRACTOR the order of completion of the work.

20. MATERIALS AND EQUIPMENT SCHEDULES

As soon as practicable and within ten (10) days after the date of award of contract and before any material or equipment is purchased, the CONTRACTOR will submit to the CITY for approval a complete list, in triplicate, of materials to be incorporated in the work and samples of each listed material. The list shall include catalog numbers, cuts, diagrams; drawings and such other descriptive data as may be required. No consideration will be given to partial lists submitted from time to time. Approval of materials will be based on manufacturers' published ratings. Any materials listed that are not in accordance with the specification requirements may be rejected.

When one or more manufacturer's items are specified, it shall be understood that the item(s) so specified are hereby approved as to suitability and no substitutions will be permitted unless followed by such qualifying phrases as equal "approval equal" or "as approved" in which case the approval of the CITY for items not specified shall be obtained before they may be used.

21. CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

Should CONTRACTOR be unable to determine from the Contract Documents the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of Work is described differently at more than one place in the Contract Documents; the CONTRACTOR shall request that the Architect/Engineer (AE), or CITY Representative, make an interpretation of the requirements of the Contract Documents to resolve such matters. CONTRACTOR shall comply with procedures specified herein to make Requests for Interpretation (RFIs).

- a. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the CITY.
 - i. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.

- ii. Each RFI shall be given a discrete, consecutive number.
 - iii. Each page of the RFI and each attachment to the RFI shall bear the CITY's project name, project number, date, RFI number and a descriptive title.
 - iv. CONTRACTOR shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from CONTRACTOR to CITY for fees charged by A/E, A/E consultants and other design professionals engaged by the CITY.
- b. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by CONTRACTOR. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the CONTRACTOR.
 - i. CONTRACTOR shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
 - ii. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the CONTRACTOR'S responsibility.
 - iii. CONTRACTOR shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.
- c. Requested Information: CONTRACTOR shall carefully study the Contract Documents to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.
 - i. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the CONTRACTOR shall furnish all information required for the A/E or CITY's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the CONTRACTOR shall proceed.
 - ii. If information included with this type RFI by the CONTRACTOR is insufficient, the RFI will be returned unanswered.
- d. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
 - i. Approval of submittals
 - ii. Approval of substitutions
 - iii. Changes that entail change in Contract Time and Contract Sum
 - iv. Different methods of performing Work than those indicated in the Contract Drawings and Specifications
- e. Disputed Requirements: In the event the CONTRACTOR believes that a clarification by the CITY's A/E, or Representative, results in additional cost or time, CONTRACTOR shall comply with the method for requesting a Change Order.

- f. RFI Log: CONTRACTOR shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONTRACTOR shall furnish copies of the log showing all outstanding RFIs.
- g. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONTRACTOR and within five (5) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the five-calendar day response period.

22. SUBMITTAL REQUIREMENTS OF CONTRACTOR

After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to Engineer for review in accordance with the accepted schedule of Shop Drawing submissions, or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.

CONTRACTOR shall also submit to Engineer for review with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

At the time of each submission, CONTRACTOR shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Engineer for review of each such variation.

Engineer will review with reasonable promptness Shop Drawings and samples, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by Engineer, and shall return the required number of corrected

copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

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

Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Engineer's review of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

23. CHANGES IN THE WORK

Any Change in the Work will be documented in writing and approved by the CITY in writing. Changes that increase the cost of the work may need to be approved by CITY Commission depending on the dollar value of the increase change order. No work may be performed prior to the change being approved by CITY.

The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price, shall be delivered in writing to the CITY and the Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Engineer if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. The Engineer(s) decision shall be final and binding. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- a. where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved, or ii. by mutual acceptance of a lump sum, or
- b. on the basis of the cost of the work plus a CONTRACTOR's fee for overhead and profit.

24. DETAIL DRAWINGS AND INSTRUCTIONS

The CITY will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

25. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the CITY are the property of the CITY. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the CITY, at the request of the CITY upon the completion of the work.

26. SURVEYS, PERMITS AND REGULATIONS

The CITY will furnish horizontal and vertical control necessary to layout the work in an orderly and workmanlike manner.

Horizontal Control furnished by the CITY shall consist of adequately marked property corners or offset corners, with dimensions as shown on the drawings. Vertical Control will consist of benchmarks established within the immediate area of the work.

It shall be the responsibility of the CONTRACTOR to furnish all construction layout of the work, including, but not limited to, layout and elevations for the construction and final grade of the site.

The CONTRACTOR shall maintain and preserve all stakes and marks established by the CITY and should such stakes or marks be carelessly or willfully destroyed or damaged by the CONTRACTOR, said stakes or marks shall be replaced by the CITY at the expense of the CONTRACTOR.

The CONTRACTOR will set the horizontal and vertical control only at the beginning of the job as specified above. Interim staking during the job and all staking and layout work not furnished by the CITY as specified above shall be the responsibility of the CONTRACTOR.

The CITY will furnish all personnel and equipment and materials to make such surveys as are necessary to determine the quantities of work performed.

The CITY will furnish environmental permits unless otherwise specified. The CONTRACTOR shall obtain any and all required permits from all appropriate government agencies.

Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the drawings and specifications are at variance therewith, he shall promptly notify the CITY in writing and any necessary changes shall be adjusted as provided in the contract for changes in the

work. If the CONTRACTOR performs work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the CITY, he shall bear all cost arising there from.

27. ROYALTIES AND PATENTS

There may be a design, device, material or process included in these plans and specifications which may be covered by letters, patent or copyright. Prior to use of any design, device, material or process, or its incorporation into the construction, the CONTRACTOR shall secure indemnity from his subcontractors or material suppliers that will protect and save harmless the CITY from all loss on account thereof.

The CONTRACTOR shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the CITY harmless from loss on account thereof, except that the CITY shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the CITY.

28. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all his work from damage and shall protect the CITY's property from injury or loss arising in connection with this contract. The CONTRACTOR shall at all times protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the CONTRACTOR. Damage or interruption to service resulting from failure to do so shall be repaired or restored by or at the expense of the CONTRACTOR except such as may be directly due to errors in the contract documents or caused by the agents or employees of the CITY.

29. DEDUCTIONS FOR UNCORRECTED WORK

If the Project Representative deems it inexpedient to correct work injured or done, not in accordance with the contract, an equitable deduction from the contract price will be made therefore.

30. DELAYS AND EXTENSION OF TIME

If the CONTRACTOR be delayed at any time, in the progress of the work by an act of neglect of the CITY or of his employees, or by any other CONTRACTOR employed by the CITY or by Changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CONTRACTOR's control, or by delay authorized by the Project Representative, or by any cause which the Project Representative may decide to justify the delay, then the time of completion will be extended for any such reasonable time as the Project Representative may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claims be reasonable.

31. CORRECTION OF WORK BEFORE FINAL PAYMENTS

The CONTRACTOR shall promptly remove from the premises all materials condemned by the Project Representative as failing to conform to the contract, whether incorporated in the work or not, and the CONTRACTOR shall promptly replace and re-execute his own work in accordance with the contract and without expense to the CITY and shall bear the expense of making good all work of other CONTRACTORS destroyed or damaged by such removal or replacement.

If the CONTRACTOR does not correct such condemned work and material within a reasonable time fixed by written notice, the CITY may correct it at the expense of the CONTRACTOR. If the CONTRACTOR does not pay the expense of such correction within three (3) days thereafter, the CITY may, upon three (3) days written notice, deduct all the cost and expenses that should have been borne by the CONTRACTOR.

32. THE CITY'S RIGHT TO DO WORK

If the CONTRACTOR should neglect to prosecute the work properly or fail to perform any provision of this contract, the CITY after three (3) days written notice to the CONTRACTOR, may, without prejudice to any other remedy he may have, make good such deficiencies at the CONTRACTOR's expense.

33. SUSPENSION OF WORK

The CITY may at any time suspend the work or any part thereof by giving five (5) days' notice to the CONTRACTOR in writing. The work shall be resumed by the CONTRACTOR within ten (10) days after the date fixed in a written notice to resume work from the

CITY to the CONTRACTOR. The CITY will reimburse the CONTRACTOR for expense incurred by the CONTRACTOR in connection with the work under this contract as a result of such suspension unless the suspension was recommended to the CITY by the Project Representative to enforce the contract or for any violation of the contract.

34. REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the CONTRACTOR, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY, failing which, the CITY will have the right to remove such equipment and supplies at the expense of the CONTRACTOR.

35. USE OF COMPLETED PORTIONS

Use by CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which CITY, Engineer and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by CITY without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

- a. CITY at any time may request CONTRACTOR in writing to permit CITY to use any such part of the Work which CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to CITY and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify CITY and Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify CITY and CONTRACTOR in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Substantial Completion will apply with respect to certification of that part of the Work and the division of responsibility in respect thereof and access thereto.
- b. CITY may at any time request CONTRACTOR in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to CITY and Engineer that such part of the Work is not ready for separate operation by CITY, Engineer will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONTRACTOR together, with a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.
- c. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

36. PROMPT PAYMENT

It is the policy of the CITY that payment for all purchases by the CITY shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.

37. APPLICATION FOR PAYMENT

The CONTRACTOR shall submit to the CITY, at least 20 days before the date established for each progress payment (but not more often than once a month), an Application for Payment filled out and signed by CONTRACTOR covering the work completed as of the date of the Application. Upon review and approval by the CITY and Engineer (if applicable).

The retained percentage (retainage) amount with respect to the progress payments shall initially be 5% unless stated otherwise in the Construction Services Agreement. Retainage amounts and retainage process shall be governed by Florida Statute 255.078 – Public Construction Retainage.

CONTRACTOR shall, before any draw is issued, provide a sworn statement to CITY attesting that all services, materials and labor, furnished to the project to the date of the draw request have been paid for in full, or listing the amounts due for such services, materials and labor, and if any amounts are listed as being due, the CITY shall have the right to pay those amounts directly to the persons to whom they are due, with the balance of the draw amount to be paid to CONTRACTOR, and if the draw is insufficient to pay the amounts then due for services, materials and labor, the CITY shall pay those to whom such amounts are due on a pro rata basis until the draw is exhausted, and any remaining amounts due others shall be paid first out the next draw due.

The CITY shall not be required to issue progress payments pursuant to the draw schedule until the CITY has verified, by on-site inspection, that construction has in fact progressed to the stage at which a draw is required and that the work done and materials furnished are in compliance with the Contract Documents, and all applicable technical codes. The final draw due upon “completion” shall not be payable until the CITY, its Project Representative or Engineer of Record has determined the work has been completed in accordance with the Contract Documents and a Certificate of Completion has been issued by the CITY.

38. PAYMENTS WITHHELD

The CITY may withhold or, on account of subsequently discovered evidence, recover the whole or part of any payment to such an extent as may be necessary to protect the CITY from loss on account of—

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the CONTRACTOR to make payments properly to subcontractors or for materials or labor.
- d. The Project Representative's opinion that the contract cannot be completed for the balance then unpaid.
- e. Damage to another CONTRACTOR.
- f. Failure to maintain adequate progress. vii. Damage to the building resulting from the negligence of the CONTRACTOR.

When the above grounds are removed, payment will be made for amounts withheld because of them.

39. FINAL PAYMENT APPLICATION

Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:

- a. Completion of Project closeout requirements.
- b. Completion of items specified for completion after Substantial Completion.
- c. Assurance that unsettled claims will be settled.
- d. Transmittal of required project construction records to CITY.
- e. Final Clean Up as outlined in these General Conditions

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

After CONTRACTOR has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to the provisions under Waiver of Claims), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by CITY, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY or CITY's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to CITY to indemnify CITY against any Lien.

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation--all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to CITY for payment. Thereupon Engineer will give written notice to CITY and CONTRACTOR that the Work is acceptable subject to the provisions found under "Waiver of Claims". Otherwise, Engineer will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by CITY to CONTRACTOR.

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if Engineer so confirms, CITY shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

40. CONTRACTOR'S CONTINUING OBLIGATION

CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by CITY, nor any act of acceptance by CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by Engineer, nor any correction of defective Work by CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided under Waiver of Claims)

41. DAMAGES

Any claim for damage arising under a resulting Agreement shall be made in writing to the party liable within ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

42. EQUIPMENT STARTUP

Equipment startup shall be in accordance of the manufacturer's recommendations, and as required to demonstrate performance to the Engineer and CITY in accordance with the specifications. The CONTRACTOR shall provide 30-days' notice to the Engineer and CITY of the date on which all equipment and systems will be ready for startup. The startup date shall be arranged as required by the CITY's operational schedule with consideration of the schedule needs of the Engineer and CONTRACTOR.

43. COMPLETION OF WORK

The CONTRACTOR shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the CITY, it's Project Representative or Engineer of Record, all work has been completed in general accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the CITY to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the

CONTRACTOR. The date of contract completion shall be the same date at which the CONTRACTOR is considered substantially complete by the Engineer.

44. ACCEPTANCE OF FINISHED WORK

The CITY shall make final acceptance inspection of the Project covered by this Contract when the Project is completed and finished in all respects in accordance with the Contract Documents. CONTRACTOR shall furnish to the Engineer or CITY Representative a complete set of As-Built drawings. These drawings shall be prepared by a licensed Surveyor in the State of Florida and shall be submitted to the Engineer within five (5) days following the completion of the work.

45. FINAL CLEAN UP

The CONTRACTOR shall complete all cleaning operations before requesting final inspection.

The CONTRACTOR shall, as directed by the Project Representative, remove from the CITY's property and from all public and private property, at his own expense, all temporary structures, rubbish, and waste materials resulting from his operation.

The CONTRACTOR shall remove temporary protection and facilities installed for protection of the work during construction.

The CONTRACTOR shall comply with all regulations of authorities having jurisdiction and safety standards for cleaning. The CONTRACTOR shall not burn waste materials. The CONTRACTOR will not discharge volatile, harmful or dangerous materials into drainage systems. The CONTRACTOR will remove all waste materials from the site and dispose of in a lawful manner. Materials of value remaining after completion of associated work will become the owner's property. The CONTRACTOR will arrange for the disposition of these materials as directed by the CITY.

The CONTRACTOR shall rake the grounds that are neither paved nor planted to a smooth, even textured surface.

46. TREES

It shall be the responsibility of the CONTRACTOR to protect all trees within the limits of the work and as designated by the Project Representative.

47. GUARANTY

CONTRACTOR warrants and guarantees to CITY that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in the paragraph in this section labeled 'Inspections, Correction, Removal of Defective Work'.

All equipment, materials and installation and workmanship furnished by the CONTRACTOR under the terms of the Contract, shall be guaranteed by the CONTRACTOR against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure,

under normal operation for a period of two (2) years or as otherwise specified in the Technical Specifications and after the date of acceptance thereof by the CITY, and each item of equipment or materials and installation proving to be defective within the specified period of guaranty shall be replaced, without cost to the CITY, by the CONTRACTOR or by the Surety. The period of guaranty of such replacement shall be from and after the date of final acceptance of the Project by the CITY, provided however, that where any item or equipment or material comes with a manufacturer's warranty of two (2) years or longer, that warranty shall take precedence over the warranty of CONTRACTOR hereunder.

48. INDEMNITY

The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and defend, indemnify, and save harmless the CITY and Engineer or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY and Engineer or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR's duties under the Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants or subcontractors.

Provided, however, if this Contract is deemed, by a court of competent jurisdiction, to be a construction contract for the purposes of Section 725.06, Florida Statutes, any obligation of the CONTRACTOR to defend, indemnify or hold harmless an CITY and Engineer shall be limited to an obligation to indemnify and hold harmless the CITY and Engineer, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Contract.

49. ASSIGNMENT

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any moneys due, or to become due to him hereunder, without the previous written consent of the Project Representative.

50. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the CITY's forces, or by the other CONTRACTORS, is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Project Representative, to secure the completion of the various portions of the work in general harmony.

51. SEPARATE CONTRACTS

The CITY reserves the right to let other contracts in connection with this work. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

If any part of the CONTRACTOR's work depends, for proper execution or results upon the work of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the Project Representative any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other CONTRACTOR's work as fit and proper for the reception of his work, except as to defects which may develop in the other CONTRACTOR's work after the execution of the work.

To insure the proper execution of his subsequent work, the CONTRACTOR shall measure work already in place and shall at once report to the Project Representative any discrepancy between the executed work and the drawings.

52. LANDS FOR WORK

The CITY will provide the lands upon which the work under this contract is to be done, except that the CONTRACTOR shall provide land required for the erection of temporary construction facilities and storage of his material, together with right of access to same.

53. ACCESS TO RECORDS

The CITY, the Florida Department of State, or any of their duly authorized representatives shall have access to any books, documents, papers or any other records prepared by the CONTRACTOR that are directly pertinent to the work produced under this Agreement for making audit, examination, excerpts and transcription. Such records will be maintained for five (5) years after the completion of the work and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period.

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in quadruplicate by the CITY and the CONTRACTOR. The Contract Documents comprise the entire agreement between CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will 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, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY,

CONTRACTOR or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer; however, CONTRACTOR shall not be liable to CITY or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

55. CONTRACTOR'S UNDERSTANDING

CONTRACTOR has visited the site, has called for utility locates and has familiarized itself with the local conditions under which the work is to be performed, both underground and above ground and both on and off premises and has correlated these observations with the requirements of the proposed contract documents; all as considered necessary or pertinent to the work, and any failure to thus make all such prior investigations and studies shall in no way act as a waiver of any of the terms of the contract. No verbal agreement or conversation with any officer, agent or employee of the CITY, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained

56. FAMILIARITY WITH LAWS

The CONTRACTOR is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from responsibility.

57. SALES TAX

The CONTRACTOR is required to pay Florida sales and use taxes on all materials purchased for this project unless otherwise specified in the document. All Florida sales and use taxes will be included in the submitted bid price(s).

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

It is the duty of the CONTRACTOR to notify the Engineer, in writing, in the event of any doubt or question as to the true meaning of any provision in the Contract Documents. The Engineer's decision thereon shall be final. Annotated dimensions on drawings shall govern and work not dimensioned shall be as clarified by the Engineer. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to such recognized standard.

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer may

determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONTRACTOR shall notify CITY in accordance with the Agreement.

Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims in respect of changes in the Contract Price or Contract Time will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph, which Engineer will render writing within a reasonable time. Written notice of each such claim, dispute and other matters will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within sixty days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim.

When functioning as interpreter and judge under this Article, Engineer will not show partiality to CITY or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant this Article with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as permitted by the Agreement.) will be a condition precedent to any exercise by CITY or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither Engineer's authority to act nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Article.

Engineer will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer

will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

60. SAFETY AND PRECAUTION

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- a. all employees on the Work and other persons and organizations who may be affected thereby;
- b. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and iii. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph caused, directly or in this Article directly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to CITY and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to CITY.

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

Engineer prompt written notice that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

61. RECORD DOCUMENTS

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, reviewed Shop Drawings, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all reviewed samples and a counterpart of all reviewed Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents or as-builts, samples and Shop Drawings will be delivered to Engineer for CITY. Upon delivery of such documents to Engineer, the CONTRACTOR shall provide a written certification, signed and dated, that all documents accurately and completely reflect all deviations from or changes in the original Contract Documents made during construction of the project.

Record documents shall be up-to-date and available for review by the resident project representative prior to each application for progress payment. Payment will not be made for construction of items not shown on the record documents.

These requirements also supplement those of Item 66. Not less than two percent (2%) of the contract price shall be retained until correct record drawings, specifications, addenda, modifications and shop drawings are delivered to and reviewed by the Engineer.

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site are based on information and data furnished to CITY or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

- a. CITY and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
- b. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

The word facility as used in this subsection titled "Utilities" includes any pipe conveying gases or liquids and appurtenances attached thereto; cables, conduits, wires, ducts and appurtenances; poles and appurtenances; any of which may be buried below grade or installed at or above grade level. A facility excludes irrigation pipes, service connections and traffic signal wiring. A service connection is a pipe (excluding irrigation pipes), cable, wire, duct or conduit that is intended to connect a facility with a user. The word Utility as used in this subsection titled "Utilities" refers

to the entity having legal owner-ship of the facility, service connection, irrigation pipe, or traffic signal wiring.

The Engineer has endeavored to determine the existence of underground facilities at the site of the work from the records of the utilities with known facilities in the vicinity of the work. The position of these facilities as derived from such records is shown on the plans. Service connections, irrigation pipes, and traffic signal wiring may not be shown on the plans. The CONTRACTOR shall make his own investigations, including exploratory excavations and contact with Utilities, to determine the exact locations and type of existing facilities, service connections, irrigation pipes, and traffic signal wiring prior to commencing work in the area and shall be responsible for any damage thereto.

Damage, injury, or loss resulting in whole or in part from the CONTRACTOR's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts or omissions of the CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable.

With respect to underground facilities, no claim for a change in the contract price may be allowed unless the CONTRACTOR discovers an underground facility which is not indicated or referred to in the Contract Documents or which is in a position differing materially and significantly from that indicated or referred to in the Contract Documents. If such discovery is made, the CONTRACTOR shall promptly notify in writing the CITY, Engineer and the Utility. The CITY may make changes in the alignment and grade of the work.

At no additional cost to the CITY, the CONTRACTOR shall replace, remove, relocate, protect, or temporarily maintain a facility which is not in a position differing materially and significantly from that indicated or referred to in the Contract Documents. At no additional cost to the CITY, the CONTRACTOR shall adjust the top elevation of all valve boxes and manholes to match the finish grade or pavement surface and shall replace, remove, relocate, protect, or temporarily maintain all service connections, irrigation pipes, and traffic signal wiring. The work on the facility, service connection, irrigation pipe or traffic signal wiring shall be done in a manner satisfactory to the Utility, it being understood that the Utility has the option of doing such work with his own forces, or permitting the work to be done by the CONTRACTOR.

63. PHYSICAL CONDITIONS

- a. Exploration and Reports: Reference is made in the Special Conditions to those reports of exploration and tests of subsurface conditions at the site that have been utilized by Engineer in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
- b. Unforeseen Conditions: CONTRACTOR shall promptly notify CITY and Engineer in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. Engineer will promptly review those conditions and advise CITY in writing if further investigation or tests are necessary.

Promptly thereafter, CITY shall obtain the necessary additional investigations and tests and furnish copies to Engineer and CONTRACTOR. If Engineer finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

Engineer will, within ten days after receipt of each Application for Payment, to either indicate in writing a recommendation of payment and present the Application to CITY, or return the Application to CONTRACTOR indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

Ten (10) days after presentation of the Application for Payment with Engineer's recommendation, the amount recommended will become due and when due will be paid by CITY to CONTRACTOR.

Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to CITY, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment Engineer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by CITY or CITY to withhold payment to CONTRACTOR.

Engineer's recommendation of final payment will constitute an additional representation by Engineer to CITY that the conditions precedent to CONTRACTOR's being entitled to final payment have been fulfilled.

Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to CITY. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously recommended; to such extent as may be necessary in Engineer's opinion to protect CITY from loss.

CITY may refuse to make payment of the full amount recommended by Engineer because claims have been made against CITY on account of CONTRACTOR's performance or furnishing of the

Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, but CITY must give CONTRACTOR immediate written notice (with a copy to Engineer) stating the reasons for such action.

65. SUBSTANTIAL COMPLETION

When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify CITY and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, CONTRACTOR and Engineer shall inspect the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to CITY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. CITY shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to CITY notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of CITY's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to CITY and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from CITY. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to CITY and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless CITY and CONTRACTOR agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendations will be binding on CITY and CONTRACTOR until final payment.

CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but CITY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

Engineer and Engineer's representatives, other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

CONTRACTOR shall give Engineer timely notice of readiness of the Work for all required inspections or tests.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with CITY's or Engineer's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by CITY (unless otherwise specified). All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to CITY and CONTRACTOR (or by Engineer if so specified).

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given Engineer timely notice of CONTRACTOR's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by Engineer nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at CONTRACTOR's expense.

If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, CONTRACTOR, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Special Conditions. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Special Conditions.

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this

right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

If required by Engineer, CONTRACTOR shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

67. ACCEPTANCE OF DEFECTIVE WORK; CORRECTION OF DEFECTIVE WORK BY THE CITY

If, instead of requiring correction or removal and replacement of defective Work, CITY (and, prior to Engineer's recommendation of final payment) prefers to accept it, CITY may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to CITY's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to CITY.

If CONTRACTOR fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, CITY may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees such access to the site as may be necessary to enable CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of CITY in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any

delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

68. ARBITRATION

Before bringing any action in any court of competent jurisdiction pertaining to any claim, dispute or other matter in question arising out of or relating to the Contract Documents or the breach thereof, in an amount less than \$25,000, except for claims which have been waived by the making and acceptance of final payment, the claimant/objector (Party A) shall first offer to arbitrate the question(s) with the other party to the contract (Party B) by notifying him in writing and setting forth in such notice the question(s) to be arbitrated.

Party B can select to arbitrate or not. If Party B agrees to arbitrate he shall so advise Party A in writing within ten days after receipt of Party A's notice. Notice by Party B that he does not wish to arbitrate or failure of Party B to notify Party A within the ten-day period will give Party A the right to institute a court action.

If Party B agrees to arbitrate, the arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association except as modified herein. In such event, the agreement to arbitrate shall be specifically enforceable under the provisions of the Florida Arbitration Code, S682, Fla. Stat., as it may be from time to time amended. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

If Party B agrees to arbitrate, then Party A shall file its notice of demand for arbitration in writing with Party B and with the American Arbitration Association, and a copy shall be filed with the Engineer. Notice of demand for arbitration shall be served on the parties referred to herein no later than thirty days from the date Party B agrees to arbitrate the issues in question.

Failure to serve the notice of demand for arbitration shall constitute a waiver and abandonment of the claims for which arbitration is sought. Notice of demand for arbitration shall in no event be made on any claim, dispute or other matter in questions which would be barred by the applicable statute of limitations.

If the dollar amount of the claim exceeds \$25,000, arbitration may only be utilized if both Party A and party B agree to arbitrate.

The CONTRACTOR shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

The Florida Rules of Civil Procedure pertaining to discovery shall apply to both parties during arbitration, and, at the CITY's sole option, any and all arbitration arising out of or relating to any of the Contract Documents or any breach thereof shall include by consolidation, joinder, or joint filing any additional person or entity not a party to this Agreement to the extent necessary for the final resolution of the matter in controversy.

At least one of the members of the arbitration panel must be an attorney licensed to practice law in the State of Florida.

The surety shall be bound by the arbitration award to the same extent as the CONTRACTOR is bound.

The arbitration panel shall submit a written opinion with findings of fact and conclusions of law stating the basis for the decision made, and including an award of arbitration that may be confirmed by a court of competent jurisdiction.

Unless CITY agrees to the contrary, the location of any and all arbitration proceedings shall be in Lake County, Florida.

[End of Supplemental Conditions.]

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013236 Video Documentation

PART 1 GENERAL

1.1 SUMMARY

The Contractor shall furnish the labor, material, and equipment necessary for a video recording of pre-construction and post-construction conditions of the project area.

PART 2 PRODUCTS

N/A

PART 3 EXECUTION

3.1 SUMMARY

Audio-Video recording of all work areas in the Contract will be prepared by the Contractor. The recording shall be made no more than 30 days prior to construction in any area and submitted to the Engineer no less than 5 days prior to construction.

Prior to commencing work, the Contractor shall have a continuous color audio-video recording taken along the entire length of the Project including all affected project areas. Streets, easements, rights-of-way, lots or construction sites within the Project must be recorded to serve as a record of the pre-construction conditions. Two copies of the recording and video log will be submitted to the Engineer. The Engineer shall designate those areas, if any, to be omitted from or added to the audio-visual coverage. All recordings and written records shall become property of the Owner.

No construction shall begin prior to review and approval of the recordings covering the Project construction area(s) by the Owner. The Owner shall have the authority to reject all or any portion of a recording not conforming to specifications and order that it be re-recorded at no additional charge. The Contractor shall reschedule unacceptable coverage within seven (7) days after being notified.

The Contractor shall engage the services of a professional videographer known to be skilled and regularly engaged in the business of pre-construction color audio-video documentation.

Each recording shall begin with the current date, project name and the general location. Accompanying the video recording shall be a corresponding and simultaneously recorded audio recording. This audio recording, exclusively containing commentary of the camera operator or an aide, shall assist in viewer orientation and in any needed identification, differentiation, clarification, or objective description of the features being

shown in the video portion of the recording. The audio recording shall also be free from any conversations.

All video recordings must continuously display transparent digital information to include the date and time of recording. The date information shall contain the month, day and year. The time information shall contain the hour, minute and seconds. Additional information shall be displayed periodically. Such information shall include, but not be limited to, project name, project number and direction of travel.

All recording shall be done during time of good visibility. No recording shall be done during precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recording and to produce bright, sharp video recordings of those subjects.

The average rate of travel during a particular segment of coverage shall be directly proportional to the number, size and value of the surface features within the construction areas zone of influence. The rate of speed in the general direction of travel of the vehicle used during recording shall not exceed 44 feet per minute.

All DVDs shall be permanently labeled and shall be properly identified by number and project title. Each recording shall have a log of its content. The log shall describe the various segments of coverage contained in terms of street names or location of easements; coverage beginning and end; directions of coverage; video unit counter numbers, engineering survey or coordinate values and the date.

Recording coverage shall include all surface features located within the zone of influence of construction supported by appropriate audio coverage. Such coverage shall include, but not be limited to, existing driveways, sidewalks, curbs, pavements, drainage system features, berms, drainage crossings, mailboxes, landscaping, culverts, fences, gates, utility poles, signs, etc. within the area covered by the project. Of particular concern shall be the existence of any faults, fractures, or defects. Recorded coverage shall be limited to one side of the site, street, easement or right-of-way at any one time, as applicable.

It is the Contractor's responsibility to record all aspects of pre-construction conditions. Any discrepancies of pre-construction conditions that, upon completion of the project, cannot be verified by the recording shall be the responsibility of the Contractor.

Post-construction recording shall follow the same recording pattern as the pre-construction recording and shall be completed no later than 30 days after completion of construction activities.

015526 Maintenance of Traffic

Refer to Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest revision.

015713 Temporary Erosion & Sediment Control

PART 1 GENERAL

1.1 SUMMARY

This item shall consist of furnishing the labor, material, and equipment necessary for the installation, maintenance, removal, and area cleanup related to sedimentation control work as shown on the plans and as required to prevent the transport of silt or sediment outside the limits of construction. Sediment control measures during construction are not detailed on the plans but shall be provided by the contractor when appropriate, such as inlet protection devices surrounding newly constructed drainage structures where surface waters may enter the drainage system. The work shall include, but not necessarily be limited to, silt fences, turbidity barriers, inlet protection devices, sediment removal and disposal, device maintenance, removal of temporary devices, and final cleanup. This item shall include tree barricades and temporary slope drainage as needed or as shown on the construction drawings.

1.2 QUALITY ASSURANCE

The Contractor shall be responsible for the timely installation and maintenance of all sedimentation control devices necessary to prevent the movement of sediment from the construction site to off-site areas via surface runoff or underground drainage systems. Measures in addition to those shown on the drawings necessary to prevent the movement of sediment into the drainage piping system or outside the limits of construction shall be installed, maintained, removed, and cleaned up at the expense of the Contractor. No additional charges to the Owner will be considered, except where changes in accordance with the General Conditions are applicable. Sedimentation and erosion control measures shall conform to the Best Management Practices outlined in the construction drawings and in the Stormwater Pollution Prevention Plan, to be provided by the Contractor. Erosion and sediment control shall be sufficient to satisfy water quality requirements specified in the project permit documents.

PART 2 PRODUCTS

2.1 SUMMARY

Refer to Section 104 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest revision.

PART 3 EXECUTION

3.1 SUMMARY

At a minimum, sediment/erosion control and turbidity barriers shall be installed at all locations shown on the plans.

Contractor must provide additional sediment controls around all openings into the underground drainage system on a daily basis as construction conditions warrant. Absolutely no stormwater runoff shall be introduced into the drainage systems until the contributing drainage area is final-stabilized.

Contractor shall provide additional erosion/sediment controls and turbidity barriers as needed to control the transport of silt and sediments outside of the limits of construction.

Sediment/erosion control shall be installed around the base of all soil stockpile areas. Any non-working faces of soil stockpiles, which will be in place longer than three months shall be temporarily seeded with grass, sod, or covered with a fabric to prevent movement of the soil.

Sediment/erosion control devices shall be installed along the perimeter of all staging areas.

All disturbed areas, greater than 10,000 square feet, in which construction activities have been stopped and are not anticipated to resume for a period of 7 days shall be temporarily seeded and mulched within five days of construction stoppage.

3.2 INSTALLATION

Installation of erosion and sediment control materials shall be per manufacturer recommendations and in accordance with FDOT standards.

3.3 MAINTENANCE AND INSPECTIONS

Contractor shall make a visual inspection of all sedimentation and erosion control devices (including turbidity barriers) on a daily basis and promptly after every rainstorm. If such inspection reveals that additional measures are needed to prevent movement of sediment beyond the barrier limits, the Contractor shall promptly install additional devices as needed. Sediment controls shall be promptly repaired and maintained, as needed.

The Contractor shall keep a log of all inspections indicating the following:

- Date and time of inspection
- Inspector
- Amount of rainfall
- Erosion and sediment control devices inspected
- Condition of sediment and erosion control devices
- Repairs or maintenance needed
- Date repair or maintenance is completed

017113 Mobilization/Demobilization

PART 1 GENERAL

1.1 SUMMARY

The Contractor shall furnish the labor, material, and equipment necessary for the preparatory work and in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site. The Contractor shall include the establishment of temporary offices, safety equipment, first aid supplies, sanitary and other facilities, as required by the specifications, General Conditions, Supplementary Conditions, General Requirements, state and local laws and regulations. The costs of bonds and any required insurance and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, field office and staging areas, shall also be included in this item. This item shall include temporary project signage and video monitoring. This item shall also include demobilization and clean up.

The Contractor shall provide all labor, material, and equipment necessary for construction layout and to complete and submit the final construction as-built survey. The final construction as-built survey shall include, but is not limited to, the following: road grades, storm structure locations, utility locations, signs, improvements, gravity sewer inverts, and grate elevations. The following requirements apply to the as-built survey:

- As-built survey must be prepared and certified by a Florida registered land surveyor.
- As-built survey shall be drawn to scale on 24"x36" sheets. Rights of way, easements and lot lines shall be accurately shown. Lot and block numbers and street names shall be included.
- Each sheet must be labeled as "AS-BUILT" in one inch bold letters.

- The name and address of the Florida registered land surveyor responsible for preparing the as-built shall be included on each sheet along with their original signature and seal.
- A north arrow must be included.
- Horizontal and vertical location of gas lines, water, sewer, cable, phone and electrical.
- A certification by the surveyor accepting responsibility of accuracy of information supplied on the as-built survey and a statement that all sewer and water mains are within easements and/or public right of ways.
- As-built survey shall be tied to the same horizontal and vertical datum established for construction purposes and shown on the as-built survey.
- Contractor shall submit three copies and one electronic copy of the preliminary as-built survey. Upon satisfaction of owner's comments on the preliminary as-built survey, contractor shall submit 5 sets of the final signed and certified as-built survey and an electronic drawing file in AutoCAD (dwg) format.

PART 2 PRODUCTS

N/A

PART 3 EXECUTION

N/A

036000 Grout Existing Storm Pipe

Refer to Section 121 (Flowable Fill) of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest revision.

310000 Earthwork

Refer to Section 120 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest revision.

311100 Clearing and Grubbing

Refer to Section 110 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest revision.

312333 Trenching and Backfilling

Refer to Section 125 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest revision.

329223 Sodding

Refer to Section 570 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest revision.

330130 Cured In Place Pipe Liner

Refer to Section 530 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest revision.

334100.01 Desilt Existing Storm Pipe

Refer to Section 430 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest revision.

This item includes the proper disposal of the debris and silt material removed from the storm sewer system.

334217 Reinforced Concrete Pipe (Elliptical)

Refer to Section 430 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest revision. Pipe video inspection shall be included in the cost of reinforced concrete pipe pay items. Pipe video inspection shall be provided for existing storm sewer pipes to be added to the storm sewer system within the project area.

334231 Storm Sewer Manhole

Refer to Section 425 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest revision.

334903 Storm Sewer Structures

Refer to Section 425 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest revision.

WOOD PROJECT NUMBER: 600268.3A

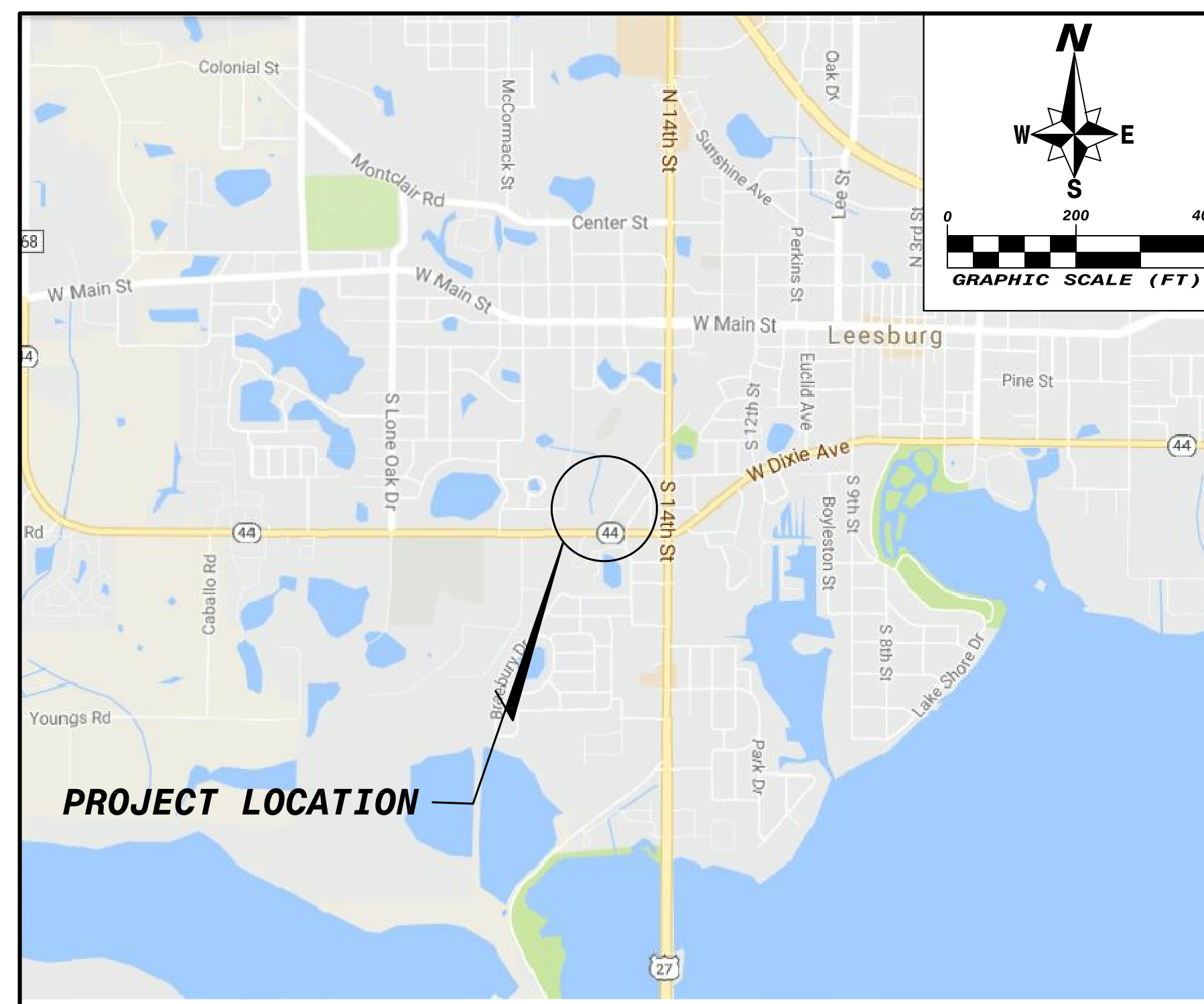
The seal of the City of Leesburg, Florida. It is a circular emblem with a dark outer ring containing the text "THE LAKEFRONT CITY" at the top and "LEESBURG" at the bottom. Inside the ring is a landscape scene featuring a large tree on the left, a body of water in the center, and a bird in flight on the right. Below the seal, the text "EST. 1857" is displayed.

**Southeastern
Surveying**

wood.

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Rev	Date	Description	Sheets

REVISIONS



INDEX OF DRAWINGS	
Sheet Number	Sheet Title
1	COVER
2	GENERAL NOTES
3	EXISTING CONDITIONS AND DEMOLITION PLAN
4	PLAN & PROFILE
5	PLAN & PROFILE
6	CONSTRUCTION DETAILS
7	STORMWATER POLLUTION PREVENTION PLAN



DAVID W. BUTCHER, P.E., STATE OF FLORIDA, PROFESSIONAL
ENGINEER, LICENSE NO. 55431
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY DAVID W.
BUTCHER, P.E.
ON DECEMBER 14, 2021 USING A SHA AUTHORIZATION CODE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED
SIGNED AND SEALED AND
THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT NUMBER: R00083A CITY: TAMPA
DRAWN BY: JEFFREY D. BROWN
DATE: 12/13/2021
PROJECT NAME: PO-BOY'S DITCH ENCLOSURE - PHASE 1
CITY OF LEESBURG
PROJECT NUMBER: R00083A CITY: TAMPA
DRAWN BY: JEFFREY D. BROWN
DATE: 12/13/2021
PROJECT NAME: PO-BOY'S DITCH ENCLOSURE - PHASE 1
CITY OF LEESBURG

GENERAL CONSTRUCTION NOTES

1. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN ACCORDING TO INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THIS WORK PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL CHECK PLANS AND FIELD CONDITIONS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER'S ENGINEER OF ANY CONFLICT BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA.
3. IF, DURING THE PERFORMANCE OF THE WORK, THE CONTRACTOR DISCOVERS ANY CONFLICT, ERROR, AMBIGUITY, OR DISCREPANCY BETWEEN THE PLANS AND ANY PROVISION OF ANY SUCH LAW OR REGULATION APPLICABLE TO THE PERFORMANCE OF THE WORK OR OF ANY SUCH STANDARD, SPECIFICATION, MANUAL, OR CODE OR OF ANY INSTRUCTION OF ANY SUPPLIER, THE CONTRACTOR SHALL REPORT IT TO THE ENGINEER IN WRITING AT ONCE.
4. CONTRACTOR SHALL ADHERE TO THE LATEST REVISIONS AND/OR LATEST EDITION OF STANDARDS, SPECIFICATIONS, MANUALS, OR CODES OF ANY TECHNICAL SOCIETY, ORGANIZATION OR ASSOCIATION, OR TO THE LAWS OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY INCLUDING: FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SUMMIT), CITY OF LEESBURG, AND LAKE COUNTY.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND LICENSES WHICH ARE APPLICABLE AND NECESSARY FOR THE EXECUTION OF THE WORK PRIOR TO CONSTRUCTION, AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY INSTRUCTIONS.
6. THE CONTRACTOR SHALL KEEP AT THE SITE AND IN GOOD ORDER, ONE RECOPY COPY OF ALL DRAWINGS AND SPECIFICATIONS. THESE DOCUMENTS SHALL BE ANNOTATED ON A CONTINUING BASIS TO SHOW ALL CHANGES MADE DURING THE CONSTRUCTION PROCESS AND AVAILABLE TO THE ENGINEER UPON REQUEST.
7. AT LEAST 3 WORKING DAYS PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND APPROPRIATE AGENCIES AND SUPPLY THEM WITH ALL REQUIRED SHOP DRAWINGS. THE CONTRACTOR'S NAME, STARTING DATE, PROJECTED SCHEDULE, AND OTHER INFORMATION AS REQUIRED. THE CONTRACTOR SHALL SUBMIT FOR REVIEW TO THE OWNER'S ENGINEER SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS TO BE USED ON THIS SITE. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE. ENGINEER'S APPROVAL OF A SHOP DRAWING DOES NOT RELIEVE CONTRACTOR'S RESPONSIBILITY FOR PERFORMANCE OF THE ITEM.
8. WORK PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH OTHER WORK BEING PERFORMED ON SITE BY OTHER CONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE CONTRACTOR TO COORDINATE AND SCHEDULE HIS ACTIVITIES, WHERE NECESSARY WITH OTHER CONTRACTOR'S AND UTILITY COMPANIES.
9. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR. REPAIR AND REPLACEMENT OF ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS BEFORE COMMENCING CONSTRUCTION WORK UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. ADDITIONAL COSTS ARE INCIDENTAL TO OTHER CONSTRUCTION AND NO EXTRA COMPENSATION WILL BE ALLOWED.
10. RECORD DRAWINGS:
A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING INFORMATION ON A SET OF THE APPROVED PLANS CONCURRENTLY WITH CONSTRUCTION PROGRESS. WITHIN TWO WEEKS FOLLOWING FINAL INSPECTION THE CONTRACTOR SHALL SUBMIT FIVE SETS OF RECORD DRAWINGS TO THE ENGINEER OF RECORD. THE FINAL RECORD DRAWINGS SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:
B. DRAWINGS SHALL BE LEGIBLY MARKED TO RECORD ACTUAL CONSTRUCTION.
C. DRAWINGS SHALL SHOW ACTUAL LOCATION OF ALL UTILITIES, AND RELATED APPURTENANCES, BOTH ABOVE AND BELOW GROUND. ALL CHANGES TO PIPING LOCATION INCLUDING HORIZONTAL AND VERTICAL LOCATIONS OF UTILITIES & APPURTENANCES SHALL BE CLEARLY SHOWN AND REFERENCED TO PERMANENT SURFACE IMPROVEMENTS. DRAWINGS SHALL ALSO SHOW ACTUAL INSTALLED PIPE MATERIAL, ETC.
D. DRAWINGS SHALL CLEARLY SHOW ALL FIELD CHANGES OF DIMENSION AND DETAIL INCLUDING CHANGES MADE BY FIELD ORDER OR BY CHANGE ORDER.
E. DRAWINGS SHALL CLEARLY SHOW ALL DETAILS NOT ON ORIGINAL CONTRACT DRAWINGS BUT CONSTRUCTED IN THE FIELD. ALL EQUIPMENT AND PIPING RELOCATION SHALL BE CLEARLY SHOWN.
F. LOCATIONS OF ALL MANHOLES, HYDRANTS, VALVES, & VALVE BOXES SHALL BE SHOWN.
G. THE CONTRACTOR SHALL PROVIDE CERTIFIED RECORD DRAWINGS, SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR. THE RECORD DRAWINGS SHALL SHOW FINAL GRADES AND LOCATIONS ON ALL UTILITIES INCLUDING THE SANITARY SEWER, WATER, PRODUCT PIPING, AND STORM WATER COLLECTION SYSTEM (I.E. PIPES, INLETS, AND PONDS). THE CONTRACTOR SHALL PROVIDE TEN COPIES OF THE CERTIFIED RECORD DRAWINGS TO THE ENGINEER.

11. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES, OR THE SAFETY PRECAUTIONS AND PROGRAMS USED. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO PERFORM THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
12. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, ANY SUBCONTRACTORS, ANY AGENTS, EMPLOYEES, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK.

SURVEY NOTES

1. ALL EXISTING SURVEY MONUMENTS, GPS MONUMENTS OR PUBLIC LAND CORNERS SHALL BE PROTECTED. IF A CORNER OR MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR'S CONSTRUCTION MANAGER SHALL NOTIFY THE COUNTY SURVEYOR WITHOUT DELAY BY TELEPHONE.
2. THE EXISTING TOPOGRAPHIC INFORMATION DEPICTED WITHIN THIS SET OF CONSTRUCTION DRAWINGS IS PER THE "COMMERCE ST., INDUSTRIAL ST. DITCH ENCLOSURE TOPOGRAPHIC SURVEY" PERFORMED BY SOUTHEASTERN SURVEYING AND MAPPING CORPORATION ON AUGUST 28, 2012, CERTIFIED BY JAMES L. PETERSEN, PLS NO. 4791.
3. VERTICAL INFORMATION SHOWN REFERS TO CITY OF LEESBURG POINT #95-25, PUBLISHED ELEVATION = 83.57 FEET, NAVD 83.
4. THE HORIZONTAL POSITIONS FOR ALL FEATURES SHOWN ON THE MAP ARE RELATIVE TO NORTH AMERICAN DATUM, 1983, 1990 ADJUSTMENT, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE. CONTROL POINTS USED FOR THIS SURVEY ARE CITY OF LEESBURG ENGINEERING DEPARTMENT POINTS #LE03 AND #LE04.
5. SITE BOUNDARIES AND RIGHTS OF WAY DEPICTED WITHIN THESE PLANS ARE BASED ON LAKE COUNTY PROPERTY APPRAISERS DATA, AND LIMITED RECOVERY OF EXISTING MONUMENTATION IS SHOWN FOR INFORMATIONAL PURPOSES ONLY. THIS IS NOT A BOUNDARY SURVEY.
6. ADDITIONAL SOURCES OF EXISTING TOPOGRAPHIC SURVEY INFORMATION INCLUDE LIDAR CONTOUR INFORMATION, AS OBTAINED FROM LAKE COUNTY, DATED 2007/2008, AREA "G".
7. UNDERGROUND IMPROVEMENTS SUCH AS FOUNDATIONS AND UTILITIES WERE NOT LOCATED. ALL UNDERGROUND UTILITY LOCATIONS SHOWN HEREON ARE APPROXIMATE AND WERE DETERMINED FROM VISIBLE SURFACE FEATURES INDICATING UNDERGROUND LINES SUCH AS MANHOLES, VALVES, CATCH BASINS, WATER METERS, FLAGS AND PAINT MARKS BY OTHERS, ETC. THERE MAY BE ADDITIONAL UNDERGROUND IMPROVEMENTS. ACTUAL LOCATION, SIZE OR DEPTH OF LINE SHOULD BE VERIFIED WITH THE INDIVIDUAL UTILITY COMPANY PRIOR TO EXCAVATION OR CONSTRUCTION.

SAFETY NOTES

1. DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY REGULATIONS. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF ITS PERSONNEL. LAOS SAFETY REGULATIONS SHALL BE AS SET FORTH BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) IN THE FEDERAL REGISTER OF THE DEPARTMENT OF LABOR.
2. THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF THE FEDERAL HIGHWAY ADMINISTRATION TRAFFIC ON UNIFORM TRAFFIC CONTROL DEVICES SHALL BE FOLLOWED IN THE DESIGN APPLICATION, INSTALLATION, MAINTENANCE, AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES, AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND WORKS FROM HAZARDS WITHIN THE PROJECT LIMITS.
3. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.

NOTE:
CONSTRUCTION PLANS ARE AVAILABLE IN AUTODESK CIVIL 3D FORMAT ONLY. ANY FILE CONVERSIONS WILL BE AT THE CONTRACTOR'S EXPENSE.

CLEARING AND EROSION CONTROL NOTES

1. PRIOR TO ANY SITE CLEARING, ALL TREES SHOWN TO REMAIN ON THE CONSTRUCTION PLANS SHALL BE PROTECTED IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY'S TREE ORDINANCE AND DETAILS CONTAINED IN THESE PLANS. FLORIDA NATIVE TREES OF 4 INCH CALIPER OR GREATER TRUNK DIAMETER SHALL BE SAVED WHEREVER THEY WILL NOT CONSTITUTE A SAFETY HAZARD AND SHALL NOT BE DEBACED BY CONSTRUCTION ACTIVITIES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THESE TREES IN GOOD CONDITION. NO TREES SHOWN TO REMAIN SHALL BE REMOVED WITHOUT WRITTEN APPROVAL FROM THE OWNER. ONLY "GRAZING BY HAND" IS PERMITTED WITHIN THE CANOPY LINE OF TREES THAT ARE TO REMAIN.
2. THE CONTRACTOR IS TO PREPARE THE SITE PRIOR TO BEGINNING ACTUAL CONSTRUCTION IN ACCORDANCE WITH THE SOILS TESTING REPORT. COPIES OF THE SOILS REPORT ARE AVAILABLE THROUGH THE OWNER OR THE SOILS TESTING COMPANY. QUESTIONS REGARDING SITE PREPARATION REQUIREMENTS DESCRIBED IN THE SOILS REPORT ARE TO BE DIRECTED TO THE SOILS TESTING COMPANY.
3. CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE PORTIONS OF THE SITE NECESSARY FOR CONSTRUCTION. DISTURBED AREAS SHALL BE SEEDED, MULCHED, OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL AS SOON AS GRADING IS COMPLETED AND/OR IS PRACTICABLE. AREAS ANTICIPATED BEING LEFT DISTURBED OR DEMOLISHED FOR LONGER THAN 21 DAYS SHALL BE STABILIZED WITH TEMPORARY STABILIZATION WITHIN 14 DAYS OF DISTURBANCE. NO AREAS SHALL BE LEFT DISTURBED OR DEMOLISHED FOR LONGER THAN 21 DAYS.
4. THE TOP 4" TO 6" OF GROUND REMOVED DURING CLEARING AND GRUBBING SHALL BE STOCKPILED AT A SITE DESIGNATED BY THE OWNER TO BE USED FOR LANDSCAPING PURPOSES, UNLESS OTHERWISE DIRECTED BY THE OWNER. SYNTHETIC BALES OR SILT FENCE SHALL BE PLACED ALONG THE STOCKPILE PERIMETER FOR EROSION CONTROL.
5. ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS.
6. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR REMOVING ANY EXISTING STRUCTURES.
7. THE CONTRACTOR SHALL OBTAIN SITE CLEARING & TREE REMOVAL PERMIT PRIOR TO INSTALLATION OF ANY UNDERGROUND UTILITIES AND CLEARING THE SITE, IF APPLICABLE.
8. DURING CONSTRUCTION, ALL STORM SEWER INLETS IN THE VICINITY OF THE PROJECT SHALL BE PROTECTED BY SEDIMENT TRAPS SUCH AS SECURED SYNTHETIC BALES, SOO, STONE, ETC., WHICH SHALL BE MAINTAINED AND MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS.
9. ALL DISTURBED AREAS WHICH ARE NOT TO BE SODDED ARE TO BE SEEDED, MULCHED AND WATERED TO FOOT STANDARDS AND MAINTAINED UNTIL A SATISFACTORY STAND OF GRASS ACCEPTABLE TO THE REGULATORY AGENCY AND ENGINEER HAVE BEEN OBTAINED. ANY WASHOUTS, REGRADING, RESEEDING, AND GRASSING WORK, AND OTHER EROSION WORK REQUIRED, WILL BE PERFORMED BY THE CONTRACTOR UNTIL THE SYSTEM IS ACCEPTED FOR MAINTENANCE BY THE REGULATORY AGENCY AND THE ENGINEER.
10. THE CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (SYNTHETIC BALE, TURBIDITY BARRIER OR STAKED SILT FENCE) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS, WATERWAYS, AND EXISTING NETWORKS. IN ADDITION, THE CONTRACTOR SHALL PLACE STRAW, MULCH, OR OTHER SUITABLE MATERIAL ON GROUND IN AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT THE SITE. IF, IN THE OPINION OF THE ENGINEER AND/OR LOCAL AUTHORITIES, EXCESSIVE QUANTITIES OF EARTH ARE TRANSPORTED OFF-SITE EITHER BY NATURAL DRAINAGE OR BY VEHICULAR TRAFFIC, THE CONTRACTOR IS TO RECOVER SAID EARTH TO THE SATISFACTION OF THE ENGINEER AND/OR AUTHORITIES.
11. IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING SPRINKLING, IRRIGATION, OR OTHER ACCEPTABLE METHODS.
12. THERE SHALL BE NO DISCHARGE (I.E. PUMPING, SHEET FLOW, SWALE, DITCH, ETC.) INTO AN EXISTING LAKE SYSTEM, WETLAND, OR CANAL, WITHOUT THE USE OF SETTLING PONDS. IF THE CONTRACTOR DESIRES TO DISCHARGE INTO THE EXISTING LAKE SYSTEM OR CANAL, A SETTLING POND PLAN MUST BE SUBMITTED AND APPROVED BY THE ENGINEER AND LOCAL REGULATORY AGENCY PRIOR TO CONSTRUCTION. REFER TO THE STORMWATER POLLUTION PLAN FOR POSSIBLE TURBIDITY CONTROL OPTIONS FOR DETERMINING OF THE SITE, IF APPLICABLE.
13. ALL FINISHED EARTH SURFACES WITHIN PUBLIC RIGHT-OF-WAY SHALL BE GRASSED ACCORDING TO THE FOLLOWING CRITERIA TO PREVENT EROSION AND TO IMPROVE THE APPEARANCE OF THE COMPLETED WORK.
ALL SWALES AND RETENTION / DETENTION AREAS AND SLOPES OF 4:1 OR GREATER SHALL BE SODDED.
ALL SWALE DITCHES, WITH AN AVERAGE VELOCITY EXCEEDING 2 FEET PER SECOND, SHALL BE SODDED. IN NO CASE SHALL SWALE VELOCITIES EXCEED 6 FEET PER SECOND FOR DITCH SLOPES LESS THAN 5% AND 4 FEET PER SECOND FOR DITCH SLOPES GREATER THAN 5%.

EXISTING ON-SITE STORM SEWER PIPES TO BE DEMOLISHED SHALL BE PLUGED AT THE PROPERTY BOUNDARY PER FOOT INDEX 280.

UTILITY NOTES

1. CHAPTER 77-153 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO FULL WORKING DAYS (NOT INCLUDING THE DAY THE LOCATE CALL WAS PLACED) PRIOR TO EXCAVATING. MAPS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAINS AND DO NOT SHOW ALL SERVICE LINES. THE ONLY SAFE AND PROPER WAY TO LOCATE EITHER MAINS OR SERVICE LINES IS BY AN ON-SITE INSPECTION BY THE RESPECTIVE GAS PERSONNEL. THEREFORE, EXCAVATORS ARE INSTRUCTED TO TELEPHONE THE RESPECTIVE GAS COMPANY TWO WORKING DAYS BEFORE ENTERING A CONSTRUCTION AREA.
2. ALL UNDERGROUND UTILITIES MUST BE IN PLACE, TESTED AND INSPECTED AS REQUIRED PRIOR TO BASE AND SURFACE CONSTRUCTION.
3. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES IN ORDER TO PERMIT MARKING THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN ADVANCE OF CONSTRUCTION, BY CALLING FLORIDA SUNSHINE STATE ONE CALL CENTER OF FLORIDA, INC. AT 1-800-432-4770. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY "SUNSHINE" FORTY-EIGHT (48) HOURS PRIOR TO ANY CLEARING OF CONSTRUCTION TO IDENTIFY ALL UTILITY LOCATIONS.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES TO DISCONNECT OR REMOVE THEIR FACILITIES PRIOR TO REMOVING OR DEMOLISHING ANY EXISTING STRUCTURES FROM THE SITE. ALL UTILITIES INCLUDING, BUT NOT NECESSARILY LIMITED TO, THE FOLLOWING SHOULD BE CONTACTED BY THE CONTRACTOR:

ELECTRIC: CITY OF LEESBURG STEVE DAVIS 300 S. 6TH STREET LEESBURG, FL 34748 STEVE.DAVIS@LEESBURGFLORIDA.GOV PHONE: 352.728.9922	GAS: CITY OF LEESBURG KIMBERLEE KEENAN 300 S. 6TH STREET LEESBURG, FL 34748 KIM.KEENAN@LEESBURGFLORIDA.GOV PHONE: 352.728.9940
WATER: CITY OF LEESBURG GARY HUNNELL 550 S. 14TH STREET LEESBURG, FL 34748 GARY.HUNNELL@LEESBURGFLORIDA.GOV PHONE: 352.516.7131	WASTEWATER: CITY OF LEESBURG ROBERT BEARD 550 S. 14TH STREET LEESBURG, FL 34748 ROBERT.BEARD@LEESBURGFLORIDA.GOV PHONE: 352.728.8850
TELEPHONE: AT&T GREG JACOBSON 6015 BENJAMIN ROAD TAMPA, FL 33634 PHONE: 813.342.0512	CABLE: COMCAST CABLEVISION SCOTT OSEBOLD 8100 CR 44, LEG A LEESBURG, FL 34788 PHONE: 352.516.3824
CABLE: CENTURY LINK KIRBY SMITH 314 SE BROADWAY STREET Ocala, FL 34471 PHONE: 352.326.1722	

5. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH CITY OF LEESBURG FOR GAS MAIN ADJUSTMENTS. GAS MAIN ADJUSTMENTS SHALL BE PERFORMED BY CITY STAFF WITHIN TRENCHES EXCAVATED BY THE CONTRACTOR.

PAVING, GRADING, AND DRAINAGE NOTES

1. ALL DELETERIOUS MATERIAL (I.E., MUCK, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS OR AS DIRECTED BY THE OWNER'S ENGINEER OR OWNER'S SOIL TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS.
2. THE CONTRACTOR SHALL REVIEW SOIL REPORTS AND BORINGS PRIOR TO BIDDING THE PROJECT AND COMMENCING CONSTRUCTION, AS APPLICABLE.
3. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE SOILS ENGINEER. TESTS WILL BE REQUIRED PURSUANT TO THE TESTING SCHEDULE REQUIRED BY APPLICABLE REGULATORY AGENCIES AND AS MAY BE FOUND IN THE ENGINEERING CONSTRUCTION DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL TESTING WITH THE OWNER PRIOR TO COMMENCING CONSTRUCTION. UPON COMPLETION OF THE WORK, THE SOILS ENGINEER MUST SUBMIT COPIES OF ALL TESTING REPORTS TO THE OWNER'S ENGINEER.
4. SOILS ENGINEER SHALL SUPPLY THE DESIGN ENGINEER WITH A PHOTOCOPY OF ALL COMPACTION TESTS, ASPHALT RESULTS, AND CONCRETE RESULTS. THE SOILS ENGINEER IS TO CERTIFY TO THE DESIGN ENGINEER IN WRITING THAT ALL TESTING REQUIREMENTS REQUIRED BY THE LOCAL REGULATORY AGENCY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE IMPROVEMENTS, AS REQUIRED BY THE ENGINEERING CONSTRUCTION DRAWINGS FOR THE PROPOSED WORK, HAVE BEEN SATISFIED.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND SHALL PROVIDE BRACING, SHEETING, OR SHORING AS NECESSARY. TRENCHES SHALL BE KEPT DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED. DEWATERING SHALL BE USED AS REQUIRED AND PERMITTED THROUGH LOCAL GOVERNMENTAL AND WATER MANAGEMENT DISTRICTS PER CURRENT REGULATIONS.
6. BACKFILL MATERIAL SHALL BE SOLIDLY TAMPED AND COMPACTED TO A FIRMNESS EQUAL TO THAT OF THE SOIL ADJACENT TO THE TRENCH AROUND PIPES IN 6" LAYERS UP TO AN UNDISTURBED LEVEL OF AT LEAST 1" ABOVE THE TOP OF THE PIPE. IN AREAS TO BE PAVED, BACKFILL SHALL BE COMPACTED TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
7. CLASS "B" TYPE I BEDDING SHALL BE USED UNLESS INDICATED OTHERWISE ON THE DRAWINGS, OR BY THE ENGINEER.
8. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADE UNLESS OTHERWISE NOTED ON THE DRAWINGS.
9. REFER TO THE LATEST EDITION OF FOOT "ROADWAY AND TRAFFIC DESIGN STANDARDS" FOR DETAILS AND SPECIFICATIONS OF ALL FOOT TYPE CURBING AND GUTTERS CALLED FOR ON THESE PLANS.
10. PRIOR TO CONSTRUCTION OF CONCRETE PAVEMENT, THE CONTRACTOR SHALL SUBMIT A PROPOSED JOINTING PATTERN TO THE OWNER'S ENGINEER FOR REVIEW.
11. CONTRACTOR SHALL TRIM, TACK, AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT.
12. SIDEWALK CONSTRUCTION SHALL BE FLUSH WITH PAVEMENT WHERE THEY ARE ADJACENT OR MEET, UNLESS OTHERWISE SHOWN.
13. THE CONTRACTOR/SUBCONTRACTOR SHALL PLACE A 1" DEEP CONTRACTION JOINT EVERY 10' IN THE PROPOSED SIDEWALK.
14. THE CONTRACTOR SHALL PROVIDE A 1/2" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER AT ADJUNCTION OF CONCRETE AND ANY STRUCTURE.
15. CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF AT LEAST 3,000 P.S.I. IN 28 DAYS, UNLESS OTHERWISE NOTED, AND REFINISHED.
16. REINFORCING SHALL BE BILLET STEEL BARS CONFORMING TO ASTM A615 GRADE 40 OR BETTER.
17. ALL PAVEMENT MARKING SHALL BE MADE WITH PERMANENT THERMOPLASTIC AND SHALL CONFORM TO FOOT STANDARD INDEX NO. 17246, SHEETS 1-7. PARKING STALL STRIPING TO BE 4" WIDE PAINTED STRIPES. ON-SITE STRIPE COLOR SHALL BE WHITE EXCEPT AS SHOWN ON THE ENGINEERING PLANS. PARKING STALL STRIPING SHALL BE COMPATIBLE WITH THE PAVEMENT TYPE (I.E., CONCRETE, ASPHALT) AND SPECIFICATIONS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL.
18. ALL STORMWATER PIPE NOTED ON THE PLANS AS RCP SHALL BE REINFORCED CONCRETE PIPE, CLASS III, WITH RUBBER GASKET JOINTS.
19. CONTRACTOR SHALL INSTALL STORM PIPING AND CULVERTS IN ACCORDANCE WITH FOOT INDEX 205 AND PLACE EXTRA BASE MATERIAL WHEN THE DISTANCE BETWEEN THE PAVEMENT ELEVATION AND THE TOP OF THE PIPE OR BELL IS LESS THAN TWELVE INCHES.
20. CONTRACTOR SHALL DESIIT EXISTING STORM PIPES TO BE INCORPORATED INTO NEW STORM SEWER SYSTEM. CITY INSPECTIONS, PER FOOT SPECIFICATIONS, SHALL BE PERFORMED FOR THESE PIPES AND PROVIDED TO THE ENGINEER PRIOR TO STORM STRUCTURE INSTALLATION.

MAINTENANCE OF TRAFFIC NOTES

1. MAINTENANCE OF TRAFFIC FOR WORK WITHIN THE RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN STANDARDS. THE NOT PLAN MUST COMPLY WITH FOOT STANDARD INDEX 600 SERIES.
2. LANE CLOSURES ARE ALLOWED BETWEEN 9 AM AND 4 PM ONLY. THE CITY OF LEESBURG AND THE ENGINEER RESERVE THE RIGHT TO REQUIRE DIFFERENT HOURS, INCLUDING NIGHT WORK.
3. WORK WITHIN THE RIGHT-OF-WAY SHALL NOT EXCEED ONE DAYLIGHT PERIOD. AT THE END OF EACH DAY (NO LATER THAN 5 PM), THE RIGHT-OF-WAY (INCLUDING ALL TRAVEL LANES) SHALL BE RESTORED FOR SAFE VEHICULAR TRAFFIC. NO DROP-OFF CONDITIONS ARE ALLOWED TO REMAIN. NO MATERIALS, EQUIPMENT, ETC. SHALL BE STORED WITHIN THE ROADWAY CLEAR ZONE WHILE THE WORK ZONE IS INACTIVE.
4. SHOULD CONDITIONS REQUIRE LANE CLOSURES FOR MORE THAN ONE DAYLIGHT PERIOD, THE CONTRACTOR SHALL SUBMIT, IN WRITING, DETAILED JUSTIFICATION FOR THE EXTENDED LANE CLOSURE. IN ADDITION, A DETAILED MAINTENANCE OF TRAFFIC PLAN IN ACCORDANCE WITH FOOT STANDARD DRAWINGS WILL BE REQUIRED. PRIOR APPROVAL FROM THE ENGINEER AND THE CITY OF LEESBURG WILL BE REQUIRED FOR ANY EXTENDED LANE CLOSURES.
5. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING THE WORK ZONE TRAFFIC CONTROL SUPERVISOR PRIOR TO THE START OF ANY WORK WITHIN THE RIGHT-OF-WAY. PROVIDE A COPY OF THE WORKSITE TRAFFIC SUPERVISOR'S (WTS) CERTIFICATE OF QUALIFICATION FOR HAVING COMPLETED AN FDOT APPROVED COURSE IN ADVANCED MAINTENANCE OF TRAFFIC.
6. CONTRACTOR TO PROVIDE FOR MAINTENANCE OF TRAFFIC PLAN TO MAINTAIN ACCESS TO ALL PROPERTIES WITHIN THE PROJECT WORK AREA. TEMPORARY ACCESS MAY BE PROVIDED BY STABILIZED DRIVEWAY AND ACCESS LANES AS APPROVED BY THE CITY OF LEESBURG AND ENGINEER.

SUMMARY OF ESTIMATED QUANTITIES

Item No.	Description	Unit	Quantity
015526	Maintenance of Traffic	LS	1
015713	Temporary Erosion & Sediment Control	LS	1
017113	Mobilization/Demobilization	LS	1
036000	Grout Existing Storm Pipe	CY	16
311100	Clearing & Grubbing	LS	1
329223	Sodding	SY	400
334100.01	Desilt & Remove Debris (12" through 36")	LF	513
334217.30	Reinforced Concrete Pipe (Elliptical) (30")	LF	180
334231.53	Manhole (Type J8) (Over 10 Ft Depth)	EA	1
334903.01	Ditch Bottom Inlet - Type C (Under 10 Ft Depth)	EA	1

ALTERNATE BID ESTIMATED QUANTITIES

Item No.	Description	Unit	Quantity
330130.30	Cured in Place Pipe Liner (30")	LF	272
330130.36	Cured in Place Pipe Liner (36")	LF	43

wood.

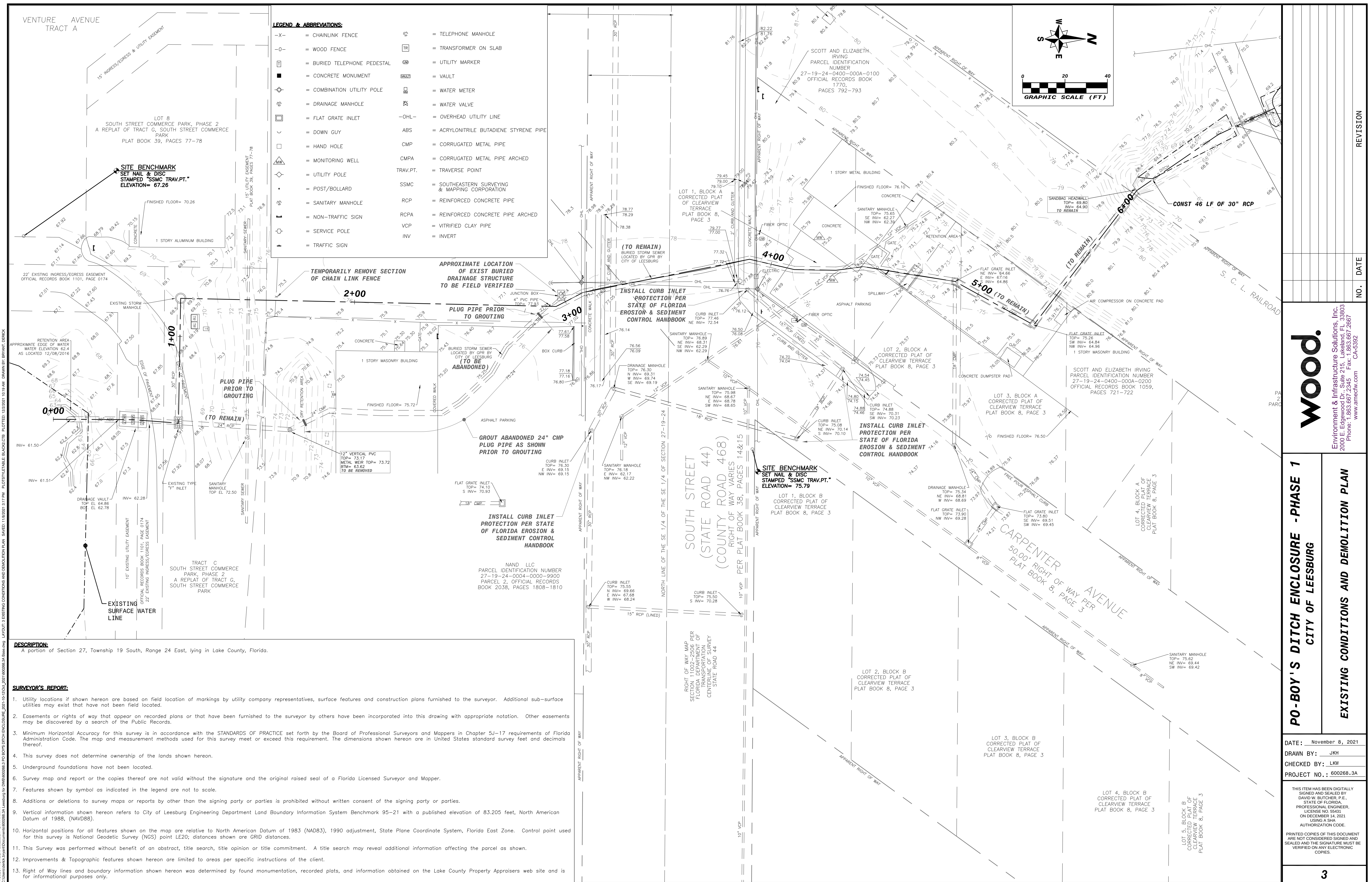
Environment & Infrastructure Solutions, Inc.
2000 E. Edgewood Dr., Suite 215, Lakeland, FL 33803
Phone: 1.883.667.2345 Fax: 1.883.667.2667
www.amectw.com CA-5392

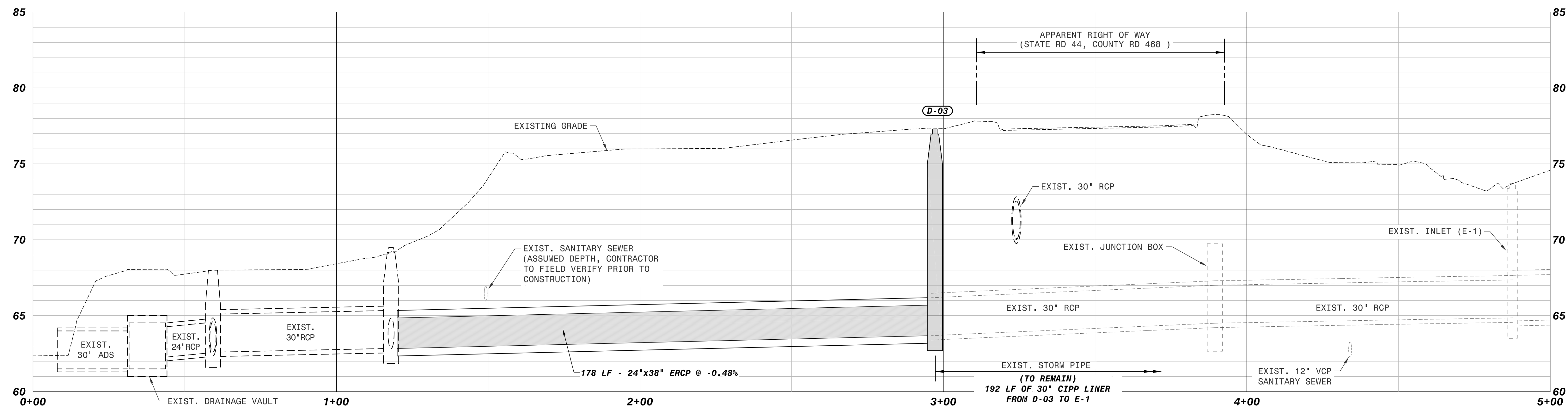
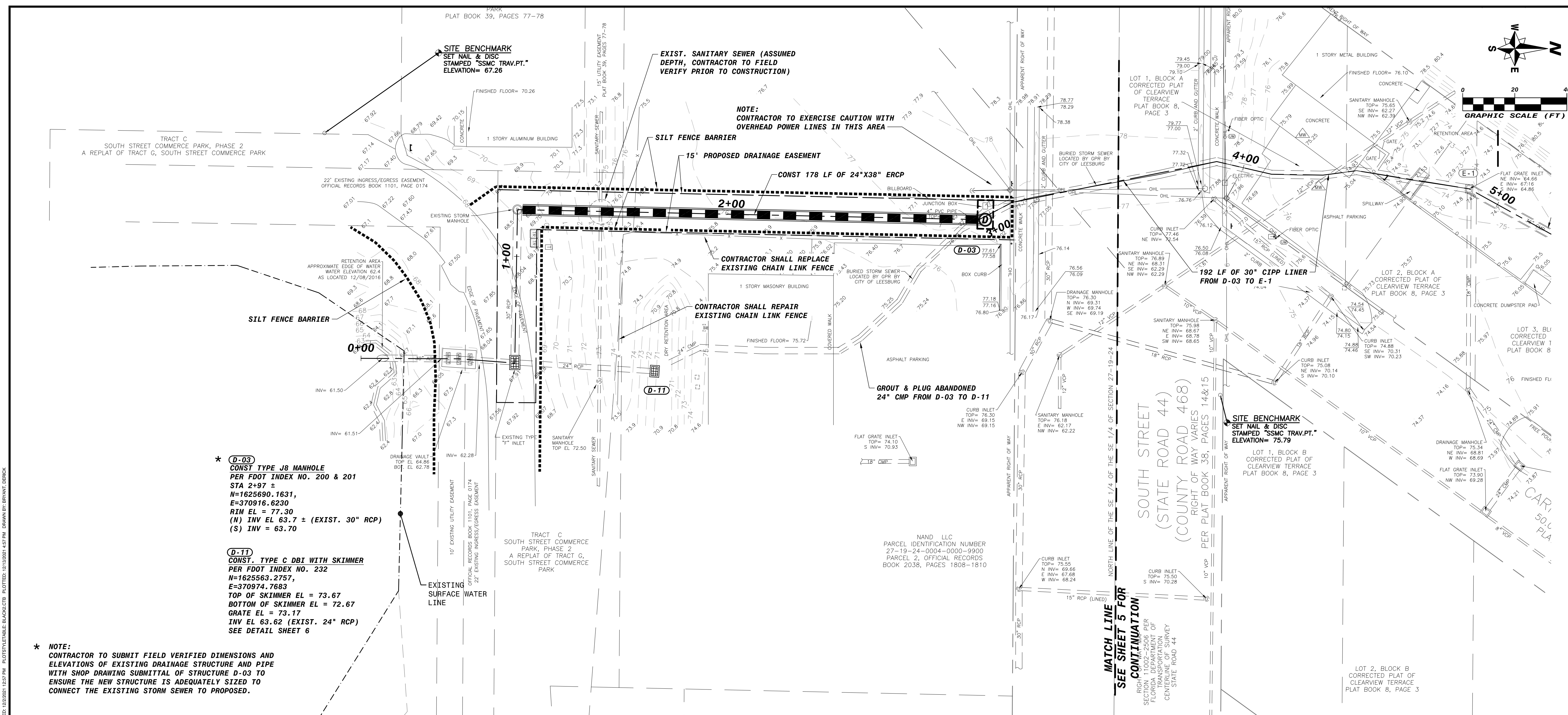
PO-BOY'S DITCH ENCLOSURE - PHASE 1
CITY OF LEESBURG

GENERAL NOTES

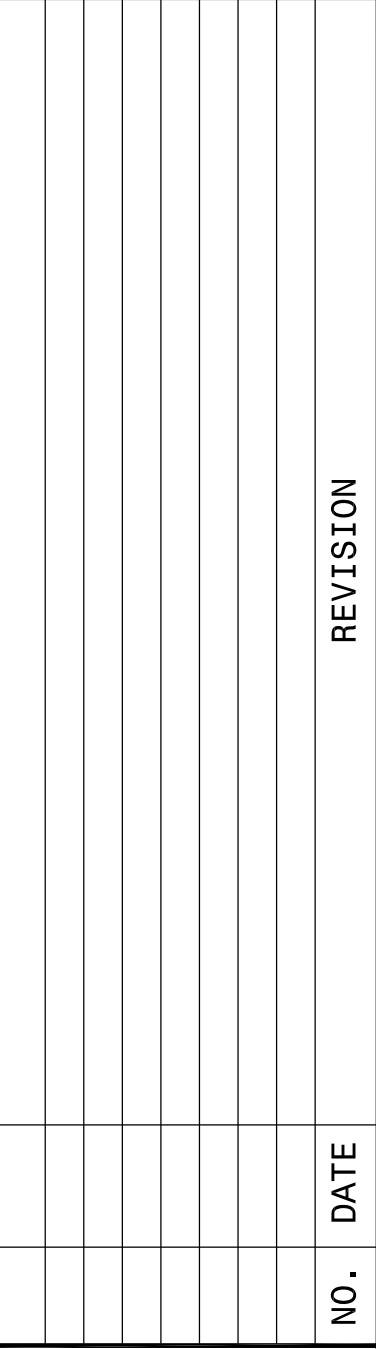
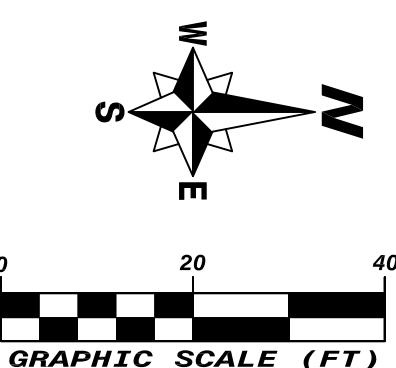
DATE: December 13, 2021
DRAWN BY: #####
CHECKED BY: #####
PROJECT NO.: 600268.3A

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY DAVID W. BUTCHER, P.E., STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 5461, ON DECEMBER 14, 2021 USING A SHA AUTHORIZATION CODE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.





PO-BOY'S DITCH ENCLOSURE - PHASE 1 CITY OF LEESBURG		PLAN & PROFILE		wood. Environment & Infrastructure Solutions, Inc. 2000 E. Edgewood Dr., Suite 215, Lakeland, FL 33803 Phone: 1-888-343-7267 Fax: 888-967-2867 www.enesdw.com CA-5392		NO. DATE		REVISION	
DATE: December 2, 2021		DRAWN BY: JKH		CHECKED BY: LKH		PROJECT NO.: 600268.3A		PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.	
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY DAVID W. BUTCHER, P.E., STATE OF FLORIDA PROFESSIONAL ENGINEER, LICENSE NO. 55421 ON DECEMBER 14, 2021 USING A SHA AUTHORIZATION CODE.		4							



Environment & Infrastructure Solutions, Inc.
 2000 E. Edgewood Dr., Suite 215, Lakeland, FL 33803
 Phone: 1.863.667.2345 Fax: 1.863.667.2667
www.amectw.com CA-5392

PLAN & PROFILE

THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY
DAVID W. BUTCHER, P.E.,
STATE OF FLORIDA,
PROFESSIONAL ENGINEER,
LICENSE NO. 55431
ON DECEMBER 14, 2021
USING A SHA
AUTHORIZATION CODE.

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VERIFIED ON ANY ELECTRONIC
COPIES.

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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: November 13, 2023

From: Aaliyah Davis, (Purchasing Manager), Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with DB Civil Construction, LLC. for an amount of \$755,782.80; and providing an effective date.

Staff Recommendation:

Staff recommends award of Invitation for Bid (IFB) 231901 – Forcemain South 27 (Royal Highlands to Turnpike - Lift Station 70) to DB Civil Construction, and approve the Resolution authorizing execution of the Construction Services Agreement for an amount of \$755,782.80.

Analysis:

The purpose of this project is that the proposed force main replacement will utilize directional drilling methods at the U.S. Highway 27 and Monarch Boulevard intersection portion of the alignment and will conduct open trench methods throughout the remainder of the alignment. There is an existing 8” Force main leaving LS 70 (Main lift station for Royal Highlands Development.) This project will replace the 8” pipe running from the lift station to the south side of the turnpike. This line has had many breaks in it over the past couple years and needs to be replaced. The project will be upgrading the pipe from an 8” leaving the station to a 10” approximately 2,993 feet to the Blue Cedar intersection. A tee & valve will be installed at this point for a future house development along Blue Cedar. After this tee & valve, the line will then be a 12” continuing north on U.S. Highway 27 approximately 1,239 feet where it will tie back into the existing line going under the turnpike.

Procurement Analysis:

On October 31, 2023 the Procurement Division issued Invitation for Bids (IFB) 231901 for the Forcemain South 27 (Royal Highlands to Turnpike - Lift Station 70) project. On October 31, 2023, the City received eight (8) bid responses. The summary of the bid responses is provided below:

<u>Contractor</u>	<u>Total Bid Amount</u>
DB Civil Construction, LLC.	\$755,782.50
Southern Times Service	\$874,139.72
Marlin Construction Company, Inc.	\$914,327.69
EZ Contracting, LLC.	\$1,007,649.40
Carr & Collier, Inc.	\$1,070,132.40
Providence Construction & Development Company	\$1,174,904.16

Art Walker Construction, Inc.	\$1,491,987.60
AMCON Development Group, LLC.	\$1,628,236.12

Options:

1. Approve the resolution authorizing execution of the agreement with DB Civil Construction, LLC.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The Wastewater Capital Projects budget includes funds for this project.

Account No.	044-4099-535-6410
Project No.	440002
WF No.	WF1429908
Requisition	55730
Budget	\$1,750,712.00
Available	\$1,631,531.19

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONSTRUCTION SERVICES AGREEMENT WITH DB CIVIL
CONSTRUCTION, LLC. FOR AN AMOUNT OF \$755,782.80; AND PROVIDING
AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with DB CIVIL CONSTRUCTION, LLC. whose address is 4475 US 1 South, Suite 707, Saint Augustine, Florida 32086 for Lift Station No. 70 Force Main Replacement.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of November 2023.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made as of the 13th day of November in the year 2023, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **DB CIVIL CONSTRUCTION, LLC.** whose address is 4475 US 1 South, Suite 707, St. Augustine, Florida 32086 (hereinafter referred to as the “CONTRACTOR”).

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. CONTRACT DOCUMENTS

The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.

- a. This Agreement; and
- b. Invitation for Bid (IFB) 231901 – Lift Station No. 70 Force Main Replacement Technical Specifications; and
- c. The Construction Plans titled Lift Station 70 Force Main Replacement prepared by Halff Associates, Inc.; and
- d. Schedule of Contract Items included as Attachment ‘A’; and
- e. Supplemental Conditions included as Attachment ‘B’; and

2. SCOPE OF SERVICES

The CONTRACTOR shall furnish the following services generally described as the “LIFT STATION NO. 70 FORCE MAIN REPLACEMENT” to the CITY as listed in Invitation for Bid 231901. Nothing herein shall limit the CITY’S right to obtain bids or proposals for services from other contractors for same or similar work.

3. TOTAL CONSTRUCTION COST

The CONTRACTOR shall perform the Services for a total price not to exceed **\$755,782.80**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

4. LABOR AND MATERIALS

The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY’s representative.

5. TERM OF AGREEMENT

This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY’s authorized

representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

6. COMMENCEMENT AND COMPLETION

The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **TWENTY ONE (21)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later **ONE HUNDRED TWENTY (120)** continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

7. LIQUIDATED DAMAGES

The CONTRACTOR shall consider all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his need of knowledge of said contingent work as an excuse for delay in his work or for non-performance.

If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, CONTRACTOR shall pay to the CITY liquidated damages in the amount of ONE-HUNDRED TWENTY-FIVE DOLLARS (\$125.00) per calendar day, which CITY is hereby authorized to deduct from the final draw before paying any remaining amount to CONTRACTOR. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the CITY due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the CITY would suffer, and therefore does not constitute a penalty or forfeiture. CONTRACTOR acknowledges that this provision is material to the CITY and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the CONTRACTOR shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

Nothing shall be construed as limiting the right of the CITY to declare the Contract forfeited, or to take over the work, or to claim damages for the failure of the CONTRACTOR to abide by each and every one of the terms of the Contract Documents. The completion date shall be construed as being the date on which the work is fully accepted by the CITY.

8. GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT

Performance and Payment Bonds (Separate bonds), written by a Surety firm satisfactory to the City of Leesburg on forms acceptable to the CITY which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that CONTRACTOR will deliver a complete project under this Contract in strict accordance with the Contract Documents and will,

after receiving payment from the CITY, pay promptly all persons supplying him with labor or materials for work.

The Performance and Payment Bonds will be equal to 100% of the Agreement amount for services. The cost of the bonds shall be borne by the CONTRACTOR. The bonds shall be written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

- a. Rating: The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.
- b. Bonding Limit: Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

The completed Bonds will be executed in four (4) counterparts and delivered to the City of Leesburg Procurement Division with the required Power-of-Attorney. The City must receive the Bonds before a Notice to Proceed will be issued.

9. **TERMINATION FOR CONVENIENCE OR CAUSE.**

a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written notice of termination.

b. **For Cause or Default.** If, through any cause, the CONTRACTOR should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY will have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the

CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

10. FORCE MAJEURE

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence affecting either party that impacts the performance period under this contract, the affected party shall give immediate written notice

to the other party to explain the cause and probable duration of any such affect on the performance period.

11. INSURANCE REQUIREMENTS.

a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.

- i All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
- ii The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors' work.
- iii The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater. iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
- iv The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
- v All liability insurance, except professional liability, shall be written on an occurrence basis.
- vi The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- vii Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.

- i Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
- ii The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
- iii The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.

- iv The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- v The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- vi The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

- i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.

d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers' liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

12. WAIVER OF LIEN

The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

13. INDEMNIFICATION

This Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06. The CONTRACTOR shall indemnify the CITY and hold it, its officers,

and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

14. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

15. SEVERABILITY OF ILLEGAL PROVISIONS

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

16. CODES, LAWS, AND REGULATIONS

CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

17. PERMITS, LICENSES, AND FEES

CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

18. PUBLIC RECORDS RETENTION

CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not

disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

19. ACCESS TO RECORDS

The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

20. CONTINGENT FEES PROHIBITED

The CONTRACTOR warrants that he or she 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 Agreement and that he or she 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 Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

21. ACCEPTANCE OF GOODS OR SERVICES

The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) or service(s) is (are) accepted by the CITY and shall comply with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods or services purchased as a result of this solicitation or Agreement may be tested or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for

any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

22. OWNERSHIP OF DOCUMENTS

All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

23. INDEPENDENT CONTRACTOR

The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

24. ASSIGNMENT

Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

25. NO THIRD-PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

26. NOTICES

All notices, certifications or communications required by this Agreement shall be

given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail.

If to CONTRACTOR: DB Civil Construction
David Borchert
4475 US 1 South, Suite 707
Saint Augustine, Florida 32159
352-267-4664
dborchert@dbcivilconstruction.com

If to City of Leesburg: Aaliyah Davis
Purchasing Manager
501 West Meadow Street
Leesburg, Florida 34748
Aaliyah.davis@leesburgflorida.gov
(352) 728-9880

27. GOVERNING LAW

This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

28. JURISDICTION AND VENUE

The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Lake County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Lake County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

29. APPROVAL OF PERSONNEL

The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

30. DISCLOSURE OF CONFLICT

The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

31. WARRANTY

The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

32. RISK OF LOSS

The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

33. EMPLOYMENT ELIGIBILITY

The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

34. ILLEGAL ALIEN LABOR

CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section

448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is following the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

35. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

36. AUTHORITY TO OBLIGATE

Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

DB CIVIL CONSTRUCTION, LLC

By: _____

Printed _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

Attachment 'A'
SCHEDULE OF CONTRACT ITEMS

City of Leesburg - Lift Station #70 Main Replacement (231901)					
<i>Item #</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
1	Mobilization / Demobilization	1	LS	\$ 60,000.00	\$ 60,000.00
2	Payment/Performance Bond	1	LS	\$ 7,000.00	\$ 7,000.00
3	Bid Bond/Bid Guarantee	1	LS	\$ 100.00	\$ 100.00
4	Erosion Control/Silt Fence	4000	LF	\$ 1.50	\$ 6,000.00
5	Open Cut & Repair Dirt Roadway	70	SY	\$ 25.00	\$ 1,750.00
6	10" C900 PVC Pipe	2066	LF	\$ 64.00	\$ 132,224.00
7	12" C900 PVC Pipe	1737	LF	\$ 85.00	\$ 147,645.00
8	8" Plug Valve & Box	2	EA	\$ 4,000.00	\$ 8,000.00
9	10" Plug Valve & Box	6	EA	\$ 5,500.00	\$ 33,000.00
10	12" Plug Valve & Box	3	EA	\$ 6,500.00	\$ 19,500.00
11	DIP Fittings	1	LS	\$ 98,400.00	\$ 98,400.00
12	12" SDR-11 PE3408 HDPE Pipe	200	LF	\$ 130.00	\$ 26,000.00
13	14" SDR-11 PE3408 HDPE Pipe	150	LF	\$ 170.00	\$ 25,500.00
14	2" Air Release Valve and Vault	5	EA	\$ 9,500.00	\$ 47,500.00
15	Connect to Existing FM	2	EA	\$ 2,600.00	\$ 5,200.00
16	Restoration - Bahia Sod	4000	SY	\$ 3.00	\$ 12,000.00
				Sub-Total	\$ 629,819.00
				Contingency (20%)	\$ 125,963.80
				Construction Total	\$ 755,782.80

Attachment 'B'
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. DEFINITIONS

The following definitions shall apply. Whenever the following terms (or pronouns in place of them) are used in the Contract Documents, the intent and meaning of such terms shall be interpreted as follows:

- a. **City Project Representative:** There shall be authorized representative(s) of the CITY assigned to make all necessary inspections of the work performed by the CONTRACTOR and for such other purposes as outlined in the Contract Documents.
- b. **City Technical Representative:** There may be a designated Project Representative assigned by the CITY to inspect the technical aspects of the project. To insure the project is being constructed as designed.
- c. **Engineer of Record:** The Engineer of Record designated by the CITY following Contract Execution.
- d. **Engineer:** The design professional (engineer, architect, landscape architect or surveyor) designated by the CITY to serve as the design professional representing the CITY.
- e. **Notice to Proceed (NTP):** The official Notice from the CITY to the CONTRACTOR providing the date work may begin and the date the performance period begins. The NTP date will be mutually agreed to at or following the pre-construction meeting. CONTRACTOR shall sign the acknowledgement section of the NTP and return to the Purchasing Division. The NTP shall become a part of the Contract Documents.
- f. **Subcontractor:** Includes only those having a direct contract with the CONTRACTOR and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.
- g. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.
- h. **Manual(s):** Equipment documentation meant for the end user/consumer of the equipment. CONTRACTOR shall provide all Manuals to the CITY upon substantial completion. Retainage may not be released until the CITY has received all Manuals relevant to the equipment incorporated into the project.
- i. **Surety:** The corporate body which is bound with and for the CONTRACTOR which is primarily liable and which guarantees the faithful performance of the bid and/or agreement.
- j. **Plans, Drawings and/or Sketches:** Graphic representations of the work to be performed or reproductions thereof.
- k. **Specifications:** Broadly defined, the specifications include all data bound together herein or referenced on the plans, including, but not limited to, General Conditions, Technical Specifications, Special Conditions, Geotechnical Investigation, Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.

- l. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion or CITY has taken beneficial use of completed portions.
- m. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- n. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- o. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

2. INSPECTION OF WORK

The Project Representative and his representatives shall, at all times, have access to the work whenever it is in preparation or progress and the CONTRACTOR shall provide proper facilities for such access and for inspection. The work will be conducted under the general direction of the Project Representative of the CITY and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provisions of the specifications without written authorization of the CITY, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the contract.

If the specifications, the Project Representative's instructions, laws, ordinances or any public authority require any work to be specifically tested or approved, the CONTRACTOR shall give the CITY timely notice of its readiness for inspection, and if the inspection is by another authority than the Project Representative, of the date fixed for such inspection. Inspections by the Project Representative will be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the CITY, it shall, if required by the Project Representative, be uncovered for examination at the CONTRACTOR's expense.

Re-examination of questioned work may be ordered by the Project Representative and, if so ordered, the work shall be uncovered by the CONTRACTOR. If such work is found in accordance with the contract documents, the CITY will pay the cost of re-examination and replacement. If

such work is found not in accordance with the contract documents, the CONTRACTOR shall pay such cost.

3. TESTS

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONTRACTOR furnish the source

before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

All field tests for compaction of earthwork and of material incorporated in the sub grade and base will be performed by technicians of a materials testing laboratory approved by the CITY. All tests performed by the laboratory to ascertain that the material, as placed, meets the required specification will be at the expense of the CONTRACTOR and should be included in the bid items as such.

4. TOOLS, PLANT AND EQUIPMENT

If any time before the commencement or during the progress of the work, tools, plant or equipment appears to the Project Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the Project Representative will notify the CITY of such conditions. The Engineer will provide written notification to the CONTRACTOR of CITY's quality and/or schedule concerns. The CONTRACTOR will respond in writing within 5 business days of receiving the CITY's notice and will propose remedial actions to address the quality and/or schedule concerns.

5. COLLECTION AND DISPOSAL OF WASTE

The CONTRACTOR shall collect waste from construction areas and elsewhere; handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly; dispose of material in a lawful manner. The CONTRACTOR shall be responsible for the transportation and disposal costs of all waste construction materials.

6. BURNING OF DEBRIS

For any areas where the burning of debris is permitted, the CONTRACTOR will be required to request a permit therefore, from the fire authority having jurisdiction in the area in due advance time, and if such permission is granted he shall rigidly abide by all provisions and requirements of such permit. In no case will burning be permitted until the fire authorities have adequately checked the size of the pile to be burned, the weather conditions and any other factors which might affect the proper control of the burning operation.

7. TEMPORARY TRAFFIC CONTROL (TTC)

Where construction is located in public right of ways, traveled streets and roads, the CONTRACTOR shall exercise extreme care in seeing that sufficient area is provided and kept open for police, fire, ambulance, mail and private vehicular traffic.

The CONTRACTOR shall ensure that each person supervising the selection, placement and maintenance of Traffic Control Devices in the FDOT Work Zone shall be certified by attending an FDOT approved TTC training course. A copy of these certifications shall be submitted to the CITY of Leesburg upon request.

8. PROTECTION AGAINST POLLUTION

The CONTRACTOR shall comply with all legal regulations pertaining to pollution as are applicable to the site and he shall take all measures necessary to assure that no pollution, temporary or permanent, occurs to any lakes or other water areas as a result of runoff from the areas within which he is working.

This shall include the installation of temporary construction turbidity screens or hay bales along the edge of existing wetlands prior to the start of construction. These areas shall be as shown on the plans.

CONTRACTOR shall maintain the fuel storage area in accordance with local, state and federal regulations. Refueling vehicles and refueling techniques shall also comply with all applicable regulations. Clean-up of the fuel storage area shall be as required by the regulations and in accordance with these regulations.

9. TEMPORARY FENCING AND BARRICADES

The CONTRACTOR shall at his cost erect barricades sufficient to prevent injury to persons or damage to property, including the CONTRACTOR's personal property and materials. The CITY shall not be held responsible for the loss, theft, or vandalism of the CONTRACTOR's equipment or other personal property, including construction materials and supplies. Fences shall be constructed to prevent entry of unauthorized persons; cover trenches and holes when not in use; erect barriers at sharp changes in plane more than four (4) feet high. Should construction operations temporarily obstruct road passage, the CONTRACTOR shall at his cost provide suitable flagmen to control vehicular traffic on the road. Permits to use construction equipment on Florida Department of Transportation Right-of-Way shall be secured by the CONTRACTOR prior to actual beginning of work. The CONTRACTOR shall, at his cost, remove all temporary protection from the work site upon completion of the work.

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

All work will be done in a competent and workmanlike manner. All materials, equipment and supplies furnished by the CONTRACTOR for permanent incorporation in the work shall be new and of quality standards specified. Workmanship shall be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the CITY's intent to obtain a high-quality job that will operate and function with least maintenance costs. The

CONTRACTOR shall, if requested by CITY, furnish satisfactory evidence as to the kind and quality of materials.

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

The CONTRACTOR shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Neither party shall employ or hire any employees of the other party without his consent.

11. GENERAL QUALITY AND STANDARDS

To facilitate rapid examination, detailed specifications concerning basic requirements for labor, materials, equipment and/or incidentals to be used on the project are included under the various divisions in as brief a form as is consistent with clarity. The primary concern of the detailed specifications is for standards of performance expected for the finished work.

When in the detailed specifications reference is made to a particular code or specification, the latest edition of said code or specification shall apply.

The interests of the CITY, the CONTRACTOR and others concerned with the work require the inclusion of certain general governing requirements and standards, as a precaution against contingency and to provide for the conditions under which the construction and the administration of the work will be carried out.

General requirements for the quality of the work, when not otherwise covered in more specific detail in the specifications, will be governed by acceptable standards of the trade.

These specifications consider the project as a whole and assume its completion under a general contract. Further, the scope of subcontracts and the quantities of materials and labor supplied to the CONTRACTOR by others are assumed to be matters governed by agreement between the CONTRACTOR and his Subcontractors and suppliers and not by agreement between the CITY and any Subcontractor or suppliers.

Various sections of the construction specifications are intended to govern only the quality of work and/or materials incidental to the particular branch of work mentioned in the section title. Sections are not intended as itemizations of the work materials to be furnished or to limit or define the scope of any subcontract or agreement to furnish material and labor.

The furnishing of all items of material, labor, equipment and/or incidentals necessary to the completion of the work as a whole will be expected when such items are called for on the drawings by diagram, note or schedule, are listed in the specifications, or are reasonably inferred by either or a combination of both.

During the construction operations under this contract, the CITY may elect to contract other work for the project. The CONTRACTOR shall coordinate his operations with those of any other such CONTRACTORS as well as any work of constructing or adjusting utilities by any other authorities, to the end that the least practical handicap to the work of all such CONTRACTORS or authorities will result.

12. PROJECT COORDINATION

The CONTRACTOR shall coordinate construction operations that are dependent upon each other for proper installation, connection and operation. The CONTRACTOR shall make adequate provisions to accommodate items scheduled for later installation.

The CONTRACTOR shall inspect both the substrate and conditions under which the work is to be performed. The CONTRACTOR shall not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

The CONTRACTOR shall inspect materials or equipment immediately upon delivery and again prior to installation. The CONTRACTOR shall reject damaged and defective items.

The CONTRACTOR shall supervise construction activities to ensure that no part of the construction is subject to deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following: Unprotected storage, Improper shipping and handling, Theft, Vandalism.

13. COORDINATION WITH UTILITY COMPANIES

CONTRACTOR shall coordinate with all utility installations. CONTRACTOR shall notify the appropriate utility companies, in writing, adequately in advance of the time frame set aside for such utility installation. The utility companies referred to herein shall include, but not be limited to, Power, Gas, Telephone, and Cable Television. CONTRACTOR shall coordinate the installation of “sleeves” for the utility companies as may be required.

CONTRACTOR shall supply the CITY with copies of all correspondence notifying the utility companies of his intended schedule of construction and the expected date for their respective utility installations. Written notices shall be sent to the utility companies at sixty (60) days, thirty (30) days and two (2) weeks prior to the time at which the utility installation should begin.

14. SUPERVISION

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

If the CONTRACTOR, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawing or in layout as given by points and instructions, it shall be his duty to immediately inform the Project

Representative, in writing, and the Project Representative will promptly verify the same. Any work done after such discovery, until authorized, will be done at the CONTRACTORS' risk.

15. CONSTRUCTION SUPERINTENDENT

CONTRACTOR shall employ a Construction Superintendent who shall be present on-site or available throughout the duration of the project and shall remain associated with the project until completion unless otherwise requested to be replaced by the CITY. The superintendent shall be experienced in the work required and perform all coordination activities generally conducted by project superintendents including, but not limited to, subcontractor coordination, utility installations, inspections, testing, material deliveries, etc. The superintendent shall be present at the pre-construction meeting and shall remain on the project until completion. The owner reserves the right to request a resume of experience for the superintendent including, but not limited to, requesting references from recent projects. Substitution of superintendents after the start of the work shall be approved by the owner in advance. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The CONTRACTOR must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the CONTRACTOR.

17. SUBCONTRACTS

The CONTRACTOR shall, as soon as practicable after signing the contract, notify the Project Representative in writing of any changes in the names of subcontractors proposed for the work as listed on the bid form. The CONTRACTOR shall not employ subcontractors, unless they are approved by the Project Representative.

The CONTRACTOR agrees that he is as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons, either directly or indirectly, employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractors and the CITY.

18. PRE-CONSTRUCTION MEETING

The CITY shall schedule a meeting after the Notice of Award. The Project Representative, Engineer, and CONTRACTOR shall attend this mandatory meeting. The following items shall be completed:

- a. Submission of list of Subcontractors, Schedule of Values and Progress Schedule.
- b. Designation of Personnel representing the parties in Contract, and the Engineer.
- c. Use of premises by CITY and the CONTRACTOR.
- d. Survey layout and scheduling.
- e. Security and housekeeping procedures.

- f. Requirements for start-up of equipment.
- g. Inspection and acceptance of equipment put into service during construction period.

At least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, Engineer and others as appropriate will be held to finalize the schedules submitted by CONTRACTOR. The finalized progress schedule will be acceptable to Engineer as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Engineer responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereto. The finalized schedule of Shop Drawing submissions will be acceptable to Engineer as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to Engineer as to form and substance.

19. ORDER OF COMPLETION

The CONTRACTOR shall submit at such times as may be requested by the Project Representative, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work with dates on which the CONTRACTOR will start the several parts of the work and estimated dates of completion of the several parts. The CITY retains the right to dictate to the CONTRACTOR the order of completion of the work.

20. MATERIALS AND EQUIPMENT SCHEDULES

As soon as practicable and within ten (10) days after the date of award of contract and before any material or equipment is purchased, the CONTRACTOR will submit to the CITY for approval a complete list, in triplicate, of materials to be incorporated in the work and samples of each listed material. The list shall include catalog numbers, cuts, diagrams; drawings and such other descriptive data as may be required. No consideration will be given to partial lists submitted from time to time. Approval of materials will be based on manufacturers' published ratings. Any materials listed that are not in accordance with the specification requirements may be rejected.

When one or more manufacturer's items are specified, it shall be understood that the item(s) so specified are hereby approved as to suitability and no substitutions will be permitted unless followed by such qualifying phrases as equal "approval equal" or "as approved" in which case the approval of the CITY for items not specified shall be obtained before they may be used.

21. CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

Should CONTRACTOR be unable to determine from the Contract Documents the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of Work is described differently at more than one place in the Contract Documents; the CONTRACTOR shall request that the Architect/Engineer (AE), or CITY Representative, make an interpretation of the requirements of the Contract Documents to resolve such matters. CONTRACTOR shall comply with procedures specified herein to make Requests for Interpretation (RFIs).

- a. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the CITY.
 - i. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.

- ii. Each RFI shall be given a discrete, consecutive number.
 - iii. Each page of the RFI and each attachment to the RFI shall bear the CITY's project name, project number, date, RFI number and a descriptive title.
 - iv. CONTRACTOR shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from CONTRACTOR to CITY for fees charged by A/E, A/E consultants and other design professionals engaged by the CITY.
- b. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by CONTRACTOR. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the CONTRACTOR.
 - i. CONTRACTOR shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
 - ii. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the CONTRACTOR'S responsibility.
 - iii. CONTRACTOR shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.
- c. Requested Information: CONTRACTOR shall carefully study the Contract Documents to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.
 - i. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the CONTRACTOR shall furnish all information required for the A/E or CITY's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the CONTRACTOR shall proceed.
 - ii. If information included with this type RFI by the CONTRACTOR is insufficient, the RFI will be returned unanswered.
- d. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
 - i. Approval of submittals
 - ii. Approval of substitutions
 - iii. Changes that entail change in Contract Time and Contract Sum
 - iv. Different methods of performing Work than those indicated in the Contract Drawings and Specifications
- e. Disputed Requirements: In the event the CONTRACTOR believes that a clarification by the CITY's A/E, or Representative, results in additional cost or time, CONTRACTOR shall comply with the method for requesting a Change Order.

- f. RFI Log: CONTRACTOR shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONTRACTOR shall furnish copies of the log showing all outstanding RFIs.
- g. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONTRACTOR and within five (5) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the five-calendar day response period.

22. SUBMITTAL REQUIREMENTS OF CONTRACTOR

After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to Engineer for review in accordance with the accepted schedule of Shop Drawing submissions, or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.

CONTRACTOR shall also submit to Engineer for review with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

At the time of each submission, CONTRACTOR shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Engineer for review of each such variation.

Engineer will review with reasonable promptness Shop Drawings and samples, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by Engineer, and shall return the required number of corrected

copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

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

Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Engineer's review of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

23. CHANGES IN THE WORK

Any Change in the Work will be documented in writing and approved by the CITY in writing. Changes that increase the cost of the work may need to be approved by CITY Commission depending on the dollar value of the increase change order. No work may be performed prior to the change being approved by CITY.

The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price, shall be delivered in writing to the CITY and the Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Engineer if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. The Engineer(s) decision shall be final and binding. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- a. where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved, or ii. by mutual acceptance of a lump sum, or
- b. on the basis of the cost of the work plus a CONTRACTOR's fee for overhead and profit.

24. DETAIL DRAWINGS AND INSTRUCTIONS

The CITY will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

25. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the CITY are the property of the CITY. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the CITY, at the request of the CITY upon the completion of the work.

26. SURVEYS, PERMITS AND REGULATIONS

The CITY will furnish horizontal and vertical control necessary to layout the work in an orderly and workmanlike manner.

Horizontal Control furnished by the CITY shall consist of adequately marked property corners or offset corners, with dimensions as shown on the drawings. Vertical Control will consist of benchmarks established within the immediate area of the work.

It shall be the responsibility of the CONTRACTOR to furnish all construction layout of the work, including, but not limited to, layout and elevations for the construction and final grade of the site.

The CONTRACTOR shall maintain and preserve all stakes and marks established by the CITY and should such stakes or marks be carelessly or willfully destroyed or damaged by the CONTRACTOR, said stakes or marks shall be replaced by the CITY at the expense of the CONTRACTOR.

The CONTRACTOR will set the horizontal and vertical control only at the beginning of the job as specified above. Interim staking during the job and all staking and layout work not furnished by the CITY as specified above shall be the responsibility of the CONTRACTOR.

The CITY will furnish all personnel and equipment and materials to make such surveys as are necessary to determine the quantities of work performed.

The CITY will furnish environmental permits unless otherwise specified. The CONTRACTOR shall obtain any and all required permits from all appropriate government agencies.

Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the drawings and specifications are at variance therewith, he shall promptly notify the CITY in writing and any necessary changes shall be adjusted as provided in the contract for changes in the

work. If the CONTRACTOR performs work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the CITY, he shall bear all cost arising there from.

27. ROYALTIES AND PATENTS

There may be a design, device, material or process included in these plans and specifications which may be covered by letters, patent or copyright. Prior to use of any design, device, material or process, or its incorporation into the construction, the CONTRACTOR shall secure indemnity from his subcontractors or material suppliers that will protect and save harmless the CITY from all loss on account thereof.

The CONTRACTOR shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the CITY harmless from loss on account thereof, except that the CITY shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the CITY.

28. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all his work from damage and shall protect the CITY's property from injury or loss arising in connection with this contract. The CONTRACTOR shall at all times protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the CONTRACTOR. Damage or interruption to service resulting from failure to do so shall be repaired or restored by or at the expense of the CONTRACTOR except such as may be directly due to errors in the contract documents or caused by the agents or employees of the CITY.

29. DEDUCTIONS FOR UNCORRECTED WORK

If the Project Representative deems it inexpedient to correct work injured or done, not in accordance with the contract, an equitable deduction from the contract price will be made therefore.

30. DELAYS AND EXTENSION OF TIME

If the CONTRACTOR be delayed at any time, in the progress of the work by an act of neglect of the CITY or of his employees, or by any other CONTRACTOR employed by the CITY or by Changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CONTRACTOR's control, or by delay authorized by the Project Representative, or by any cause which the Project Representative may decide to justify the delay, then the time of completion will be extended for any such reasonable time as the Project Representative may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claims be reasonable.

31. CORRECTION OF WORK BEFORE FINAL PAYMENTS

The CONTRACTOR shall promptly remove from the premises all materials condemned by the Project Representative as failing to conform to the contract, whether incorporated in the work or not, and the CONTRACTOR shall promptly replace and re-execute his own work in accordance with the contract and without expense to the CITY and shall bear the expense of making good all work of other CONTRACTORS destroyed or damaged by such removal or replacement.

If the CONTRACTOR does not correct such condemned work and material within a reasonable time fixed by written notice, the CITY may correct it at the expense of the CONTRACTOR. If the CONTRACTOR does not pay the expense of such correction within three (3) days thereafter, the CITY may, upon three (3) days written notice, deduct all the cost and expenses that should have been borne by the CONTRACTOR.

32. THE CITY'S RIGHT TO DO WORK

If the CONTRACTOR should neglect to prosecute the work properly or fail to perform any provision of this contract, the CITY after three (3) days written notice to the CONTRACTOR, may, without prejudice to any other remedy he may have, make good such deficiencies at the CONTRACTOR's expense.

33. SUSPENSION OF WORK

The CITY may at any time suspend the work or any part thereof by giving five (5) days' notice to the CONTRACTOR in writing. The work shall be resumed by the CONTRACTOR within ten (10) days after the date fixed in a written notice to resume work from the

CITY to the CONTRACTOR. The CITY will reimburse the CONTRACTOR for expense incurred by the CONTRACTOR in connection with the work under this contract as a result of such suspension unless the suspension was recommended to the CITY by the Project Representative to enforce the contract or for any violation of the contract.

34. REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the CONTRACTOR, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY, failing which, the CITY will have the right to remove such equipment and supplies at the expense of the CONTRACTOR.

35. USE OF COMPLETED PORTIONS

Use by CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which CITY, Engineer and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by CITY without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

- a. CITY at any time may request CONTRACTOR in writing to permit CITY to use any such part of the Work which CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to CITY and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify CITY and Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify CITY and CONTRACTOR in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Substantial Completion will apply with respect to certification of that part of the Work and the division of responsibility in respect thereof and access thereto.
- b. CITY may at any time request CONTRACTOR in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to CITY and Engineer that such part of the Work is not ready for separate operation by CITY, Engineer will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONTRACTOR together, with a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.
- c. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

36. PROMPT PAYMENT

It is the policy of the CITY that payment for all purchases by the CITY shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.

37. APPLICATION FOR PAYMENT

The CONTRACTOR shall submit to the CITY, at least 20 days before the date established for each progress payment (but not more often than once a month), an Application for Payment filled out and signed by CONTRACTOR covering the work completed as of the date of the Application. Upon review and approval by the CITY and Engineer (if applicable).

The retained percentage (retainage) amount with respect to the progress payments shall initially be 5% unless stated otherwise in the Construction Services Agreement. Retainage amounts and retainage process shall be governed by Florida Statute 255.078 – Public Construction Retainage.

CONTRACTOR shall, before any draw is issued, provide a sworn statement to CITY attesting that all services, materials and labor, furnished to the project to the date of the draw request have been paid for in full, or listing the amounts due for such services, materials and labor, and if any amounts are listed as being due, the CITY shall have the right to pay those amounts directly to the persons to whom they are due, with the balance of the draw amount to be paid to CONTRACTOR, and if the draw is insufficient to pay the amounts then due for services, materials and labor, the CITY shall pay those to whom such amounts are due on a pro rata basis until the draw is exhausted, and any remaining amounts due others shall be paid first out the next draw due.

The CITY shall not be required to issue progress payments pursuant to the draw schedule until the CITY has verified, by on-site inspection, that construction has in fact progressed to the stage at which a draw is required and that the work done and materials furnished are in compliance with the Contract Documents, and all applicable technical codes. The final draw due upon “completion” shall not be payable until the CITY, its Project Representative or Engineer of Record has determined the work has been completed in accordance with the Contract Documents and a Certificate of Completion has been issued by the CITY.

38. PAYMENTS WITHHELD

The CITY may withhold or, on account of subsequently discovered evidence, recover the whole or part of any payment to such an extent as may be necessary to protect the CITY from loss on account of—

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the CONTRACTOR to make payments properly to subcontractors or for materials or labor.
- d. The Project Representative's opinion that the contract cannot be completed for the balance then unpaid.
- e. Damage to another CONTRACTOR.
- f. Failure to maintain adequate progress. vii. Damage to the building resulting from the negligence of the CONTRACTOR.

When the above grounds are removed, payment will be made for amounts withheld because of them.

39. FINAL PAYMENT APPLICATION

Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:

- a. Completion of Project closeout requirements.
- b. Completion of items specified for completion after Substantial Completion.
- c. Assurance that unsettled claims will be settled.
- d. Transmittal of required project construction records to CITY.
- e. Final Clean Up as outlined in these General Conditions

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

After CONTRACTOR has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to the provisions under Waiver of Claims), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by CITY, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY or CITY's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to CITY to indemnify CITY against any Lien.

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation--all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to CITY for payment. Thereupon Engineer will give written notice to CITY and CONTRACTOR that the Work is acceptable subject to the provisions found under "Waiver of Claims". Otherwise, Engineer will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by CITY to CONTRACTOR.

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if Engineer so confirms, CITY shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

40. CONTRACTOR'S CONTINUING OBLIGATION

CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by CITY, nor any act of acceptance by CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by Engineer, nor any correction of defective Work by CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided under Waiver of Claims)

41. DAMAGES

Any claim for damage arising under a resulting Agreement shall be made in writing to the party liable within ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

42. EQUIPMENT STARTUP

Equipment startup shall be in accordance of the manufacturer's recommendations, and as required to demonstrate performance to the Engineer and CITY in accordance with the specifications. The CONTRACTOR shall provide 30-days' notice to the Engineer and CITY of the date on which all equipment and systems will be ready for startup. The startup date shall be arranged as required by the CITY's operational schedule with consideration of the schedule needs of the Engineer and CONTRACTOR.

43. COMPLETION OF WORK

The CONTRACTOR shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the CITY, it's Project Representative or Engineer of Record, all work has been completed in general accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the CITY to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the

CONTRACTOR. The date of contract completion shall be the same date at which the CONTRACTOR is considered substantially complete by the Engineer.

44. ACCEPTANCE OF FINISHED WORK

The CITY shall make final acceptance inspection of the Project covered by this Contract when the Project is completed and finished in all respects in accordance with the Contract Documents. CONTRACTOR shall furnish to the Engineer or CITY Representative a complete set of As-Built drawings. These drawings shall be prepared by a licensed Surveyor in the State of Florida and shall be submitted to the Engineer within five (5) days following the completion of the work.

45. FINAL CLEAN UP

The CONTRACTOR shall complete all cleaning operations before requesting final inspection.

The CONTRACTOR shall, as directed by the Project Representative, remove from the CITY's property and from all public and private property, at his own expense, all temporary structures, rubbish, and waste materials resulting from his operation.

The CONTRACTOR shall remove temporary protection and facilities installed for protection of the work during construction.

The CONTRACTOR shall comply with all regulations of authorities having jurisdiction and safety standards for cleaning. The CONTRACTOR shall not burn waste materials. The CONTRACTOR will not discharge volatile, harmful or dangerous materials into drainage systems. The CONTRACTOR will remove all waste materials from the site and dispose of in a lawful manner. Materials of value remaining after completion of associated work will become the owner's property. The CONTRACTOR will arrange for the disposition of these materials as directed by the CITY.

The CONTRACTOR shall rake the grounds that are neither paved nor planted to a smooth, even textured surface.

46. TREES

It shall be the responsibility of the CONTRACTOR to protect all trees within the limits of the work and as designated by the Project Representative.

47. GUARANTY

CONTRACTOR warrants and guarantees to CITY that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in the paragraph in this section labeled 'Inspections, Correction, Removal of Defective Work'.

All equipment, materials and installation and workmanship furnished by the CONTRACTOR under the terms of the Contract, shall be guaranteed by the CONTRACTOR against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure,

under normal operation for a period of two (2) years or as otherwise specified in the Technical Specifications and after the date of acceptance thereof by the CITY, and each item of equipment or materials and installation proving to be defective within the specified period of guaranty shall be replaced, without cost to the CITY, by the CONTRACTOR or by the Surety. The period of guaranty of such replacement shall be from and after the date of final acceptance of the Project by the CITY, provided however, that where any item or equipment or material comes with a manufacturer's warranty of two (2) years or longer, that warranty shall take precedence over the warranty of CONTRACTOR hereunder.

48. INDEMNITY

The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and defend, indemnify, and save harmless the CITY and Engineer or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY and Engineer or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR's duties under the Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants or subcontractors.

Provided, however, if this Contract is deemed, by a court of competent jurisdiction, to be a construction contract for the purposes of Section 725.06, Florida Statutes, any obligation of the CONTRACTOR to defend, indemnify or hold harmless an CITY and Engineer shall be limited to an obligation to indemnify and hold harmless the CITY and Engineer, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Contract.

49. ASSIGNMENT

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any moneys due, or to become due to him hereunder, without the previous written consent of the Project Representative.

50. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the CITY's forces, or by the other CONTRACTORS, is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Project Representative, to secure the completion of the various portions of the work in general harmony.

51. SEPARATE CONTRACTS

The CITY reserves the right to let other contracts in connection with this work. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

If any part of the CONTRACTOR's work depends, for proper execution or results upon the work of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the Project Representative any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other CONTRACTOR's work as fit and proper for the reception of his work, except as to defects which may develop in the other CONTRACTOR's work after the execution of the work.

To insure the proper execution of his subsequent work, the CONTRACTOR shall measure work already in place and shall at once report to the Project Representative any discrepancy between the executed work and the drawings.

52. LANDS FOR WORK

The CITY will provide the lands upon which the work under this contract is to be done, except that the CONTRACTOR shall provide land required for the erection of temporary construction facilities and storage of his material, together with right of access to same.

53. ACCESS TO RECORDS

The CITY, the Florida Department of State, or any of their duly authorized representatives shall have access to any books, documents, papers or any other records prepared by the CONTRACTOR that are directly pertinent to the work produced under this Agreement for making audit, examination, excerpts and transcription. Such records will be maintained for five (5) years after the completion of the work and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period.

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in quadruplicate by the CITY and the CONTRACTOR. The Contract Documents comprise the entire agreement between CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will 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, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY,

CONTRACTOR or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer; however, CONTRACTOR shall not be liable to CITY or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

55. CONTRACTOR'S UNDERSTANDING

CONTRACTOR has visited the site, has called for utility locates and has familiarized itself with the local conditions under which the work is to be performed, both underground and above ground and both on and off premises and has correlated these observations with the requirements of the proposed contract documents; all as considered necessary or pertinent to the work, and any failure to thus make all such prior investigations and studies shall in no way act as a waiver of any of the terms of the contract. No verbal agreement or conversation with any officer, agent or employee of the CITY, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained

56. FAMILIARITY WITH LAWS

The CONTRACTOR is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from responsibility.

57. SALES TAX

The CONTRACTOR is required to pay Florida sales and use taxes on all materials purchased for this project unless otherwise specified in the document. All Florida sales and use taxes will be included in the submitted bid price(s).

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

It is the duty of the CONTRACTOR to notify the Engineer, in writing, in the event of any doubt or question as to the true meaning of any provision in the Contract Documents. The Engineer's decision thereon shall be final. Annotated dimensions on drawings shall govern and work not dimensioned shall be as clarified by the Engineer. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to such recognized standard.

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer may

determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONTRACTOR shall notify CITY in accordance with the Agreement.

Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims in respect of changes in the Contract Price or Contract Time will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph, which Engineer will render writing within a reasonable time. Written notice of each such claim, dispute and other matters will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within sixty days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim.

When functioning as interpreter and judge under this Article, Engineer will not show partiality to CITY or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant this Article with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as permitted by the Agreement.) will be a condition precedent to any exercise by CITY or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither Engineer's authority to act nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Article.

Engineer will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer

will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

60. SAFETY AND PRECAUTION

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- a. all employees on the Work and other persons and organizations who may be affected thereby;
- b. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and iii. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph caused, directly or in this Article directly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to CITY and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to CITY.

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

Engineer prompt written notice that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

61. RECORD DOCUMENTS

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, reviewed Shop Drawings, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all reviewed samples and a counterpart of all reviewed Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents or as-builts, samples and Shop Drawings will be delivered to Engineer for CITY. Upon delivery of such documents to Engineer, the CONTRACTOR shall provide a written certification, signed and dated, that all documents accurately and completely reflect all deviations from or changes in the original Contract Documents made during construction of the project.

Record documents shall be up-to-date and available for review by the resident project representative prior to each application for progress payment. Payment will not be made for construction of items not shown on the record documents.

These requirements also supplement those of Item 66. Not less than two percent (2%) of the contract price shall be retained until correct record drawings, specifications, addenda, modifications and shop drawings are delivered to and reviewed by the Engineer.

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site are based on information and data furnished to CITY or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

- a. CITY and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
- b. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

The word facility as used in this subsection titled "Utilities" includes any pipe conveying gases or liquids and appurtenances attached thereto; cables, conduits, wires, ducts and appurtenances; poles and appurtenances; any of which may be buried below grade or installed at or above grade level. A facility excludes irrigation pipes, service connections and traffic signal wiring. A service connection is a pipe (excluding irrigation pipes), cable, wire, duct or conduit that is intended to connect a facility with a user. The word Utility as used in this subsection titled "Utilities" refers

to the entity having legal ownership of the facility, service connection, irrigation pipe, or traffic signal wiring.

The Engineer has endeavored to determine the existence of underground facilities at the site of the work from the records of the utilities with known facilities in the vicinity of the work. The position of these facilities as derived from such records is shown on the plans. Service connections, irrigation pipes, and traffic signal wiring may not be shown on the plans. The CONTRACTOR shall make his own investigations, including exploratory excavations and contact with Utilities, to determine the exact locations and type of existing facilities, service connections, irrigation pipes, and traffic signal wiring prior to commencing work in the area and shall be responsible for any damage thereto.

Damage, injury, or loss resulting in whole or in part from the CONTRACTOR's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts or omissions of the CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable.

With respect to underground facilities, no claim for a change in the contract price may be allowed unless the CONTRACTOR discovers an underground facility which is not indicated or referred to in the Contract Documents or which is in a position differing materially and significantly from that indicated or referred to in the Contract Documents. If such discovery is made, the CONTRACTOR shall promptly notify in writing the CITY, Engineer and the Utility. The CITY may make changes in the alignment and grade of the work.

At no additional cost to the CITY, the CONTRACTOR shall replace, remove, relocate, protect, or temporarily maintain a facility which is not in a position differing materially and significantly from that indicated or referred to in the Contract Documents. At no additional cost to the CITY, the CONTRACTOR shall adjust the top elevation of all valve boxes and manholes to match the finish grade or pavement surface and shall replace, remove, relocate, protect, or temporarily maintain all service connections, irrigation pipes, and traffic signal wiring. The work on the facility, service connection, irrigation pipe or traffic signal wiring shall be done in a manner satisfactory to the Utility, it being understood that the Utility has the option of doing such work with his own forces, or permitting the work to be done by the CONTRACTOR.

63. PHYSICAL CONDITIONS

- a. Exploration and Reports: Reference is made in the Special Conditions to those reports of exploration and tests of subsurface conditions at the site that have been utilized by Engineer in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
- b. Unforeseen Conditions: CONTRACTOR shall promptly notify CITY and Engineer in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. Engineer will promptly review those conditions and advise CITY in writing if further investigation or tests are necessary.

Promptly thereafter, CITY shall obtain the necessary additional investigations and tests and furnish copies to Engineer and CONTRACTOR. If Engineer finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

Engineer will, within ten days after receipt of each Application for Payment, to either indicate in writing a recommendation of payment and present the Application to CITY, or return the Application to CONTRACTOR indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

Ten (10) days after presentation of the Application for Payment with Engineer's recommendation, the amount recommended will become due and when due will be paid by CITY to CONTRACTOR.

Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to CITY, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment Engineer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by CITY or CITY to withhold payment to CONTRACTOR.

Engineer's recommendation of final payment will constitute an additional representation by Engineer to CITY that the conditions precedent to CONTRACTOR's being entitled to final payment have been fulfilled.

Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to CITY. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously recommended; to such extent as may be necessary in Engineer's opinion to protect CITY from loss.

CITY may refuse to make payment of the full amount recommended by Engineer because claims have been made against CITY on account of CONTRACTOR's performance or furnishing of the

Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, but CITY must give CONTRACTOR immediate written notice (with a copy to Engineer) stating the reasons for such action.

65. SUBSTANTIAL COMPLETION

When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify CITY and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, CONTRACTOR and Engineer shall inspect the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to CITY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. CITY shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to CITY notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of CITY's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to CITY and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from CITY. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to CITY and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless CITY and CONTRACTOR agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendations will be binding on CITY and CONTRACTOR until final payment.

CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but CITY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

Engineer and Engineer's representatives, other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

CONTRACTOR shall give Engineer timely notice of readiness of the Work for all required inspections or tests.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with CITY's or Engineer's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by CITY (unless otherwise specified). All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to CITY and CONTRACTOR (or by Engineer if so specified).

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given Engineer timely notice of CONTRACTOR's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by Engineer nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at CONTRACTOR's expense.

If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, CONTRACTOR, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Special Conditions. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Special Conditions.

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this

right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

If required by Engineer, CONTRACTOR shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

67. ACCEPTANCE OF DEFECTIVE WORK; CORRECTION OF DEFECTIVE WORK BY THE CITY

If, instead of requiring correction or removal and replacement of defective Work, CITY (and, prior to Engineer's recommendation of final payment) prefers to accept it, CITY may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to CITY's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to CITY.

If CONTRACTOR fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, CITY may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees such access to the site as may be necessary to enable CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of CITY in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any

delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

68. ARBITRATION

Before bringing any action in any court of competent jurisdiction pertaining to any claim, dispute or other matter in question arising out of or relating to the Contract Documents or the breach thereof, in an amount less than \$25,000, except for claims which have been waived by the making and acceptance of final payment, the claimant/objector (Party A) shall first offer to arbitrate the question(s) with the other party to the contract (Party B) by notifying him in writing and setting forth in such notice the question(s) to be arbitrated.

Party B can select to arbitrate or not. If Party B agrees to arbitrate he shall so advise Party A in writing within ten days after receipt of Party A's notice. Notice by Party B that he does not wish to arbitrate or failure of Party B to notify Party A within the ten-day period will give Party A the right to institute a court action.

If Party B agrees to arbitrate, the arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association except as modified herein. In such event, the agreement to arbitrate shall be specifically enforceable under the provisions of the Florida Arbitration Code, S682, Fla. Stat., as it may be from time to time amended. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

If Party B agrees to arbitrate, then Party A shall file its notice of demand for arbitration in writing with Party B and with the American Arbitration Association, and a copy shall be filed with the Engineer. Notice of demand for arbitration shall be served on the parties referred to herein no later than thirty days from the date Party B agrees to arbitrate the issues in question.

Failure to serve the notice of demand for arbitration shall constitute a waiver and abandonment of the claims for which arbitration is sought. Notice of demand for arbitration shall in no event be made on any claim, dispute or other matter in questions which would be barred by the applicable statute of limitations.

If the dollar amount of the claim exceeds \$25,000, arbitration may only be utilized if both Party A and party B agree to arbitrate.

The CONTRACTOR shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

The Florida Rules of Civil Procedure pertaining to discovery shall apply to both parties during arbitration, and, at the CITY's sole option, any and all arbitration arising out of or relating to any of the Contract Documents or any breach thereof shall include by consolidation, joinder, or joint filing any additional person or entity not a party to this Agreement to the extent necessary for the final resolution of the matter in controversy.

At least one of the members of the arbitration panel must be an attorney licensed to practice law in the State of Florida.

The surety shall be bound by the arbitration award to the same extent as the CONTRACTOR is bound.

The arbitration panel shall submit a written opinion with findings of fact and conclusions of law stating the basis for the decision made, and including an award of arbitration that may be confirmed by a court of competent jurisdiction.

Unless CITY agrees to the contrary, the location of any and all arbitration proceedings shall be in Lake County, Florida.

[End of Supplemental Conditions.]

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CITY OF LEESBURG
US 27 FORCE MAIN SOUTH

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Section 01410	-	Testing & Testing Laboratory Services
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Section 01568	-	Temporary Erosion Control
Section 01650	-	Start-up and Demonstration
Section 01700	-	Contract Close-out
Section 01710	-	Cleaning
Section 01720	-	Project Record Documents
Section 01730	-	Operating & Maintenance Data
Section 01740	-	Warranties & Bonds

DIVISION TWO - SITE WORK/MATERIALS

Section 02090	-	Soil Borings
Section 02110	-	Clearing, Grubbing and Stripping
Section 02140	-	Dewatering
Section 02200	-	Earthwork
Section 02220	-	Excavation, Backfilling, and Grading
Section 02665	-	Horizontal Directional Drilling of Pressure Mains
Section 02822	-	Solid Sodding
Section 02950	-	Hot Mix Asphaltic Concrete Paving
Section 02960	-	Piping

DIVISION FIFTEEN - MECHANICAL

Section 15044	-	Pressure Testing of Piping
Section 15062	-	Ductile Iron Pipe and Fittings
Section 15064	-	Polyvinyl Chloride (PVC) Pipe and Fittings
Section 15071	-	High Density Polyethylene (HDPE) Pipe and Fittings
Section 15100	-	Valves and Appurtenances
Section 15116	-	Valve Boxes
Section 15117	-	Plug Valves
Section 15122	-	Air Release Valves

APPENDIX A - Geotechnical Engineering Study

SECTION 01000

PROJECT REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Specifications: The Technical Specifications consist of three (3) parts: General, Products, and Execution. The General part of a Specification contains General Requirements which govern the Work. The Products and Execution parts modify and supplement the General Requirements by detailed requirements for the Work and shall always govern whenever there appears to be a conflict.
- B. Scope of Work:
1. The Work to be done consists of the furnishing of all labor, materials, and equipment, and the performance of all Work included in this Contract.
 2. Work Included:
 - a. The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The Contractor shall obtain and pay for all necessary local building permits. The Contractor shall perform and complete the Work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.
 - b. The cost of incidental work described in these Project Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract Items. No additional payment will be made, therefor.
 - c. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the Work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the Engineer notwithstanding.
 3. Public Utility Installations and Structures:
 - a. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other governmental bodies, or privately owned by individuals, firms, or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water, or other public or private property which may be affected by the Work shall be deemed included hereunder.

- b. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy, and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, condition, and extent of all such installations and structures as may be encountered and as may affect the construction operations.
- c. The Contractor shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor shall be repaired by the Contractor, at his expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.
- d. Public utility installations or structures owned or controlled by the Owner or other governmental body, which are shown on the Drawings to be removed, relocated, replaced, or rebuilt by the Contractor, shall be considered as a part of the general cost of doing the Work and shall be included in the prices bid for the various Contract Items. No separate payment shall be made therefor.
- e. Where public utility installations or structures owned or controlled by the Owner or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the Engineer, removal, relocation, replacement, or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously, and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement, or rebuilding as required. If the Contractor accomplishes such work, it will be paid for as extra work as provided in the Agreement.
- f. The Contractor shall, at all times in performance of the Work, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage, or destruction of public utility installations and structures; and shall, at all times in the performance of the Work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end.
- g. The Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least 48-hours in advance of breaking ground in any area or on any unit of the Work.
- h. The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the owners of such utilities.

1.02 DRAWINGS AND PROJECT MANUAL

- A. Drawings: When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small-scale drawings.
- B. Supplementary Drawings:

1. When, in the opinion of the Engineer, it becomes necessary to explain more fully the Work to be done or to illustrate the Work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer, and the Contractor will be furnished one (1) complete set of reproducible black-line bond copies (24 inches by 36 inches) and one (1) reproducible copy of the Project Manual.
2. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Contract Drawings. Where such Supplementary Drawings require either less or more than the estimated quantities of Work, credit to the Owner or compensation therefor to the Contractor shall be subject to the terms of the Agreement.

C. Contractor to Check Drawings and Data:

1. The Contractor shall verify all dimensions, quantities, and details shown on the Drawings, Supplementary Drawings, Schedules, Specifications, or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting therefrom, nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Engineer, should such errors or omissions be discovered.
2. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility of the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

D. Intent:

1. All Work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described.
2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request and at the Engineer's option, that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.
2. Any two (2) or more pieces of material or equipment of the same kind, type, or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work so as to complete the Work within the allotted time.
2. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

C. Tools and Accessories:

1. The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind, or size of equipment, one (1) complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.
2. Spare parts shall be furnished as specified herein and as recommended by the manufacturer necessary for the operation of the equipment, not including materials required for routine maintenance.
3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place, and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight, and principal rate data.

D. Service of Manufacturer's Engineer:

1. The Contract Prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install, adjust, test, and place in operation, the equipment in conformity with the Contract Documents.
2. After the equipment is placed in permanent operation by the Owner, such engineer or superintendent shall make all adjustments and tests required by the Engineer to prove that such equipment is in proper and satisfactory operating condition and shall instruct such personnel as may be designated by the Owner in the proper operation and maintenance of such equipment.

1.04 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests, and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Electronic copies shall be submitted, and authoritative certification thereof must be furnished to the Engineer as a prerequisite for the acceptance of any material or equipment.
2. If, in the making of any test of any material or equipment, it is ascertained by the Engineer that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof, and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the Work and replace it with acceptable material, without cost to the Owner.
3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.

4. The Contractor shall be fully responsible for the proper operation of equipment during testing and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the Owner formally takes over the operation thereof.

B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.
2. The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the Contractor, and such costs shall be deemed to be included in the Contract Price.
3. Materials and equipment submitted by the Contractor, as the equivalent to those specifically named in the Contract, may be tested by the Owner for compliance. The Contractor shall reimburse the Owner for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Certificate of Manufacture:

1. Contractor shall furnish to Engineer authoritative evidence in the form of a certificate of manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.
2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

D. Shop Test:

1. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function, or special requirements are specified shall be tested in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents.
2. Electronic copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company and/or independent laboratory, shall be submitted to the Engineer for approval.
3. The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the Contractor.

E. Start-ups Tests:

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.
2. If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to demonstration tests, make all changes, adjustments, and replacements required. The furnishing Contractor shall assist in the start-up tests as applicable.

F. Demonstration Tests:

1. Prior to Contractor's request for a Substantial Completion inspection, all equipment and piping installed under this Contract shall be subjected to demonstration tests as specified or required to prove compliance with the Contract Documents.

2. The Contractor shall furnish labor, fuel, energy, water, chemicals, and all other materials, equipment, and instruments necessary for all demonstration tests, at no additional cost to the Owner. Contractor shall assist in the demonstration tests as applicable.

1.05 LINES AND GRADES

A. Grade:

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.
2. Adjustments of grades shown on Drawings may be necessary to conform to actual field conditions or to maintain cover under proposed future grades. Such adjustments shall be considered part of the job conditions and no extra compensation will be allowed for such changes, except where specifically noted in the Drawings or Specifications. Such adjustments must be approved by the Engineer prior to being made.
3. The Engineer will establish bench marks and baseline controlling points. Reference marks for lines and grades as the Work progresses will be located by the Contractor to cause as little inconvenience to the prosecution of the Work as possible. The Contractor shall so place excavation and other materials as to cause no inconvenience in the use of the reference marks provided. He shall remove any obstructions placed by him contrary to this provision.

B. Surveys:

1. The Contractor shall furnish and maintain, at his own expense, stakes and other such materials.
2. The Contractor shall check such reference marks by such means as he may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies.
3. The Contractor shall, at his own expense, establish all working or construction lines and grades as required from the reference marks set by the Engineer, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review by the Engineer.

C. Safeguarding Marks:

1. The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes, and marks.
2. The Contractor shall safeguard all existing and known property corners, monuments, and marks adjacent to but not related to the Work and shall bear the cost of re-establishing them if disturbed or destroyed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01025

MEASURE AND PAYMENT

1.01 GENERAL

- A. The Contractor shall receive and accept the compensation provided in the Proposal and the Contract as full payment for furnishing all materials, labor, tools and equipment, for performing all operations necessary to complete the work under the Contract, and also in full payment for all loss or damages arising from the nature of the work, or from any discrepancy between the actual quantities of work and quantities herein estimated by the Engineer, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Owner.
- B. The prices stated in the proposal include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Drawings and specified herein. The basis of payment for an item at the unit price shown in the proposal shall be in accordance with the description of that item in this Section.
- C. The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Bid Form or Payment Items, he shall include the cost for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

1.02 MEASUREMENT

- A. The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the Owner, in accordance with the applicable method of measurement therefor contained herein.

1.03 PAYMENT ITEMS

- A. Items are as enumerated on the bid form. Project is lump sum.

END OF SECTION

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Submit Applications for Payment to the Engineer in accordance with schedule established by Conditions of the Contract and Agreement between Owner and Contractor.
- B. Related Requirements Described Elsewhere:
 - 1. Construction Progress Schedules: Section 01310
 - 2. Schedule of Values: Section 01370
 - 3. Construction Photographs: Section 01380
 - 4. Contract Closeout: Section 01700
 - 5. Project Record Documents: Section 01720

1.02 FORMAT REQUIRED

- A. Submit applications for payment on the Application and Certificate for Payment Form which will be provided by the Engineer. The application shall consist of itemized data typed on 8-1/2 inch x 11 inch or 8-1/2 inch x 14 inch white paper continuation sheets.
- B. Provide itemized data on continuation sheets of format, schedules, line items, and values specified on the Application and Certificate for Payment Form. The Contractor shall use the item descriptions and contract values included in schedule of values, approved and accepted by the Engineer as a basis for preparation of the Application for Payment Form.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in percent complete for each activity and dollar values to agree with respective percentages.
 - 3. Execute certification with signature of a responsible officer of Contractor.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of the Work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when Work has been performed or products stored. Round off values to nearest dollar, or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item of the Work.

4. To receive approval for payment on component material stored on site, submit copies of the original paid invoices or releases of lien with the Application and Certificate for Payment.
5. As provided for in the Application and Certificate for Payment Form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the Owner, under this Contract, have been applied by the Contractor to discharge in full, all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest, and encumbrances. Contractor shall attach to each Application and Certificate for Payment like affidavits by all Subcontractors.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. Contractor shall submit suitable information, with a cover letter identifying:
 1. Project
 2. Application number and date
 3. Detailed list of enclosures
 4. For stored products
 - a. Item number and identification as shown on application.
 - b. Description of specific material and manifest.
- B. Submit one (1) copy of data and cover letter for each copy of application.
- C. The Contractor is to maintain an updated set of drawings to be used as record drawings in accordance with Section 01720: Project Record Documents. As a prerequisite for monthly progress payments, the Contractor is to exhibit the updated record drawings for review by the Owner and the Engineer.
- D. Each monthly application for payment shall incorporate the corresponding "monthly progress status report" and updated construction schedule, prepared in accordance with the requirements of Section 01310: Construction Progress Schedules.
- E. As a prerequisite for payment, Contractor shall submit a duly executed letter from surety consenting to payment due and progress to date. The Contractor shall also submit partial releases of lien from all subcontractors and suppliers.
- F. Provide construction photographs in accordance with Section 01380: Construction Photographs.

1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in application form as specified for progress payments. Provide information as required by the General Conditions and Section 01700: Contract Closeout.
- B. Furnish evidence of completed operations and insurance in accordance with the General Conditions.

1.06 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to the Engineer at the time stipulated in the Agreement, or as agreed to at the pre-construction meeting. Review the percents complete with the Engineer and resolve any conflicts or discrepancies.
- B. Applications for payment, along with required backup documentation, should be submitted to the Engineer and Owner electronically for review and approval.

- C. When the Engineer finds the Application and Certificate for Payment Form is properly completed and correct, he will execute the Certificate for Payment and transmit the forms to the Owner, with a copy to the Contractor.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01050 FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Provide and pay for field engineering service for Project.
 - 1. Survey work required in execution of Work.
 - 2. Civil, structural, or other professional engineering services specified or required to execute Contractor's construction methods.
 - 3. The method of field staking for the construction of the Work shall be at the option of the Contractor.
 - 4. The accuracy of any method of staking shall be the responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
 - 5. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has established such points, marks, lines, and elevations as may be necessary for the prosecution of the Work.
 - 6. The Contractor shall retain the services of a registered land surveyor licensed in the State of Florida to identify existing control points and maintain a survey during construction.
- B. Related Requirements Described Elsewhere:
 - 1. Conditions of the Contract.
 - 2. Project Record Documents: Section 01720

1.02 QUALIFICATIONS OF SURVEYOR OR ENGINEER

- A. Qualified engineer or registered land surveyor, acceptable to the Owner and the Engineer.
- B. Registered professional engineer of the discipline required for the specific service on the Project, currently licensed in the State of Florida.

1.03 SURVEY REFERENCE POINTS

- A. Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.
 - 1. Make no changes or relocations without prior written notice to the Engineer.
 - 2. Report to the Engineer when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations
 - 3. Require surveyor to replace Project control points which may be lost or destroyed at no additional

1.04 PROJECT SURVEY REQUIREMENTS

- A. Establish a minimum of two (2) permanent bench marks on site, referenced to data established by survey control points.
 - 1. Record locations, with horizontal and vertical data, on Project Record Documents

B. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means:

1. Site improvements:

- a. Stakes for grading, fill, and topsoil replacement.
- b. Utility slopes and invert elevations.

2. Batter boards for structure.

3. Building foundation, column locations, and floor levels.

4. Controlling lines and levels required for mechanical and electrical trades.

C. From time to time, verify layouts by same methods.

1.05 RECORDS

A. Maintain a complete, accurate log of all control and survey work as it progresses.

B. At the end of the project, submit a certified site survey at 1-inch equals 10 feet scale on reproducible tracing sheets 24 inches by 36 inches, indicating the building corners and location of all new structures and elevations of stormwater facilities, pavement areas, sidewalks, finished floors, vaults, and above grade piping.

C. At the end of the project, submit a certified survey at the same scale as the Engineer's line drawings indicating elevations and stationing at 100-foot pipe increments and at all valve and fitting location.

1.06 SUBMITTALS

A. Submit name and address of surveyor and professional engineer to the Engineer.

B. On the request of the Engineer, submit documentation to verify accuracy of field engineering work.

C. Submit certificate signed by a registered engineer or surveyor certifying that elevations and locations of improvements are in conformance with the Contract Documents, or if not in conformance, certify as to variances from the Contract Documents.

D. Submit drawings showing locations of all structures constructed. This drawing shall be included with the Project Record Documents.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01065

PERMITS AND FEES

PART 1 - GENERAL

- A. The Contractor shall obtain all permits and licenses related to his work, including but not limited to, the necessary construction permits except as otherwise provided herein. The Contractor shall also, if in effect and applicable at the date of bid opening, pay any governmental agency charges and inspection fees required for the prosecution of the work. If the Contractor desires connection of utility services (telephone or electricity) to a field office, he will be responsible for securing the necessary permits and any connection or disconnection charges involved.
- B. Permits by Owner: The Owner has applied for, or will apply for, permits from the following agencies.
 - 1. Florida Department of Environmental Protection Permit
 - 2. FDOT Right of Way Permit
- C. The Contractor shall adhere to all permit requirements as contained in permits obtained by the Owner.
- D. The Contractor shall obtain all permits required for construction that are not listed above.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01070

ABBREVIATIONS AND SYMBOLS

PART 1 - GENERAL

1.01 STANDARDS AND ABBREVIATIONS

A. Referenced Standards: Any reference to published specifications or standards of any organization or association shall comply with the requirements of the specification or standard which is current on the date of Advertisement for Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern.

1. In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

B. Abbreviations:

AA	Aluminum Association
AAA	American Arbitration Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AASHO	The American Association of State Highway Officials
ABA	American Bar Association
ABMA	American Boiler Manufacturers Association
ABPA	Acoustical and Board Products Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies
AFBMA	Anti-Friction Bearing Manufacturers Association
AGA	American Gas Association
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIA	American Insurance Association
AIEE	American Institute of Electrical Engineers (Now IEEE)
AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standard Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ARI	American Refrigeration Institute
ASA	American Standards Association (Now ANSI)
ASABC	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSCBC	American Standard Safety Code for Building Construction

ASSHTO	American Association of State Highway Transportation Officials
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America (formerly SCPI)
CDA	Copper Development Association
CFS	Cubic Feet Per Second
CMAA	Crane Manufacturers Association of America
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Research Association
DOT Spec	Standard Specification for Road and Bridge Construction Florida Department of Transportation
E/A	Engineer and/or Architect
EDA	Economic Development Association
EEI	Edison Electric Institute
EPA	Environmental Protection Agency
FCI	Fluid Control Institute
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
Fed Spec	Federal Specification
FPS	Feet Per Second
FS	Federal Standards
GPM	Gallons Per Minute
HMI	Hoist Manufacturers Institute
HP	Horsepower
HSBII	Hartford Steam Boiler Inspection and Insurance Co.
ID	Inside Diameter
IEEE	Institute of Electrical and Electronic Engineers
IFI	Industrial Fasteners Institute
IPCEA	Insulated Power Cable Engineers Association
IPS	Iron Pipe Size
MGD	Million Gallons Per Day
MHI	Materials Handling Institute
MMA	Monorail Manufacturers Association
NBFU	National Board of Fire Underwriters
NBHA	National Builders' Hardware Association
NBS	National Bureau of Standards
NCSA	National Crushed Stone Association
NCSPA	National Corrugated Steel Pipe Association
NEC	National Electrical Code
NECA	National Electrical Contractors' Association
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
NLA	National Lime Association
NPC	National Plumbing Code
NPT	National Pipe Threads
NSC	National Safety Council

NSF	National Sanitation Foundation
OD	Outside Diameter
OSHA	U.S. Department of Labor, Occupational Safety and Health Act
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PS	United States Products Standards
PSI	Pounds per Square Inch
PSIA	Pounds per Square Inch Absolute
PSIG	Pounds per Square Inch Gauge
RPM	Revolutions Per Minute
SAE	Society of Automotive Engineers
SDI	Steel Decks Institute
SJI	Steel Joists Institute
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SSI	Scaffolding and Shoring Institute
SSPC	Steel Structures Painting Council
SSPC	Structural Steel Painting Council
STA	Station (100 feet)
TDH	Total Dynamic Head
TH	Total Head
UBC	Uniform Building Code
UL	Underwriter's Laboratories, Inc.
USASI	United States of America Standards Institute

C. Additional abbreviations and symbols are shown on the Drawings.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01100

SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.01 PIPE LOCATIONS

- A. All pipes shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required.

1.02 OPEN EXCAVATIONS

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by workmen.

1.03 TEST PITS

- A. Test pits for the purpose of locating underground pipeline or structures in advance of the construction shall be excavated and backfilled by the Contractor. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the Engineer. The costs for such test pits shall be borne by the Contractor.

1.04 JURISDICTIONAL DISPUTES

- A. It shall be the responsibility of the Contractor to pay all costs that may be required to perform any of the Work shown on the Drawings or specified herein in order to avoid any work stoppages due to jurisdictional disputes.

1.05 INCLEMENT WEATHER

- A. In the event of inclement weather, the Contractor shall, and shall cause subcontractors to carefully protect the Work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any portion of work or materials have been damaged or injured by reason of failure on the part of the Contractor or any subcontractors to so protect the Work, such Work and materials shall be removed and replaced at the expense of the Contractor.

1.06 COORDINATION OF WORK

- A. The Contractor shall cooperate fully so as to eliminate or minimize the creation of conflicts. Adjustments from time to time may be required in the Contractor's work location and/or schedule, provided a reasonable notice is given by the Owner or Engineer.

1.07 USE OF PUBLIC STREETS

- A. The use of public streets and roads shall be such as to provide minimum inconvenience to the public and to other traffic. Any earth or other excavated materials spilled from trucks shall be removed by the Contractor and the streets and roads cleaned to the satisfaction of the Owner.

1.08 TRAFFIC

- A. All safety precautions shall be taken, and all traffic controls be furnished satisfactorily to the City, County, Florida Department of Transportation, and/or other government agencies having jurisdiction, where partial or complete obstruction of highways, roadways, streets, drives or sidewalks is required in the performance of the Work.

1.09 CHEMICALS

- A. All chemicals used during project construction, or furnished for project operations, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of the State Department of Health, Florida Department of Environmental Protection and if required, also the EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with the manufacturer's instructions or recommended use procedures.

1.10 SAFETY AND HEALTH REGULATIONS

- A. The Contractor shall comply with the Department of Labor Safety & Health Regulations for construction promulgated under the Occupational Safety & Health Act of 1970, (PL 91-596) and under Section 107 of the Contract Work Hours & Safety Standards Act (PL 91-54).
- B. All equipment furnished and installed under this Contract shall comply to Part 1910, Occupational Safety & Health Standards & Amendments thereto.
- C. The Contractor shall comply with the Florida Trench Safety Act (90-96, Florida Law).
- D. All materials, equipment, and components that come in contact with drinking water or drinking water chemicals shall be in conformance with ANSI/NSF Standard 61.

1.11 STATE AND FEDERAL PERMITS

- A. Construction in Florida Department of Transportation rights-of-way, wetlands and navigable water bodies will be governed by applicable State and Federal permits. All conditions set forth on the permits shall be a part of the Contract and they shall be attached by addendum.

1.12 INSPECTION

- A. The authorized representatives and agents of the USEPA and FDEP shall be permitted to inspect all work, material, payrolls, personnel records, invoices of materials and any other relevant data and records. The Owner and Engineer shall be permitted access to any work area for the inspection of work and materials. The Owner may, at the Contractor's expense, order the uncovering or removal of any finished work if circumstances indicate faulty work or materials were used in the original installation. The Owner and Engineer shall also be permitted to inspect material invoices, payrolls or any other relevant data or records as may be necessary or required to satisfy the requirements of the Contract.

1.13 ENVIRONMENTAL PROTECTION

- A. General:
 - 1. Contractor shall comply with all Federal, State and Local laws and regulations controlling pollution of the environment. Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. In the event of conflict between such laws and regulations and the requirements of the Specifications, the more restrictive requirements shall apply. Environmental protection requirements specified in other Sections shall be considered as supplementing the requirements of this Section.

2. Failure of the Contractor to fulfill any of the requirements of this Section may result in the Owner ordering the stopping of construction operations.
3. Failure on the part of the Contractor to perform the necessary measures to control erosion, siltation, and pollution will result in the Owner notifying the Contractor to take such measures. In the event the Contractor fails to perform such measures within 24 hours after receipt of such notice, the Owner may stop the Work as provided above, or may proceed to have such measures performed by others. The cost of such work performed by others plus related fees by the Engineer will be deducted from monies due to the Contractor on his Contract.
4. All erosion and pollution control features installed by the Contractor shall be acceptably maintained by the Contractor during the time that construction work is being done.
5. Repair or replace damaged or inoperative erosion and pollution control devices as directed by the Engineer or the Owner's Representative.
6. Where there is a high potential for erosion and possible water pollution, the Contractor shall not expose, by his construction methods or procedures, an area of erosive land at any one time larger than the minimum amount required for the proper and efficient construction operation. If the exposure of any incomplete work corresponding to the exposure period required for erosion is anticipated, temporary protective measures shall be taken to prevent the erosion or collapse of land in the immediate construction area.

B. Erosion and Pollution Control Schedule:

1. At or prior to the preconstruction conference, the Contractor shall submit to the Owner for his information, an electronic copy of his erosion and pollution control work schedule. This schedule shall show the time relationship between phases of the Work which must be coordinated to reduce erosion and pollution and shall describe construction practices and temporary control measures which will be used to minimize erosion and pollution.
2. The schedule shall also show the Contractor's proposed method of erosion control on haul roads and borrow and material pits, and his plan for disposal of waste materials or other sources of pollution.
3. Maps or other documents may also be required to show the proposed final surface gradient of proposed borrow pits, soil type base course pits, and waste areas.
4. No work shall be started until the erosion and pollution control schedules and methods of operations have been submitted to the Owner for his information.

C. Air Pollution Controls:

1. Contractor shall control dust caused by his operations in the construction of the Project, including but not specifically limited to the following:
 - a. Clearing, grubbing, and stripping.
 - b. Excavation and placement of embankment.
 - c. Cement and aggregate handling.
 - d. Limerock stabilization.
 - e. Use of haul roads.
 - f. Sandblasting or grinding.

2. Contractor shall control air pollution from the following causes in constructing the project:
 - a. Volatiles escaping from asphalt and cutback materials.
 - b. Use of herbicides or fertilizers.
3. Control of dust and other air pollutants by the Contractor shall include:
 - a. Exposing the minimum area of land.
 - b. Applying temporary mulch with or without seeding.
 - c. Use of water sprinkler trucks.
 - d. Use of covered haul trucks.
 - e. Use of stabilizing agents in solution.
 - f. Use of dust palliatives and penetration asphalt on temporary roads.
 - g. Use of wood chips in traffic and work areas.
 - h. Use of vacuum-equipped sandblasting systems.
 - i. Use of plastic sheet coverings.
 - j. Restricting the application rate of herbicides to recommended dosage.
 - k. Materials shall be covered and protected from the elements.
 - l. Application equipment and empty containers shall not be rinsed and discharged so as to pollute a stream, river, lake, pond, water impoundment, or the ground water.
 - m. Relay of operations until climate or wind conditions dissipate or inhibit the potential pollutants.

D. Open Burning of Combustible Wastes:

1. No open burning of combustible waste materials or vegetation shall be permitted. All waste materials shall be removed from the site or within public rights-of-way and disposed in a legal manner.

E. Permanent and Temporary Water Pollution Control (Soil Erosion):

1. Sufficient precautions shall be taken during construction to minimize the run-off of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other polluting materials harmful to humans, fish, or other life, into the supplies and surface waters of the State. Control measures must be adequate to assure that turbidity in the receiving water will not be increased more than allowed by the State or controlling agency. Such measures may consist of construction of berms, dikes, dams, drains and sediment basins, or use of fiber mats, woven plastic filter cloths, gravel, mulches, quick growing grasses, sod, bituminous spray and other erosion control devices or methods approved by the State or controlling agency.
2. The Contractor shall not be permitted frequent fording of live streams with construction equipment; therefor, temporary bridges or other structures shall be used wherever such crossings adversely affect sediment levels and an appreciable number of stream crossings are necessary.
3. The Contractor shall promptly clear all waterways and drainage patterns of false work, piling, debris, or other obstructions placed during construction work and not a part of the finished work.

4. The Contractor shall remove and dispose of silt accumulations as directed by the Engineer or the Owner's Representative.
5. If new and additional erosion control structures are to be installed, under this project, to prevent possible future erosion as a result of work under this contract, they shall be constructed concurrently with the other work, as early as possible, and as conditions permit.

F. Noise Control:

1. The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment in order to comply with all current City ordinances and these Specifications. Sound levels shall be measured at the exterior of the nearest exterior wall of the nearest residence or building. Levels at construction equipment shall not exceed 85 dBA at any time. Sound levels in excess of allowable values are sufficient cause to have the work halted until equipment can be quieted to these levels. Work stoppage by the Engineer or Owner for excessive noise shall not relieve the Contractor of the other portions of this Specification including, but not limited to, completion dates and bid amounts.

1.14 TREE AND SHRUB PROTECTION AND TRIMMING

- A. Contractor shall exercise care to protect all trees and shrubs designated to remain. Trees and shrubs outside construction limits shall remain and shall be protected and where damaged, restored to original condition. Contractor shall obtain approval from the Owner prior to removing any trees. Trees damaged within construction limits due to negligence shall be restored to original condition.
- B. Tree limbs which interfere with construction operations and are approved for pruning shall be neatly cut with sharp pruning instruments; do not break or chop. All cut faces shall be coated with an approved tree pruning compound which is waterproof, antiseptic, elastic and free of kerosene, coal tar, creosote and other substances harmful to plants. Pruning operations shall be extended to restore the natural shape of the entire tree or shrub. Do not allow fires under or adjacent to trees or other plants which are to remain.
- C. Contractor shall protect tree and shrub root systems. Do not store construction materials, debris or excavated materials beyond construction limits. Do not permit vehicles or construction equipment beyond the limits of utility line construction. Restrict foot traffic to prevent excessive compaction of soil over root system. Excavated material shall be stockpiled away from tree drip lines as approved by the Engineer. Protect tree and shrub root systems from damage due to noxious materials in solution caused by run-off or spillage during construction operations, or drainage from stored materials. Protect root systems from flooding, erosion or excessive wetting resulting from dewatering operations. Excavate within the drip line of trees only when approved by the Engineer. Where trees are designated to remain within the limits of construction and trenching for utilities is required within tree drip lines, cut roots with sharp pruning instruments; do not break or chop. Paint roots over 2" caliper with approved tree pruning compound.
- D. Trees damaged by construction operations shall be repaired promptly after damage occurs to prevent progressive deterioration of damaged trees. Removed trees, branches, roots, and other excess materials shall be removed from the construction site to an approved landfill at the expense of the Contractor.

1.15 SITE CLEANUP AND RESTORATION

- A. The Contractor shall keep the working area free at all times of tools, materials and equipment not essential to the progress of the Work. Debris, waste materials, and rubbish shall be properly disposed of and not allowed to accumulate. If the Contractor should fail to do this, the Owner will make the necessary arrangements to affect the cleanup by others and will back charge the cost to the Contractor. If such action becomes necessary on the part of and in the opinion of the Owner, the Owner will not be responsible for the inadvertent removal of material which the Contractor would not have disposed of had he affected the required cleanup.

- B. Where material or debris has washed or flowed into or been placed in watercourses, ditches, gutters, drains, catch basins, or elsewhere as result of the Contractor's operations, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the Work, and the ditches, channels, drains etc., kept in a clean and neat condition.
- C. On or before the completion of the Work, the Contractor shall, unless otherwise directed or permitted in writing, tear down and remove all temporary buildings and structures built by him; shall remove all temporary works, tools, and machinery or other construction equipment furnished by him; shall remove, acceptably disinfect, and cover all organic matter and material containing organic matter in, under, and around privies, houses, and other buildings used by him; shall remove all rubbish from any grounds he has occupied; and shall leave the roads and all parts of the premises and adjacent property affected by his operations, in a neat and satisfactory condition.
- D. The Contractor shall restore the entire project site to its original or better condition, with the exception of any area(s) designated for alteration by the Contract Documents. The Contractor shall restore or replace, when and as directed, any public or private property damaged by his work, equipment, or employees to a condition at least equal to that existing immediately prior to the beginning of operations. To this end the Contractor shall do, as required, all necessary highway or driveway, walk, and landscaping work. Suitable materials, equipment, and methods shall be used for such restoration.
- E. The Contractor shall thoroughly clean all materials and equipment installed by him and his subcontractors and, on completion of the Work, shall deliver it undamaged and in fresh and new appearing condition.

1.16 LAWS AND REGULATIONS

- A. It shall be the responsibility of the Contractor to give all notices and comply with all the laws, rules, regulations, ordinances, etc., that may be applicable at the time the Work is started on the project. Should the Contractor discover the Drawings or Specifications are contradictory to, or in variance with the above, he shall notify the Engineer immediately, in writing, in order that any required changes or modifications can be made. It is not the Contractor's responsibility to make certain that the Drawings or Specifications are in non-compliance with any of the above; however, should he be aware of any existing discrepancy, or have reason to believe such may exist and performs work without proper notice to the Engineer, the Contractor shall be responsible for any cost involved in making the necessary alterations or corrections.

1.17 CONTRACTOR'S USE OF PREMISES

- A. All project construction work will be accomplished on the Owner's property, public rights-of-way or within temporary construction easements and the Contractor shall confine his activity to those designated areas. The Contractor shall not enter upon private property for any reason without securing prior permission from the property owner. Such permission, including any stipulations, shall be in writing and a copy shall be delivered to the Engineer prior to the Contractor's entry or occupation of the subject property. This requirement will be rigidly enforced, particularly with regard to the utilization of vacant areas adjacent to the work site for the storage of materials or parking equipment.
- B. The Contractor shall perform his work in such manner that he will not damage adjacent public or private property. Any damage to existing physical structures or utility services shall be repaired or restored promptly at no expense to the Owner.
- C. The Contractor shall avoid damage to and preserve all existing vegetation (grass, shrubs, trees, etc.) on or near the work area which do not, within reason, interfere with construction. The Contractor will be responsible for and required to replace or restore all such vegetation damaged or destroyed at no cost to the Owner. The Contractor will also be responsible for any unauthorized cutting or damage to trees, shrubs, etc., and also damage caused by careless operation of equipment, storage of materials and rutting or tracking of grass by equipment.

- D. The Contractor shall conduct access, hauling, filling, and storage operations as specified herein and as shown on the Contract Drawings:
 - 1. On-site borrow areas are designated as follows: Suitable material, as approved by Engineer, from excavations for project structures. Any additional borrow material required shall be provided by the Contractor from off-site.
 - 2. On-site spoil areas will become property of the Contractor and are to be disposed off-site.
- E. Construct all fill areas so runoff will not flood improved areas.
- F. All connections to existing piping systems shall be made as shown or indicated on the Drawings after consultation, cooperation, and coordination with the Owner. Some such connections may have to be made during off-peak hours (late night or early morning hours). The Contractor shall give a minimum of 72 hours notice to the Owner when tie-ins with the existing plant utilities are required.
- G. For major utility pipeline tie-ins and relocations, the Contractor shall submit a detailed Plan of Action for review and approval by the Owner and the Engineer. No major utility relocation or tie-ins shall proceed until the Plan of Action for that Work is approved.

1.18 HAZARDOUS LOCATIONS

- A. The Contractor shall be responsible for identification of hazardous locations, appropriate construction methods, and all other safety issues.

1.19 ADDITIONAL PROVISIONS

- A. The Contractor shall provide, at his own cost, all necessary temporary facilities for access to, and for protection of, all existing structures. The Contractor is responsible for all damage to existing structures, equipment, and facilities caused by his construction operations, and must repair all such damage when and as ordered by the Engineer.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01200

PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Contractor shall cooperate and coordinate with the Engineer to schedule and administer the preconstruction meeting, monthly progress meetings, and specifically called meetings throughout the progress of the Work.
2. The Contractor shall:
 - a. Prepare agenda for meetings.
 - b. Make physical arrangements for meetings.
3. Representatives of Contractor, subcontractors, and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
4. The Owner will attend meetings to ascertain that the Work is expedited consistent with Contract Documents and construction schedules.
5. The Contractor shall record the preconstruction meeting and each progress meeting in its entirety, and shall provide the Engineer with an electronic copy of such recording, having good quality and clarity, and a typed transcript of the minutes of the meeting.

B. Related Requirements Described Elsewhere:

1. Construction Progress Schedules: Section 01310.
2. Shop Drawings, Working Drawings, and Samples: Section 01340.
3. Project Record Documents: Section 01720.

1.02 PRECONSTRUCTION MEETING

- A. Engineer will schedule a preconstruction meeting no later than twenty (20) days after date of Notice to Proceed. The meeting shall be scheduled at the convenience of all parties.
- B. Location: A local site, convenient for all parties, designated by the Engineer.
- C. Attendance:
 1. Owner's representative.
 2. Engineer and his professional consultants.
 3. Resident project representative.
 4. Contractor and his superintendent.
 5. Major subcontractors.
 6. Representatives of major suppliers and manufacturers, as appropriate.
 7. Governmental and Utilities representatives, as appropriate.

8. Others as requested by the Contractor, Owner, and Engineer.

D. The Engineer shall preside at the preconstruction meeting. Contractor shall provide for keeping minutes and distribution of minutes. The purpose of the preconstruction meeting is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.

E. The suggested agenda for the preconstruction meeting will include but not be limited to the following:

1. Distribution and discussion of:
 - a. List of major subcontractors and suppliers.
 - b. Projected schedules.
 - c. Schedule of Values.
2. Critical work sequencing: Relationships and coordination with other contracts and/or work and continuing water treatment plant operation.
3. Major equipment deliveries and priorities.
4. Project coordination: Designation and responsible personnel.
5. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Request for Information.
 - d. Submittals.
 - e. Change Orders.
 - f. Applications for Payment.
6. Submittal of Shop Drawings, projects data and samples.
7. Adequacy of distribution of Contract Documents.
8. Procedures for maintaining Record Drawings.
9. Use of premises:
 - a. Office, work, and storage areas.
 - b. Owner's requirements.
 - c. Access and traffic control.
10. Construction facilities, controls, and construction aids.
11. Temporary utilities.
12. Safety and first aid procedures.
13. Check of required Bond and Insurance certifications.
14. Completion time for contract and liquidated damages.
15. Request for extension of Contract Time.

16. Procedures for periodic monthly (or whatever interval is deemed appropriate or necessary, however, a minimum of monthly meetings will be required) progress meetings, for all involved.
17. Security procedures.
18. Procedures for making partial payments.
19. Guarantees on completed work.
20. Equipment to be used.
21. Project layout and staking of work.
22. Project inspection.
23. Labor requirements.
24. Laboratory testing of material requirements.
25. Provisions for material stored on site and monthly inventory of materials stored.
26. Requirements of other organizations such as utilities, railroads, highway departments, building departments.
27. Rights-of-way and easements.
28. Housekeeping procedures.
29. Posting of signs and installation of Project Sign.
30. Pay request submittal dates.
31. Equal opportunity requirements.

1.03 PROGRESS MEETINGS

- A. The Engineer shall schedule regular periodic meetings. The progress meetings will be held a minimum of once every thirty (30) days and at other times as required by the progress of the Work. The first meeting shall be held within thirty (30) days after the preconstruction meeting or thirty (30) days or less after the date of Notice to Proceed.
- B. Hold called meetings as required by progress of the Work.
- C. Location of the meetings: As designated by the Owner.
- D. Attendance:
 1. Engineer and his professional Subconsultants as needed.
 2. Resident Project Representative.
 3. Contractor and his Superintendent.
 4. Owner's representatives.
 5. Subcontractors (active on the site, as appropriate to the agenda).
 6. Others as appropriate to the agenda (suppliers, manufacturers, other subcontractors, etc.)
- E. The Engineer shall preside at the meetings. Contractor shall provide for keeping minutes and distribution of the minutes. The purpose of the meetings will be to review the progress of the Work.

F. The suggested agenda for the progress meetings will include but not be limited to the following:

1. Review approval of minutes of previous meeting.
2. Review of Work progress since previous meeting and Work scheduled (3-week look ahead schedule).
3. Field observations, problems, conflicts.
4. Problems which impede construction schedule.
5. Review of off-site fabrication, delivery schedules.
6. Corrective measures and procedures to regain projected schedule.
7. Status of Construction Schedule and revisions to the Construction Schedule as appropriate.
8. Progress schedule during succeeding work period.
9. Coordination of schedules.
10. Review status of submittals and submittal schedule, expedite as required.
11. Maintenance of quality standards.
12. Pending changes and substitutions.
13. Shop drawing problems.
14. Review proposed changes for:
 - a. Effect on Construction Schedule and on completion date.
 - b. Effect on other contracts of the Project.
15. Critical/long lead items.
16. Other business.

G. The Contractor is to attend progress meetings and is to study previous meeting minutes and current agenda items, and be prepared to discuss pertinent topics and provide specific information including but not limited to:

1. Status of all submittals and what specifically is being done to expedite them.
2. Status of all activities behind schedule and what specifically will be done to regain the schedule.
3. Status of all material deliveries, latest contact with equipment manufacturers, and specific actions taken to expedite materials.
4. Status of open deficiencies and what is being done to correct them.

H. The Contractor is to provide a current submittal log at each progress meeting in accordance with Sections 01340: Shop Drawings, Working Drawings and Samples.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01310

PROJECT SCHEDULES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Prepare and submit to the Engineer in accordance with these Specifications, the estimated construction progress schedules demonstrating complete fulfillment of all contract requirements.
2. Submit revised progress schedules on a monthly basis. No partial payments shall be approved until there is an approved construction progress schedule.

1.02 FORM OF SCHEDULES

A. Prepare schedule in the form of a horizontal bar chart.

1. Provide separate horizontal bar for each trade or operation within each structure or item.
2. Horizontal time scale:
 - a. Show starting and completion dates for each activity in terms of the number of days after Notice to Proceed. All completion dates shown shall be within the period specified for contract completion. The first Schedule developed for approval shall be for the full length of the contract time. Subsequent schedules developed during construction can be modified based upon actual product deliveries and schedule of work.
 - b. Identify the first work day of each month.
3. Scale and Spacing: To allow space for notations and future revisions.
4. Maximum Sheet Size: 24 inches by 36 inches.

B. Format of Listings: The chronological order of each item of work for each structure.

C. Identification of Listings: By major specification on section numbers as applicable and structure.

1.03 CONTENT OF SCHEDULES

A. Construction Progress Schedule:/

1. Show the complete sequence of construction by activity.
2. Show the dates for the beginning of, and completion of, each major element of construction in no more than a one (1) week increment scale.
3. Show projected percentage of completion for each item, as of the first day of each month.
4. Show projected dollar cash flow requirements for each month of construction and for each activity as indicated by the approved Schedule of Values.

B. Submittal schedule for Shop Drawings and Samples shall be in accordance with Section 01340: Shop Drawings, Working Drawings, and Samples. Indicate on the Schedule the following:

1. The dates for Contractor's submittals.

2. The dates submittals will be required for Owner-furnished products, if applicable.

- C. A typed list of all long lead items (equipment, materials, etc.)
- D. To the extent that the progress schedule or any revised progress schedule shows anything not jointly agreed upon or fails to show anything jointly agree upon, it shall not be deemed to have been approved by the Engineer. Failure to include any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the Engineer's approval of the progress schedule.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule.
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.
 - 3. The effect of changes on schedule of other prime contractors.

1.05 SUBMITTALS

- A. Submittal Requirements:
 - 1. Logic network and/or time phased bar chart.
 - 2. Narrative description of the logic and reasoning of the schedule.
- B. Time of Submittals.
 - 1. Within fifteen (15) working days after Notice to Proceed, Contractor shall submit a network diagram describing the activities to be accomplished in the project and their dependency relationships, (predecessor/successor) as well as a tabulated schedule as herein defined. The schedule produced and submitted shall indicate a project completion date on or before the contract completion date.
 - 2. Within ten (10) working days after the conclusion of the Engineer's review period, Contractor shall revise the network diagram as required and resubmit the network diagram and a tabulated schedule produced therefrom. The revised network diagram and tabulated schedule shall be reviewed and accepted or rejected by the Engineer within fifteen (15) working days after receipt. The network diagram and tabulated schedule, when accepted by the Engineer, shall constitute the project work schedule unless a revised schedule is required due to substantial changes in the work scope, a change in contract time or a recovery schedule is required and requested.
- C. Acceptance:

1. The finalized schedule will be acceptable to the Engineer when, in the opinion of the Engineer, it demonstrates an orderly progression of the Work to completion in accordance with the contract requirements. Such acceptance will neither impose on the Engineer's responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefor. The finalized schedule of shop drawing submittals will be acceptable to the Engineer when, in the opinion of the Engineer, it demonstrates a workable arrangement for processing the submittals in accordance with the requirements. The finalized Schedule of Values will be acceptable to the Engineer as to form and content when, in the opinion of the Engineer, it demonstrates a substantial basis for equitably distributing the contract sum. When the network diagram and tabulated schedule have been accepted, The Contractor shall submit to the Engineer an electronic copy of the time-scaled network diagram.

D. Revised Work Schedules:

1. Contractor, if requested by the Engineer, shall provide a revised work schedule if, at any time, the Engineer considers the completion date to be in jeopardy because of "activities behind schedule." The revised work schedule shall include a new diagram and tabulated schedule conforming to the requirements of this section, designed to show how the Contractor intends to accomplish the work to meet the completion date. The form and method employed by Contractor shall be the same as for the original work schedule. No payment will be made if activities fall more than two (2) weeks behind schedule and a revised work schedule is not furnished.

E. Schedule Revisions:

1. The Engineer may require Contractor to modify any portions of the work schedule that becomes infeasible because of "activities behind schedule" or for any other valid reason. An activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule. No change may be made to the sequence, duration or relationships of any activity without approval of the Engineer.

1.06 DISTRIBUTION

A. Distribute copies of the reviewed schedules to:

1. Engineer.
2. Subcontractors.
3. Other concerned parties.
4. Owner

B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedule.

1.07 CHANGE ORDERS

- A. Upon approval of a change order, the approved changes shall be reflected in the next scheduled revision or update submittal by the Contractor.

1.08 SCHEDULE MONITORING

- A. At no less than monthly intervals, or when specifically requested by Engineer, Contractor shall submit to the Engineer of an updated schedule for those activities that remain to be completed.
- B. The updated schedule shall be submitted in the form, sequence, and number of copies requested for the initial schedule.

1.09 PROGRESS MEETINGS

- A. For the bi-weekly progress meeting, Contractor shall submit a three (3) week look-ahead schedule showing all activities in progress, uncompleted or scheduled to be worked during the three weeks. The three (3) weeks include the current week plus the next two (2) weeks. All activities shall be from the approved schedule and must be as shown on the schedule, unless behind or ahead of schedule.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01340

SHOP DRAWINGS, WORKING DRAWINGS, AND SAMPLES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Contractor shall submit to the Engineer for review and approval, such Shop Drawings, Test Reports, and Product Data on materials and equipment (hereinafter in this Section called Data), and material samples (hereinafter in this Section called Samples) as are required for the proper control of work, including but not limited to those Shop Drawings, Data, and Samples for materials and equipment specified elsewhere in the Specifications and in the Drawings.
2. Within fourteen (14) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way, expressed or implied, relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final review of Shop Drawings.
3. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log should include the following items:
 - a. Submittal description and number assigned.
 - b. Date to Engineer.
 - c. Date returned to Contractor (from Engineer).
 - d. Status of submittal (Approved, Approved as Noted, Amend and Resubmit, and Rejected).
 - e. Date of resubmittal and return (as applicable).
 - f. Date material release (for fabrication).
 - g. Projected date of fabrication.
 - h. Projected date of delivery to site.
 - i. Status of O&M manuals submittal.
 - j. Specification Section.
 - k. Drawing sheet number.

B. Related Requirements Described Elsewhere.

1. Construction Progress Schedules: Section 01310.
2. Project Record Documents: Section 01720.
3. Operating and Maintenance Data: Section 01730.

C. Terminology:

1. When used in the Contract Documents, the term "Shop Drawing" shall be considered to mean Contractor's plans for materials and equipment which become an integral part of the Project.
2. When used in the Contract Documents, the term "Working Drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and falsework for underpinning, and for such other work as may be required for construction but does not become an integral part of the Project.

1.02 CONTRACTOR'S RESPONSIBILITY

- A. It is the responsibility of the Contractor to check all drawings, data and samples prepared before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear the Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer.
- B. Determine and verify:
1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning and ending of manufacture, testing, and installation of materials, supplies, and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a Shop Drawing, Data, or a Sample returned for correction until a revision or correction thereof has been reviewed and returned, by the Engineer, with approval.
- E. The Contractor shall submit to the Engineer all shop drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. All submittals shall be accompanied with a transmittal letter prepared in duplicate containing the following information:
1. Date.
 2. Project Title and Number.
 3. Contractor's name and address.
 4. The number of each Shop Drawings, Project Data, and Sample submitted.
 5. Notification of Deviation from Contract Documents.

- a. The Contractor shall indicate in **bold type** at the top of the cover sheet of submittal of shop drawing if there is a deviation from the Drawings, Specifications, or referenced specifications or codes.
- b. The Contractor shall also list any deviations from the Drawings, Specifications, or referenced specifications or codes and identify prominently on the applicable Shop Drawings.

6. Submittal Log Number conforming to Specification Section Number.

- G. The Contractor shall submit an electronic copy of descriptive or product data information and Shop Drawings to the Engineer plus the number of copies which the Contractor requires returned.
- H. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of Work prior to the completion of the review by the Engineer of the necessary Shop Drawings.
- I. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposes to supply both as pertains to his own work and any work affected under other parts, headings, or divisions of the Drawings and Specifications.
- J. The Contractor shall not use Shop Drawings as a means of proposing alternate items to demonstrate compliance with the Drawings and Specifications.
- K. Each submittal will bear a stamp indicating the Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal. The Contractor stamp shall be similar to the sample given below.

(OWNER'S NAME) (PROJECT NAME) (PROJECT NUMBER)	
SHOP DRAWING NO.: _____ SPECIFICATION SECTION: _____ DRAWING NO.: _____	
WITH RESPECT TO THIS SHOP DRAWING OR SAMPLE, I HAVE DETERMINE AND VERIFIED ALL QUANTITIES, DIMENSIONS, SPECIFIED PERFORMANCE CRITERIA, INSTALLATION REQUIREMENTS, MATERIALS, CATALOG NUMBER, AND SIMILAR DATA WITH RESPECT THERETO AND REVIEWED OR COORDINATED THIS SHOP DRAWING OR SAMPLE WITH OTHER SHOP DRAWINGS AND SAMPLES AND WITH HE REQUIREMENTS OF THE WORK AND THE CONTRACT DOCUMENTS.	
_____ NO VARIATION FROM CONTRACT DOCUMENTS _____ VARIATION FROM CONTRACT DOCUMENTS AS SHOWN.	
(CONTRACTOR'S NAME) (CONTRACTOR'S ADDRESS)	
BY: _____ DATE: _____ AUTHORIZED SIGNATURE: _____	

NOTE: NOT TO SCALE

- L. Drawings and schedules shall be checked and coordinated with the work of all trades and sub-contractors involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.

1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of Shop Drawings, Data, and Samples as submitted by the Contractor will be to determine if the item(s) generally conform to the information in the Contract Documents and is compatible with the design concept. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, connections, quantities, and details of the material, equipment, device, or item shown.
- B. The review of drawings and schedules will be general, and shall not be construed:
 - 1. As permitting any departure from the Contract Documents.
 - 2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials.
 - 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.
- C. If the drawings or schedules, as submitted, describe variations and show a departure from the Contract Documents, which the Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or contract time, the Engineer may return the reviewed drawings without noting an exception.
- D. "Approved As Noted" - Contractor shall incorporate Engineer's comments into the submittal before release to manufacturer. The Contractor shall send a letter to the Engineer acknowledging the comments and their incorporation into the Shop Drawing.
- E. "Amend And Resubmit" - Contractor shall resubmit the Shop Drawing to the Engineer. The resubmittal shall incorporate the Engineer's comments highlighted on the Shop Drawing.
- F. "Rejected" - Contractor shall correct, revise and resubmit Shop Drawing for review by Engineer.
- G. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
- H. If the Contractor considers any correction indicated on the drawings to constitute a change to the Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- I. If the Contractor considers any correction indicated on the drawings to constitute a change to the Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- J. All drawings, schematics, manufacturer's product data, certifications, and other Shop Drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.
- K. No partial submittals will be reviewed. Submittals not deemed complete will be stamped "Rejected" and returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:
 - 1. Systems.
 - 2. Processes.
 - 3. As indicated in specific Specifications Sections.
- L. Only the Engineer shall utilize the color "red" in marking Shop Drawing submittals.

- M. Shop drawing and submittal data shall be reviewed by the Engineer for each original submittal and first resubmittal; thereafter review time for subsequent resubmittals shall be charged to the Contractor and the Contractor shall reimburse the Owner for services rendered by the Engineer as specified in the Supplementary Conditions.

1.04 SHOP DRAWINGS

- A. Shop Drawings shall be complete and detailed and shall consist of fabrication, erection, setting and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Catalogs cuts, catalogs, pamphlets, descriptive literature, and performance and test data shall be considered only as supportive information to required Shop Drawings as defined above. As used herein, the term "manufactured" applies to standard units usually mass-produced; and "fabricated" means items specifically assembled or made from selected materials to meet individual design requirements.
- B. Manufacturer's catalog sheets, brochures, diagrams, illustrations, and other standard descriptive data shall be clearly marked to identify pertinent materials, products, or models. Delete information which is not applicable to the Work by striking or cross-hatching.
- C. Each Shop Drawing shall be submitted with an 8-1/2" by 11" cover sheet which shall include a title block for the submittal. Each Shop Drawing cover sheet shall have a blank area 3-1/2 inches high by 4-1/2 inches wide, located adjacent to the title block. The title block/cover sheet shall display the following:
1. Project Title and Number.
 2. Name of project building or structure.
 3. Number and title of the Shop Drawing.
 4. Date of Shop Drawing or revision.
 5. Name of Contractor and subcontractor submitting drawing.
 6. Supplier/manufacturer.
 7. Separate detailer when pertinent.
 8. Specification title and Section number.
 9. Applicable Drawing number.
- D. Data on materials and equipment shall include, without limitation, materials and equipment lists, catalog data sheets, catalog cuts, performance curves, diagrams, verification of conformance with applicable standards or codes, materials of construction, and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent Data.
- E. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, and address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- F. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the Work in accordance with the Contract, even though such drawings have been reviewed.
- G. All manufacturers or equipment suppliers who propose to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include

at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least two (2) years unless specified otherwise in the Specification Section applicable.

1.05 WORKING DRAWINGS

- A. Copies of working drawings, as noted in paragraph 1.05A. above, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for the Work.
- B. Working Drawings shall be signed by a registered Professional Engineer, currently licensed to practice in the State of Florida, and shall convey, or be accompanied by, calculations or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such work, working drawings must have been reviewed without specific exceptions by the Engineer. The review will be for general conformance and will not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks to new or existing work are assumed by the Contractor; the Owner and Engineer shall have no responsibility therefor.

1.06 SAMPLES

- A. The Contractor shall furnish, for the approval of the Engineer, samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in the Work until approved by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Full range of color, texture, and pattern.
 - 3. A minimum of three (3) samples of each item shall be submitted.
- C. Each sample shall have a label indicating: (Samples of finished materials shall have additional marking that will identify them under the finished schedules.)
 - 1. Name of Project.
 - 2. Name of Contractor and subcontractor.
 - 3. Material or equipment represented.
 - 4. Place of origin.
 - 5. Name of producer/supplier and brand (if any).
 - 6. Location in Project.
 - 7. Submittal and specification numbers.
- D. The Contractor shall prepare a transmittal letter and a description sheet for each shipment of samples. The description sheet shall contain the information required in Paragraphs 1.06B and C above. He shall enclose a copy of the letter and description sheet with the shipment and send a copy of the letter and description sheet to the Engineer. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.
- E. Approved samples not destroyed in testing shall be sent to the Engineer or stored at the site of the Work. Approved Samples of the hardware in good condition will be marked for identification and may be used

in the Work. Materials and equipment incorporated in the Work shall match the approved Samples. Samples which failed testing or were not approved will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01370 SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Submit to the Engineer a Schedule of Values allocated to the various lump sum portions of the Work, at the Pre-Construction Conference, and as otherwise specified or requested to be submitted earlier as evidence of the Apparent Low Bidder's qualifications.
2. Upon request of the Engineer, support the values with data which will substantiate their correctness. The data shall include, but not be limited to, quantity of materials, all sub-elements of the activity, and their units of measure.
3. The Schedule of Values shall establish the actual value for each activity of the Work to be completed taken from the Construction Schedule and shall be used as the basis for the Contractor's Applications for Payment.

B. Related Requirements Described Elsewhere:

1. Conditions of the Construction Contract.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Type schedule on 8-1/2 inch x 11 inch white paper. Contractor's standard forms and computer printouts may be considered for approval by the Engineer upon Contractor's request. Identify schedule with:

1. Title of project and location.
2. Owner and purchase order number.
3. Engineer and project number.
4. Name and address of Contractor.
5. Contract designation.
6. Date of submission.

B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing item prices for progress payments during construction.

C. Identify each line item with the number and the title of the respective section of the Specifications.

D. For each major item of the Work, list sub-values of major products or operations under the major item.

E. For the various portions of the Work:

1. The amount for each item shall reflect a total installed cost, including a directly proportional amount of the Contractor's overhead and profit.
2. For items on which progress payments will be requested for stored materials, break down the value into:

- a. Cost of the materials delivered and unloaded, with taxes paid. Paid invoices are required for materials. Payment for materials shall be limited to the invoiced amount only.
- b. Total installed value.

F. Round off figures to nearest dollar amount.

G. The sum of the costs of all items listed in the schedule shall equal the total Contract Price.

H. For each item which has an installed value of more than \$25,000, provide a breakdown of costs to list major products or operations under each item.

1.03 SUB SCHEDULE OF UNIT MATERIAL VALUES

A. Submit a separate schedule of unit prices for materials to be stored on site and for those materials incorporated into the Work for which progress payments will be requested.

B. The unit values for the materials shall be broken down into:

- 1. Cost of the material, delivered and unloaded at the site, with taxes paid.
- 2. Copies of paid invoices for component material shall be included with the payment request in which the material first appears.

C. Only materials unique to the project may be billed when stored on site. Materials of standard use such as conduit, wire, small-diameter pipe, steel, etc., shall not be accepted for payment

D. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

1.04 REVIEW AND RESUBMITTAL

A. After review by Engineer, revise and resubmit Schedule of Values and Schedule of Unit Material Values are required.

B. Resubmit revised schedules in same manner.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01380

CONSTRUCTION PHOTOGRAPHY & VIDEOS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Contractor shall be responsible for the production of pre-construction, construction progress and post-construction photographs as provided herein. Owner's Representative may also designate additional subjects for photographs in addition to the general guidelines identified below.

PART 2 – QUALITY

2.01 DESCRIPTION

- A. All photographs must be produced by a competent photographer and shall be digital (10 Mega-Pixel minimum) date-stamped, color photography of commercial quality. All Contractor generated photographs must be stored in a .jpeg file format. Each electronic copy shall be digital date-stamped photographs on a flash drive or other format acceptable to the City.

- 1. The electronic copy shall include:

- a. Name of city and city project number of Contract
 - b. Name of the Contractor
 - c. Description and location of view
 - d. Identity of the photographer

- B. Each photograph submittal must include a Photo Log the includes:

- 1. Name of city and city project number of the contract
 - 2. Name of the Contractor
 - 3. Name of the photographer and company
 - 4. Photograph number
 - 5. Date of the photograph
 - 6. Filename the camera assigns to the photo (e.g. MVC-001.jpg)
 - 7. Appropriate descriptive information to properly identify the location of view to assist in maintaining a concise project record (e.g. location of MH 5 – Line A or Sta: 2+00 – Line A or location of Sedimentation Basin 5, valve, etc.).
 - a. This may be entered as a project drawing or sketch.

PART 3 – VIEWS AND QUANTITIES

3.01 PRE-CONSTRUCTION VIDEO

- A. Pre-Construction Videos are required for projects involving Streets, Right-of-Way, Water, Wastewater, or Stormwater.

- B. Contractor shall document, by video, within the limits of construction, all pre-existing site conditions/elements as listed for the Pre-Construction Photographs in the following section. The video documentation shall provide a clear and continuous view of the project alignment showing all visible utilities and features within the limits of construction. The Pre-Construction Video shall be in a format acceptable to the City and shall be shot prior to the occurrence of any site disturbance but after the Notice to Proceed. An electronic copy shall be submitted within ten (10) calendar days or the Notice to Proceed.

3.02 PRE-CONSTRUCTION PHOTOGRAPHS

- A. Pre-Construction Photographs are required for projects involving Streets, Right-of-Way, Water, Wastewater, or Stormwater.
- B. All pre-construction photographs must be submitted within ten (10) calendar days of the Notice to Proceed. Pre-construction photographs must be taken at sufficient intervals to be able to carefully document the pre-construction conditions of the Work, but in no case less than 100-foot intervals along the street, right-of-way, drainage easement or water/wastewater line route before commencement of Work. Each photograph location shall be taken from a minimum of two (2) views (one forward station view and one backward station view along the street, drainage, easement, or pipeline route) within the limits of construction. Particular attention must be devoted to pre-existing damage to structures; landscape features, streets, curbs, sidewalks, driveways, signs, mailboxes, retaining walls, MSE walls, etc. shall be documented. An identifier such as houses or businesses address/ signs, property numbers, mailboxes, landscaping, etc. shall be included in each view for ease of later identification. At a minimum, Pre-construction photographs must be taken of the following views:
 - 1. The entire street ROW
 - 2. The entire easement width and length (both permanent and temporary)
 - 3. All curb lines (both sides of the street) – all pre-existing curb damage not called for replacement within the Work and shall include major cracks
 - 4. All driveways, steps, and curbs and curb ramps (both side of street)
 - 5. Fence and gate conditions
 - 6. Trees, ornamental shrubs, plantings/planter boxes and evidence of irrigation features
 - 7. Other privately or publicly owned features of facilities that might be disturbed by the construction
 - 8. Prominent utility features, such as:
 - a. Guy wires, poles, signs, valves, fire hydrants, meters, pull boxes, etc.
 - 9. Streams and stream banks within the limits of construction
 - 10. Other significant or prominent features in order to protect the Owner and Contractor following construction (e.g. close up photographs of pre-existing broken curbs, cracked/failed pavement, damaged adjacent retaining walls, etc.)
 - 11. Views of structures, both inside and adjacent to the ROW/easement in areas where Contractor will be working within five (5) feet of said structure.
 - 12. Other views as requested by the Owner

3.03 CONSTRUCTION PROGRESS PHOTOGRAPHS

- A. Construction Progress photos must be taken weekly, at least, showing the progress of the work for the week. Construction photographs of the same views taken during pre-construction photography must be taken during the progress of the Work and shall be submitted monthly with Contractor's monthly payment application.

3.04 POST-CONSTRUCTION PHOTOGRAPHS

- A. Post-construction photographs must be taken of the same views as the pre-construction photography to fully document the completed project. Post-construction photographs must be taken after cleanup and site restoration and must be submitted with the final payment.

END OF SECTION

SECTION 01410

TESTING AND TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Contractor shall employ and pay for services of an independent testing laboratory to perform soils and concrete testing. The testing laboratory will be selected by the Engineer and shall complete various testing activities as directed by the Engineer; however, the Contractor shall pay for the testing services.
2. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.

B. Related Requirements Described Elsewhere:

1. Conditions of the Contract.
2. Respective section of the Specifications: Certification of Products.
3. Each Specification section listed: Laboratory tests requires, and standards for testing.
4. Testing laboratory inspection, sampling and testing is required for, but not limited to, the following:
 - a. Excavating, Backfilling, and Compaction.
 - b. Stabilized Sub-Base.
 - c. Limerock Base.
 - d. Asphaltic Concrete Pavement
 - e. Cast-in-Place Concrete.

C. The following schedule defines the responsibilities of various tests:

Test	Notes	Paid for/By
Soil Compaction	Pipe Work: every 100 ft. at each lift of compaction minimum. Beneath Structures: each 500 SF each lift of compaction minimum.	Contractor
Settlement Monitoring	As required by testing laboratory	Contractor
Pressure	As specified in Division 15	Contractor
LBR	Each 600 SF of pavement minimum.	Contractor
Asphaltic Concrete Pavement	Per FDOT Specifications	Contractor
Concrete	Slump test each delivery and compression test five cylinders every 50 C.Y. minimum.	Contractor

- D. Additional Tests: The Contractor shall pay for first tests as specified herein. In the event the first test samples do not meet the applicable material specifications, the Contractor shall take measures to

conform the material and equipment to the Specifications. All subsequent tests after the first test required to show compliance with the Specifications shall be paid for by the Contractor. The costs for retesting shall not be deducted from the allowance.

1.02 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with Owner's personnel and laboratory personnel. Provide access to Work and manufacturer's operations.
- B. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- C. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacturer or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- D. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.
 - 2. To facilitate inspections and tests.
- E. Notify Owner a minimum of three (3) working days in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01505

MOBILIZATION

PART 1 - GENERAL

1.01 DESCRIPTION AND SCOPE

- A. Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work.
- B. Mobilization shall include, but not be limited to, the following principal items:
 - 1. Move onto the site all Contractor's materials and equipment required for first month operations.
 - 2. Provide a temporary field office for the Contractor's use.
 - 3. Provide a temporary field office for the Engineer's use.
 - 4. Install temporary construction power, wiring, and lighting facilities.
 - 5. Establish fire protection plan and safety program.
 - 6. Secure construction water supply.
 - 7. Provide on-site sanitary facilities and potable water facilities as required by agencies having jurisdiction.
 - 8. Arrange for and erect Contractor's work and storage yard and employee's parking facilities.
 - 9. Submit all required insurance certificates and bonds.
 - 10. Obtain all required permits.
 - 11. Post all OSHA, EPA, Department of Labor, and all other required notices.
 - 12. Submit a detailed construction schedule acceptable to the Engineer, as specified.
 - 13. Submit a schedule of values of the Work.
 - 14. Submit a schedule of submittals.

1.02 DEMOBILIZATION

- A. Demobilization is the timely and proper removal of all Contractor owned material, equipment or plant, from the job site and the proper restoration or completion of work necessary to bring the site into full compliance with the Contract Documents.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01568

TEMPORARY EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Work specified in this Section consists of designing, providing, maintaining and removing temporary erosion and sedimentation controls as required by applicable rules and regulations and permit conditions.
2. Temporary erosion controls include, but are not limited to, grassing, mulching, netting, and providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits.
3. Temporary sedimentation controls include, but are not limited to, silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits.
4. Contractor is responsible for providing effective temporary erosion and sediment control measures during construction or until final controls become effective.

B. Related Work Described Elsewhere:

1. Excavation, Backfilling, and Grading: Section 02220
2. Loaming, Seeding and Mulching: Section 02922
3. Solid Sodding: Section 02822

PART 2 – PRODUCTS

2.01 EROSION CONTROL

- A. Sodding is specified in Section 02822
- B. Netting shall be fabricated of material acceptable to the Owner.

2.02 SEDIMENTATION CONTROL

- A. Bales shall be clean, seed free cereal hay type.
- B. Netting shall be fabricated of material acceptable to the Owner.
- C. Filter stone shall be crushed stone which conforms to Florida Department of Transportation (FDOT) Specifications.
- D. Concrete block shall be hollow, non-load bearing type.
- E. Concrete shall be exterior grade not less than 1 inch thick.

PART 3 – EXECUTION

3.01 EROSION CONTROL

A. Minimum procedures for grassing are:

1. Scarify slopes to a depth of not less than 6 inches and remove large clods, rock, stumps, roots larger than $\frac{1}{2}$ inch in diameter and debris.
2. Sow seed within 24 hours after the ground is scarified with either mechanical seed drills or rotary hand seeders.
3. Apply mulch loosely and to a thickness of between $\frac{3}{4}$ inch and 1 $\frac{1}{2}$ inches.
4. Apply netting over mulched areas on sloped surfaces.
5. Roll and water seeded areas in a manner which will encourage sprouting of seeds and growing of grass. Reseed areas which exhibit unsatisfactory growth. Backfill and seed eroded areas.

3.02 SEDIMENTATION CONTROL

- #### A.
- Install and maintain silt dams, traps, barriers, and appurtenances as shown on the approved descriptions and working drawings. Hay bales, which deteriorate, and filter stone, which dislodge, shall be replaced.

3.03 PERFORMANCE

- #### A.
- Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results which comply with the requirements of the State of Florida, the Owner or Engineer, the Contractor shall immediately take whatever steps are necessary to correct the deficiency at his own expense.

END OF SECTION

SECTION 01650

START-UP AND DEMONSTRATION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Demonstrate to Owner and Engineer the Work functions as a complete and operable system under normal and emergency operating conditions.
- B. Contractor shall provide all materials, personnel, equipment, and expendables as needed and as specified to perform the required start-up and demonstration tests.
- C. The intent of the start-up demonstration and testing is for the Contractor to demonstrate to the Owner and the Engineer that the Work will function as a complete and operable system under normal, as well as emergency operating conditions, and is ready for final acceptance.
- D. Related Work Described Elsewhere:
 - 1. Progress Schedules: Section 01310
 - 2. Operating and Maintenance Data: Section 01730
 - 3. Mechanical: Division 15

PART 2 – PRODUCTS

2.01 START-UP PLAN

- A. Submit for approval by the Engineer a detailed start-up plan outlining the schedule and sequence of all tests and start-up activities, including submittal of checkout forms, submittal of demonstration test procedures, start-up, demonstration and testing, submittal of certification of completed demonstration and training. Start-up and commissioning may not begin until the plan is approved by the Engineer.

PART 3 – EXECUTION

3.01 COMPONENT TEST AND CHECK-OUT

- A. Start-up Certification: Prior to system start-up, successfully complete all the testing required of the individual components of the Work. Submit an electronic copy of Check Out Memo for each individual component or piece of equipment, signed by the Contractor or the subcontractor and the manufacturer's representative. All copies of the Operation and Maintenance Manuals must be provided before start-up may begin. These forms shall be completed and submitted before Instruction in Operation to Owner or a request for initiating any final inspections. Insert one (1) copy of this form into the applicable section of each Operation and Maintenance Manual.
- B. Demonstrate to the Engineer and the Owner's representative, that all temporary jumpers and/or bypasses have been removed and all of the components are operating under their own controls as designated.
- C. Coordinate start-up activities with the Owner's operating personnel at the treatment plant site and with the Engineer prior to commencing system start-up.

3.02 START-UP

- A. Confirm all equipment is properly energized, the valves are set to their normal operating condition and the flow path through the new Work is unobstructed.
- B. Slowly fill each hydrostatic structure in the process flow stream with water.
- C. Initiate start-up and training in accordance with, and with the use of, the plant operation and maintenance manuals.
- D. Observe the component operation and make adjustments as necessary to optimize the performance of the Work.
- E. Coordinate with Owner for any adjustments desired or operational problems requiring debugging.
- F. Make adjustments as necessary.

3.03 START-UP DEMONSTRATION AND TESTING

- A. Prior to beginning the start-up demonstration testing, the Contractor shall submit a detailed schedule of operational circumstances for approval by the Engineer. The schedule of operational circumstances shall describe, in detail, the proposed test procedures for each piece of equipment. Provide similar test procedure forms for each piece of equipment or section of the Work to include all particular aspects and features of that equipment or section of the Work and as specified in the Technical Sections of the Specifications. After all Work components have been constructed, field tested, and started up in accordance with the individual Specifications and manufacturer requirements, and after all Check-Out Forms have been completed and submitted, perform the Start-Up Demonstration and Testing. The demonstration period shall be held upon completion of all systems at a starting date to be agreed upon in writing by the Owner or his representative.
- B. The Start-Up Demonstration Testing will be conducted for ten (10) consecutive days. The Work must operate successfully during the ten (10) day testing period in the manner intended. If the Work does not operate successfully, or if the start-up is interrupted due to other contracts, the problems will be corrected and the test will start over from day one. The party causing the interruption will be subject to the assessment of actual damages due to delay.
- C. During the start-up demonstration period, operate the Work, instruct designated plant operating personnel in the function and operation of the Work, and cause various operational circumstances to occur. As a minimum, these circumstances will include average and peak daily flows, random equipment or process failures, tank overflows, surcharges, interlocks, and bypasses. Demonstrate the essential features of the equipment and its relationship to other equipment. The approved schedule of operational circumstances and Demonstration Test Procedures Forms will be used as the agenda during the Start-Up Demonstration Testing period for all equipment and sections of the Work. Coordination of the demonstration test schedule will be accomplished through the Engineer.
- D. Acceptability of the Work's performance will be based on the Work performing as specified under these actual and simulated operating conditions, to provide water treatment facilities functioning as intended and as defined in the Contract Documents.
- E. Demonstrate the essential features of all the mechanical systems as they apply to the Work. Each system shall be demonstrated once only, after completion of testing.
- F. Upon successful completion of the Start-up, Demonstration and Testing, the Owner's personnel will receive the specified training for each system. Training of the Owner's personnel will not be considered

valid unless it takes place using a system that has successfully passed the Start-up, Demonstration and Testing.

- G. Upon completion of all specified operator training, the Contractor shall submit to the Engineer an electronic copy of the Certificate of Completed Demonstration Form, for each item of equipment or system in the Work, signed by the Contractor, Subcontractor, Engineer, and the Owner. Insert one (1) copy of this form in the applicable section of each Operation and Maintenance Manual.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.
- B. Related Requirements Described Elsewhere:
 - 1. Cleaning: Section 01710
 - 2. Project Record Documents: Section 01720
 - 3. Operating and Maintenance Data: Section 01730
 - 4. Warranties and Bonds: Section 01740

1.02 SUBSTANTIAL COMPLETION

- A. The Work will not be substantially complete, and Contractor may not request substantial completion inspection unless the following submittals and work is completed:
 - 1. All Operation and Maintenance manuals have been submitted and approved to the requirements of Section 01730.
 - 2. All equipment has been checked-out by the equipment manufacturer and Certificates of Manufacturer's Check-Out have been submitted as required by Section 01650.
 - 3. Project Record Documents are complete and have been submitted and reviewed to the requirements of Section 01720.
 - 4. All training of Owner's personnel completed.
 - 5. All areas to be used and occupied are safe, operable in automatic and complete.
 - 6. All building occupancy certificates have been issued by the appropriate building permitting agency.
 - 7. All painting, finishes, fencing, cleanup, final grading, grassing, planting, sidewalk construction, and paving shall have been completed and are ready for inspection.
 - 8. All deficiencies noted on inspection reports or nonconformances are corrected or the correction plan approved.
- B. When the conditions of paragraph 1.02 A. are met, the Contractor shall submit to the Engineer:
 - 1. A written notice that he considers the Work, or portion thereof, is substantially complete, and request an inspection.
 - 2. A punchlist of items to be corrected. (Uncompleted work which is not related to the safe, effective, efficient use of the Project may be allowed on the punchlist with the Engineer's approval.)
- C. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.

D. Should the Engineer determine that the Work is not substantially complete:

1. The Engineer will promptly notify the Contractor in writing, giving the reasons therefor.
2. Contractor shall remedy the deficiencies in the Work and send another written notice of substantial completion to the Engineer.
3. The Engineer will, within reasonable time, reinspect the Work. The Contractor will be liable for reinspection fees as described in Paragraph 1.04, herein.

E. When the Engineer finds that the Work is substantially complete, he will:

1. Schedule a walk-through of the facility to include the Owner. Engineer shall determine the completeness of the punchlist and readiness of the facility for occupancy by the Owner.
2. Prepare and deliver to Owner a tentative Certificate of Substantial Completion with the tentative punchlist of items to be completed or corrected before final inspection.
3. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected. Any incomplete work allowed on a punchlist must be reinspected upon completion and any deficiencies found will be added to the punchlist.

1.03 FINAL INSPECTION

A. Prior to Contractor's request for a final inspection the following submittals and work must be complete:

1. Project Record Documents must be approved.
2. All spare parts and maintenance materials must be suitably delivered to the Owner per the requirements of the Technical Sections of the Specifications.
3. Contractor to submit evidence of compliance with requirements of governing authorities.

B. After satisfying the requirements of Paragraph 1.03 A. and when Contractor considers the Work complete, he shall submit written certification that:

1. Contract Document requirements have been met.
2. Work has been inspected for compliance with Contract Documents.
3. Work has been completed in accordance with Contract Documents.
4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
5. All punchlist items have been corrected or completed and the Work is ready for final inspection.

C. The Engineer will, within reasonable time, make an inspection to verify the status of completion after receipt of such certification.

D. Should the Engineer consider that the Work is incomplete or defective:

1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
2. Contractor shall take immediate steps to remedy the stated deficiencies and send another written certification to the Engineer that the Work is complete.

3. The Engineer will, within a reasonable amount of time, reinspect the Work and the Contractor shall be liable for reinspection fees as described in Paragraph 1.04, herein.

- E. When the Engineer finds that the Work is acceptable under the Contract Documents, the Contractor may make closeout submittals.

1.04 REINSPECTION FEES

- A. Should the Engineer perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:
 1. Contractor will compensate the Owner for such additional services.
 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

- A. Warranties and Bonds: To requirements of Section 01740.
- B. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.
- C. Certificate of Insurance for Products and Completed Operations.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum:
 1. The original Contract Sum.
 2. Additions and deductions resulting from:
 - a. Previous change orders or written amendments.
 - b. Allowances
 - c. Unit prices
 - d. Deductions for uncorrected work
 - e. Penalties and bonuses
 - f. Deductions for liquidated damages
 - g. Deduction for reinspection payments
 - h. Other adjustments
 3. Total Contract Sum, as adjusted.
 4. Previous payments.
 5. Sum remaining due.
- C. Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum, which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01710

CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Execute cleaning, during progress of the Work and at completion of the Work.

1.02 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operation to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property, and which will not damage surfaces.
- B. Use only those cleaning material and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 – EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris, resulting from construction operations or personal activities.
- B. Provide on-site containers for the collection of waste materials, debris, and rubbish.
- C. Remove waste materials, debris, and rubbish from the site periodically, or as directed by the Owner, and dispose of at legal disposal areas away from the site.

3.02 DUST CONTROL

- A. The Contractor shall employ construction techniques to minimize the production and distribution of dust.
- B. Clean interior spaced prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
- C. Schedule operations so the dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces.

3.03 CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

- C. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas, to verify the entire Work is clean.

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Maintain at the site for the Owner one (1) record copy of:

1. Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications of the Contract.
5. Engineer's Field Orders or written instructions.
6. Approved Shop Drawings, Working Drawings, and Samples.
7. Field test records.
8. Construction photographs.

B. Related Requirements Described Elsewhere:

1. Field Engineering: Section 01050
2. Shop Drawings, Working Drawings, and Samples: Section 01340
3. Construction Photography and Videos: Section 01380

1.02 DRAWINGS AND PROJECT MANUAL

A. Store documents and samples in Contractor's field office apart from documents used for construction.

1. Provide files and racks for storage of documents.
2. Provide locked cabinet or secure storage space for storage of samples.
3. Provide digital storage for electronic copies.

B. File documents and samples in accordance with CSI format with section numbers as provided herein.

C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.

D. Always make documents and samples available for inspection by the Engineer or the Owner.

E. As a prerequisite for monthly Progress payments, the Contractor is to exhibit the currently updates "Record Documents" for review by the Engineer and Owner. Payment may be withheld if record documents are not satisfactorily maintained.

1.03 MARKING DEVICES

A. Provide marking pens for recording information in the color code designated by the Engineer.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with a rubber stamp having one (1) inch high letters.
- B. Record information concurrently with construction progress.
 - 1. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly and clearly mark, to scale, each drawing to record actual construction:
 - 1. Depths of various elements of foundation in relation to finish first floor datum.
 - 2. All underground piping with elevations and dimensions. Changes to piping location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original Contract Drawings.
 - 7. Equipment and piping relocations.
 - 8. Major architectural and structural changes including relocation of doors, windows, etc.
 - 9. Architectural schedule changes according to Contractor's records and shop drawings.
- D. Specifications and Addenda: Legibly mark each section to record:
 - 1. Manufacturer, trade name, catalog number of Supplier of each product and item of equipment installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review and approval): Provide an electronic copy of record shop drawings within the Operation and Maintenance Manual, for each process equipment, piping, electrical system and instrumentation system (see Section 01730).

1.05 SUBMITTAL

- A. At Contract closeout, deliver Record Documents to the Engineer for the Owner.
- B. Accompany submittal with transmittal letter, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each Record Document.
 - 5. Signature of Contractor or his authorized representative.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01730

OPERATING AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.
 - a. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of Specifications.
2. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.

B. Related Requirements Described Elsewhere:

1. Contract Closeout: Section 01700
2. Project Record Documents: Section 01720
3. Mechanical: Division 15

1.02 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel:

1. Trained and experienced in maintenance and operation of described products.
2. Familiar with requirements of this Section.
3. Skilled as technical writer to the extent required to communicate essential data.
4. Skilled as draftsman competent to prepare required drawings.

1.03 FORM OF SUBMITTALS

A. Prepare data in form of an instructional manual for use by Owner's personnel.

B. Format:

1. Size: 8 ½ inches x 11 inches.
2. Paper: 20 pound minimum, white, for typed pages.
3. Text: Manufacturer's printed data, or neatly typed.
4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Reduce larger drawings and fold to size of text pages; not larger than 14 inches x 17 inches.
5. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - a. Provide typed description of projects and major component parts of equipment.

- b. Provide identified tabs.
- 6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
 - a. Title of Project.
 - b. Identity of separate structure as applicable.
 - c. Identity of general subject mater covered in the manual.

C. Binders:

- 1. Commercial quality, three D-ring type binders with durable and cleanable white plastic covers. Binders shall be presentation type with clear vinyl covers on front, back, and spine. Binders shall include two sheet lifters and two horizontal inside pockets.
- 2. Maximum D-ring width: 2 inches
- 3. When multiple binders are used, correlate the data into related consistent groupings.

- D. In addition to standard operation and maintenance manuals, all manufacturers supplying equipment specified in Division 15 shall submit their operation and maintenance manuals on USB drive, in a Microsoft Word, or text, ".txt" formats. All graphic files shall be in PDF, JPEG, DWG, or DXF formats.

1.04 CONTENT OF MANUAL

A. Neatly typed table of contents for each volume, arranged in systematic order.

- 1. Contractor, name of responsible principal, address, and telephone number.
- 2. A list of each product required to be included, indexed to content of the volume.
- 3. List, with each product, name address, and telephone number of:
 - a. Subcontractor, manufacturer and installer name, addresses, and telephone numbers.
 - b. A list of each products required to be included, indexed to content of the volume.
 - c. Identify area of responsibility of each.
 - d. Local source of supply for parts and replacement equipment including name, address, and telephone numbers.
- 4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

B. Product Data:

- 1. Include only those sheets which are pertinent to the specific product.
- 2. Annotate each sheet to:
 - a. Clearly identify specific product or part installed.
 - b. Clearly identify data applicable to installation.
 - c. Delete references to inapplicable information.
- 3. Operation and maintenance information as herein specified.
- 4. Record shop drawings as submitted and approved with all corrections made of reach product.

C. Drawings:

1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems.
 - b. Control and flow diagrams.
2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
3. Do not use Project Record Documents as maintenance drawings.

D. Written test, as required to supplement product data for the particular installation:

1. Organize in consistent format under separate headings for different procedures.
2. Provide logical sequence of instruction of each procedure.

E. Copy of each warranty, bond service contract issued.

1. Provide information sheet for Owner's personnel, give:
 - a. Proper procedures in event of failure.
 - b. Instances which might affect validity of warranties or bonds.

1.05 MANUAL FOR MATERIALS AND FINISHES

A. Submit an electronic copy of complete manual in final form.

B. Content: for architectural products, applied materials, and finishes:

1. Manufacturer's data, giving full information on products.
 - a. Catalog number, size, composition.
 - b. Color and texture designations.
 - c. Information required for reordering special manufacturing products.
2. Instructions for care and maintenance.
 - a. Manufacturer's recommendation for types of cleaning agents and methods.
 - b. Cautions against cleaning agents and methods which are detrimental to product.
 - c. Recommended schedule for cleaning and maintenance.

C. Content for moisture protection and weather-exposed products:

1. Manufacturer's data, giving full information on products.
 - a. Applicable standards.
 - b. Chemical composition.
 - c. Details of installation.
2. Instruction for inspection, maintenance, and repair.

D. Additional requirements for maintenance data: Respective sections of Specifications.

1.06 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit an electronic copy of complete manual in final form.
- B. Content, for each unit of equipment and system, as appropriate:
 - 1. Description of unit and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 - d. Summary of information listed on equipment and motor data plates.
 - 2. Operating procedures:
 - a. Start-up, break-in, routine, and normal operating instructions.
 - b. Regulation, control, stopping, shutdown, and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
 - 3. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair, and reassembly.
 - d. Alignment, adjusting, and checking.
 - 4. Servicing and lubrication required.
 - 5. Manufacturer's printed operating and maintenance instructions.
 - 6. Description of sequence of operation by control manufacturer.
 - 7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
 - a. Predicted life of parts subject to wear.
 - b. Items recommended to be stocked as spare parts.
 - 8. As-installed control diagrams by controls manufacturer.
 - 9. Each Contractor's coordination drawings.
 - a. As-installed color-coded piping diagrams.
 - 10. Charts of valve tag numbers, with location and function of each valve.
 - 11. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.
 - 12. Other data as required under pertinent sections of specifications.

13. Approved record shop drawings with all corrections made, and a copy of the warranty statement, checkout memo, demonstration test procedures and demonstration test certification.

C. Content, for each electric and electronic systems, as appropriate:

1. Description of system and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
2. Circuit directories and panelboards.
 - a. Electrical service.
 - b. Controls.
 - c. Communications.
3. As-installed color-coded wiring diagrams.
4. Operating procedures:
 - a. Routine and normal operating instructions.
 - b. Sequences required.
 - c. Special operating instructions.
5. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair, and reassembly.
 - d. Adjustment and checking.
6. Manufacturer's printed operating and maintenance instructions.
7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
8. Other data as required under pertinent sections of specifications.

D. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.

E. Additional requirements for operating and maintenance data: Respective sections of Specifications.

1.07 SUBMITTAL SCHEDULE

- A. Submit an electronic copy of preliminary draft of proposed formats and outlines of contents of Operation and Maintenance manuals within 90 days after Notice to Proceed.
- B. Submit an electronic copy of completed data in preliminary form no later than 20 days following Engineer's review of the last shop drawing of a product and/or other submittal specified under Section 01340, but no later than delivery of equipment. A copy will be returned with comments to be incorporated into the final copies.

- C. Submit an electronic copy of approved manual in final form directly to the offices of the Engineer, Halff Associates, Inc., within 10 days after the reviewed copy of last item of the reviewed copy is returned.
- D. Provide an electronic copy of addenda to the operation and maintenance manuals as applicable and certificated as specified within 30 days after final inspection.

1.08 INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to demonstration test, fully instruct Owner's designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems.
- B. Operating and maintenance manual shall constitute the basis of instruction. Review contents of manual with Owner's operating and maintenance personnel in full detail to explain all aspects of operations and maintenance.
- C. Instructors shall be fully qualified personnel as outlined within the individual equipment specifications. If no specific training specifications are listed with the equipment, the Contractor shall provide the instruction with qualified Contractor personnel.
- D. The Contractor shall provide a list to the Owner indicating the date, time and instructors that will be present for all training sessions.
- E. The instructors shall provide for and prepare lesson scopes and handouts for up to five individuals designated by the Owner that outline the items to be covered. Separate sessions for operation and maintenance instruction shall be provided consecutively. Handouts shall be submitted to the Owner with at least one week's notice prior to the training sessions.
- F. All instruction sessions shall be video recorded with portable video recording cameras supplied by the Contractor. Video recording shall be made by the Contractor under the direction of the Owner.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Related Work Described Elsewhere:

1. Contract Closeout: Section 01700

1.02 SUBMITTAL REQUIREMENTS

A. Assemble warranties, bonds, and services and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two (2) each

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product of Work item.
2. Firm, with name of principal, address, and telephone number.
3. Scope.
4. Date of beginning of warranty, bond, or service maintenance contract.
5. Duration of warranty, bond, service maintenance contract.
6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
7. Contractor, name of responsible principal, address, and telephone number.

1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size 8 ½ inches by 11 inches, punch sheets for standard three (3) ring binder.
 - a. Fold larger sheets to fit into binders.
2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
 - a. Title of Project.
 - b. Name of Contractor.

C. Binders: Commercial quality, three (3) D-ring type binders with durable and cleanable white plastic covers and maximum D-ring width of two (2) inches. Binders shall be presentation type with clear vinyl covers on front, back, and spine. Binders shall include two sheet lifters and two horizontal inside pockets.

1.04 WARRANTY SUBMITTALS REQUIREMENTS

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for twelve (12) months, unless otherwise specified, commencing at the time of final acceptance by the Owner.
- B. The Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment specified under Division 15: Mechanical. The Engineer reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.
- C. In the event the equipment manufacturer or supplier is unwilling to provide a twelve (12) month warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty, starting at the time of Owner's acceptance of the equipment.
- D. The Owner shall incur no labor or equipment cost during the guarantee period.
- E. Guarantee shall cover all necessary labor, equipment, materials, and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer or the Contractor.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02090

SOIL BORINGS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Soil boring data consisting of reproductions of boring logs were made for the Engineer by Andreyev Engineering, Inc., report titled "Proposed Force Main Project – Phase 1 (South), City of Leesburg, U.S. Highway 27" dated May 24, 2023. A copy of the complete soils report is included separately from these specifications.
- B. The boring data has been used by the Engineer for the design of the structural foundations.
- C. The subsurface information contained herein was obtained for design purposes and may not be an adequate representation of actual conditions for project construction. Information shown, including water levels, represents existing conditions at the specific boring locations at the time the borings were made. All risks resulting from use or interpretation of the subsurface data shown shall be borne by the Contractor.
- D. The data is included for information only and may be useful as a guide in estimating and planning the Work.
- E. If additional subsurface information is required by the Bidder/Contractor, shall be the Bidder's/Contractor's responsibility to obtain such data.
- F. Refer to the General Conditions for further explanation of subsurface conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02110 CLEARING, GRUBBING, AND STRIPPING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: This Section described the Work included in clearing, grubbing, stripping, and otherwise preparing the project site for construction operations.
- B. Related Work Specified Elsewhere:
 - 1. Earthwork: Section 02200
- C. Definitions:
 - 1. Clearing: Remove and dispose of shrubs, brush, limbs, and other vegetative growth. Remove all evidence of their presence from the surface including sticks and branches. Remove and dispose of trash piles and rubbish currently scattered over the construction site or collects there during construction. Protect trees, shrubs, vegetative growth, and fencing which are not designed for removal. Clearing operations shall be conducted to prevent damage to existing structures and installations, and to those under construction, so as to provide for safety of employees and others.
 - 2. Grubbing: Grubbing shall consist of the complete removal of all stumps, roots larger than 1-1/2 inches in diameter, matted roots, brush, timber, logs, and any other organic or metallic debris remaining after clearing not suitable for foundation purposes, resting on, under or protruding through the surface of the ground to a depth of 18 inches below the subgrade. All depressions excavated below the original ground surface for or by the removal of such objects, shall be refilled with suitable materials and compacted to a density conforming to the surrounding ground surface.
 - 3. Stripping: Remove and dispose of all organics and sod, topsoil, grass, and grass roots, and other objectionable material remaining after clearing and grubbing from the areas designated to be stripped. Grass, grass roots and organic material in areas to be excavated or filled shall be stripped to the depth as noted in the soils report. In areas so designated, topsoil shall be stockpiled. Strippings and other unsuitable material, such as Deet, shall be disposed of by the Contractor unless directed otherwise by the Engineer.

PART 2 – MATERIALS

2.01 GENERAL

- A. Trees and Shrubbery: The full extent of trees and shrubbery, and other vegetative material is not shown on the Drawings: Inspect the site so as to determine the nature, location, size, and extent of vegetative material to be removed or preserved, as specified herein. Preserve, in place, trees that are specifically shown on the Drawings and designated to be preserved.
- B. Preservation of Trees, Shrubs, and Other Plant Material:
 - 1. All plant materials (trees, shrubbery, and plants) beyond the limits of clearing and grubbing shall be saved and protected from damage resulting from the work. To protect from damage and soil compaction, no filling, excavating, trenching, or stockpiling of materials will be permitted within the drip line of these plant materials. The drip line is defined as a circle drawn by extending a line vertically to the ground from the outermost branches of a plant or group of plants.

2. When trees are close together, restrict entry to area within drip line by fencing. In areas where no fence is erected, the trunks of all trees 2 inches or greater in diameter shall be protected by encircling the trunk entirely with boards held securely by 12-gauge wire and staples. This protection shall extend from ground level to a height of 6 feet. Cut and remove tree branches where such cutting is necessary to affect construction operation. Remove branches other than those required to affect the work to provide a balanced appearance of any tree. Scars resulting from the removal of branches shall be treated with a tree sealant

PART 3 – EXECUTION

3.01 GENERAL

- A. Clearing and Grubbing Limits: All excavation areas associated with new structures, slabs. And roadways shall be cleared and grubbed to the following depths:
 1. Roadway and Paved Area: 2 feet below existing grade and replace with compacted backfill.
 2. Proposed Structures: 2 feet below existing grade within a 5-foot margin beyond each structure, dimension, and replaced with compacted backfill as specified herein.
 3. Building Site Areas not specifically noted above: 2 feet below existing grade and replaced with compacted backfill as specified herein.
 4. All other areas: 1 foot below completed surface grade.
- B. Disposal of Clearing and Grubbing Debris: No burning of combustible materials will be allowed. Remove all cleared and grubbed material from the work site and dispose of at an approved site.
- C. Areas to be Stripped: All excavation and embankment areas associated with new structures, slabs, walks, and roadways shall be stripped. Stockpile areas shall be stripped.
- D. Disposal of Strippings: Remove all stripped material and dispose off-site, at an approved location unless otherwise directed.

END OF SECTION

SECTION 02140

DEWATERING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The Work to be performed under this Section shall include the design and installation of temporary dewatering system until completion of construction to remove subsurface waters from structure or utility trench excavations as required.

1.02 QUALITY ASSURANCE

- A. Qualifications: The temporary dewatering system, if necessary, shall be designed by a firm who regularly engages in the design of dewatering systems and who is fully experienced, reputable, and qualified in the design of such dewatering systems. The firm shall have a successful record of operation for a minimum of five (5) years prior to bid date. The design firm shall supply the Engineer with previous installation details of at least three (3) successful dewatering operations of a similar nature in the State of Florida.
- B. In lieu of experience, the Contractor shall provide a performance and warranty bond for 1.0 times the total installed cost of the temporary dewatering system. This bond shall be executed prior to award and/or contract execution.
- C. Standards: The dewatering of any excavation area and the disposal of water during construction, shall be in strict accordance with all local and state government rules and regulations. If a consumptive use permit is required by local Water Management District, the Contractor shall be responsible for obtaining said permit.

1.03 SUBMITTALS

- A. Submit to the Engineer for review, the proposed methods of construction, including dewatering, excavation, bedding, filling, compaction, and backfilling for the various portions of the work. Review shall be for method only. The Contractor shall remain responsible for the adequacy and safety of the methods.
- B. Submittals shall be in accordance with Section 01340, and shall include the following:
 - 1. Design Notes and Drawings.
 - 2. Descriptive literature of the temporary dewatering system.
 - 3. Layout of all piping involved.
 - 4. Observation well locations.

1.04 CRITERIA

- A. The dewatering system shall be developed to the point that can dewater the site surrounding all structures or utility trenches as shown on the Drawings. Each wellpoint system shall be capable of dewatering and maintaining groundwater levels at the respective excavations. Observation wells shall be constructed for the purpose of testing each system.
- B. Observation Wells:
 - 1. Prior to excavation, the Contractor shall install groundwater observation wells at locations as directed by the Contractor's Geotechnical Engineer, and as approved by the Engineer adjacent

to structures under construction for the purpose of measuring water levels during excavations. The observation well shall consist of screen, casing and cap of approved size and material of construction. The observation well shall be placed in a 2 1/2-inch bore hole which shall be carried to an elevation of at least the final bottom grade of structure. The annular space surrounding the intake point and the riser pipe shall be sealed in such a way as to prevent infiltration from surface water. The observation well shall be developed in such a manner as to ensure proper indication of subsurface water levels adjacent to the well.

2. The Contractor shall be responsible for maintaining the observation wells and for observing and recording the elevation of groundwater in them until adjacent structure of utilities are completed and backfilled. Each observation well shall be observed and recorded daily. Measurements shall be supplied daily to the Engineer. The Engineer may require the observation wells reflect true groundwater levels by adding water to the well then recording the drop in the level from the time the water was added. Any plugged observation well shall be redeveloped, if necessary, to indicate true groundwater levels.
3. Observation well shall be abandoned when directed by the Engineer, and in a manner acceptable to the Engineer.

1.05 PUMPING AND DRAINAGE

- A. The Contractor shall, at all times during construction, provide and maintain proper equipment and facilities to remove all water entering excavations, and shall keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fills, structures or pipes to be built thereon have been completed to such extent they will not be floated or otherwise damaged by allowing water levels to return to natural levels. The Contractor shall submit to the Engineer, for review, a plan for dewatering systems prior to commencing work. The dewatering system installed shall be in conformity with overall construction plan, and certification of this shall be provided by a Geotechnical Engineer. The Geotechnical Engineer shall be required to monitor the performance of the dewatering systems during the progress of the work and require such modifications, as may be required, to assure that the systems are performing satisfactorily.
- B. Dewatering shall always be conducted in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation and to preserve the integrity of adjacent structures. As a minimum, the water level shall be two (2) feet below the trench bottom. Well or sump installations shall be constructed with proper sand filters to prevent drawing of finer grained soil from the surrounding soils.
- C. Water entering the excavation from surface runoff shall be collected in shallow ditches around the perimeter of the excavation, drained to sumps, and pumped from the excavation to maintain a bottom free from standing water.
- D. The Contractor shall take all additional necessary precautions and prevent uplift of any structure during construction.
- E. The conveying of water, other than stormwater surface runoff, in open ditches or trenches will not be allowed. Permission to use any storm sewers, or drains, for water disposal purposes shall be obtained from the controlling authority. Any requirements and costs for such use shall be the responsibility of the Contractor. However, the Contractor shall not cause flooding by overloading or blocking up the flow in the drainage facilities, and the Contractor shall leave the facilities unrestricted and as clean as originally found. Any damage to facilities shall be repaired or restored at no cost to the Owner.

- F. Flotation shall be prevented by the Contractor by maintaining a positive and continuous operation of the dewatering system. The Contractor shall be full responsible and liable for all damages which may result from failure of this system.
- G. Removal of dewatering equipment shall be accomplished after the Contractor and the Engineer agree the system is no longer required. The material and equipment constituting the system shall be removed by the Contractor.
- H. The Contractor shall take all necessary precautions to preclude the accidental discharge of fuel, oil, or other contaminants to prevent adverse effects on groundwater or receiving water quality.

PART 2 – PRODUCTS

2.01 GENERAL

- A. The equipment specified herein shall be standard dewatering equipment of proven ability as designed, manufactured, and installed by firms having experience in the design and production of such equipment. The equipment furnished shall be designed, constructed, and installed in accordance with the best practices and methods.
- B. The Contractor shall engage a Professional Engineer registered in the State of Florida, to design the temporary dewatering system for all structures. The Contractor shall submit a conceptual plan for the dewatering system prior to commencing work. The dewatering system installed shall be in conformity with the overall construction plan and the certification of this shall be provided by the Geotechnical Engineer. The Geotechnical Engineer shall be required to monitor the performance of the dewatering system, at the Contractor's expense, during the progress of the work and require such modifications as may be required to assure the systems will perform satisfactorily. Dewatering system shall be designed in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at the proposed structures or utilities, and to preserve the integrity of any adjacent structures.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Dewatering: The Contractor shall install the approved dewatering system for the removal of subsurface water encountered during construction of the proposed structures or utilities.
- B. Consumptive Use Permit (CUP): If pumping requirements exceed certain limits, the Contractor shall pay for and obtain a CUP from the local water management district for such pumped volumes.

3.02 PROTECTION AND SITE CLEAN-UP

- A. At all times during the progress of the work the Contractor shall use all reasonable precautions to prevent either tampering with the wellpoints (if used) or the entrance of foreign material into the site's storm drain system.
- B. Immediately upon completion of the dewatering operations, the Contractor shall remove all his equipment, materials, and supplies from the site of the work, remove all surplus materials and debris, fill in all holes or excavations, and grade the site to elevations of the surface levels which existed before the work started. The site shall be thoroughly cleaned and graded as directed by the Engineer.

END OF SECTION

SECTION 02200

EARTHWORK

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: This Section includes materials, testing, and earthwork for excavations, fills, and embankments.
- B. Related Work Specified Elsewhere:
 - 1. Excavation, Backfilling, and Compaction: Section 02220.
 - 2. Dewatering: Section 02140.

1.02 SUBMITTALS

- A. Submit excavation and shoring drawings for worker protection in accordance with the Section 01340: Shop Drawings, Working Drawings and Samples.
- B. Submit an electronic copy of a report from a testing laboratory verifying any off-site borrow material conforms to the gradation specified.

1.03 TESTING REQUIREMENTS

- A. Determination of laboratory moisture-density relationship and maximum density shall be by the Modified Proctor Method of ASTM D-1557. At least one (1) test per soil type shall be made.
- B. In place soil density shall be determined either by use of a Nuclear Density Meter per ASTM D-6938 or by use of the Drive Sleeve Method per ASTM D-2937. In place field densities shall be taken at one (1) every 5,000 square feet and at not greater than 1-foot vertical intervals for all fill areas under structures and pavement. One (1) density test is required for each pad or isolated footing and for every 20 linear feet of strip/wall footing length.
- C. Compaction shall be deemed to comply with the Specifications when no tests fall below the specified relative compaction. The Contractor shall pay the costs of any retesting of work not conforming to the Specifications.
- D. Relative compaction is defined as the ratio, expressed as a percentage, of the in-place density to the laboratory maximum density.
- E. Density tests will be made for determination of specified compaction by an independent testing laboratory provided by the Contractor as approved by the Engineer. Tests will be made in locations reviewed and approved by the Engineer. If any tests are unsatisfactory, re-excavate and recompact the fill or backfill until the desired compaction is obtained. Additional compaction tests will be taken to each side of an unsatisfactory test, at locations approved by the Engineer, to determine the extent of re-excavation and re-compaction necessary.

PART 2 – PRODUCTS

2.01 FILL AND BACKFILL

- A. Fill and backfill shall be clean, granular sand that is free from organic matter, roots, debris, and rocks larger than three inches in the greatest dimension and having less than 10 percent (10%) passing the No. 200 U.S. sieve size.
- B. Water for Compaction: Water shall be free of acid, alkali, or organic materials and shall have a pH of 7.0 to 9.0, a maximum chloride concentration of 500 mg/l, and a maximum sulfate concentration of 500 mg/l. Provide all water needed for earthwork. Contractor shall provide temporary piping and valves to convey water from the source to the point of use and any meters if the water is taken from a water district or agency pipeline.

PART 3 – EXECUTION

3.01 COMPACTION REQUIREMENTS

- A. Unless otherwise specified or shown on Drawings, compact fill, embankments, and backfills to 95 percent (95%) Modify Proctor Density.
- B. Dewatering: Provide and operate equipment adequately to keep excavations and trenches free of water per Section 02140. Remove water during period when concrete is being deposited, when pipe is being laid, during the placing of structural fill and backfill, and for inspection/testing of the structural subgrade. Avoid settlement or damage to adjacent property.
- C. Excavation is unclassified. Perform all excavation regardless of the type, nature, or condition of the material encountered to accomplish the construction.
- D. Placing and Compacting Fill Material:
 - 1. Excavated material which conforms to the specifications may be used for fill or backfill.
 - 2. Place all materials at optimum moisture content.
 - 3. Compact each lift to the extent specified.
- E. Foundation Requirements:
 - 1. All structure foundation bottoms shall be recompact and retested after excavation to densify soils loosened in the excavation process.
 - 2. Soils placed adjacent to footings or walls shall be carefully compacted to avoid damaging the footing or wall. Approved structural sand fills placed in footing excavations above the bearing level, in trench of pipeline excavations within the structure area plus 10 feet beyond the perimeter walls, and in other areas which are expected to provide slab support and/or foundation embedment constraint shall be placed in loose lifts not exceeding 6 inches.
- F. Moisture Control of Earth Material: During the compaction operations, maintain optimum practicable moisture content required for compaction purposes in each lift of the material. Maintain moisture content uniform throughout the lift. Insofar as practicable, add water to the material at the site of excavation. Supplement by sprinkling the material. At the time of compaction, the water content of the material shall be at optimum water content or within 2 percentage points above optimum. Aerate material containing excessive moisture by blading, discing, or harrowing to hasten the drying process.

G. Site Grading:

1. Perform earthwork to the lines and grades shown on the Drawings. Shape, trim, and finish slopes to conform with the lines, grades and cross-sections as shown on the Drawings. Make slopes free of exposed roots and loose rocks exceeding 3 inches in diameter. Round tops of banks to circular curves to not less than a 5-foot radius.
2. Neatly and smoothly trim rounded surfaces. Do not over excavate and backfill to achieve the proper grade.
3. Final grades shall be within 0.1 foot of the required elevation.

H. Disposal of Excess Excavation: Dispose of excess excavated suitable materials at designated on-site soil areas indicated on the Drawings or directed by the Engineer. If on-site disposal is not indicated or directed by the Engineer, dispose of excess excavated materials off-site. Contractor shall make his own arrangements for the disposal of all excess, suitable or unsuitable, material and bear all costs incidental to such disposal.

END OF SECTION

SECTION 02220

EXCAVATION, BACKFILLING, AND GRADING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The Work included under this Section consists of dewatering, excavating, trenching, sheeting/shoring, grading, backfilling, and compacting those soil materials required as shown on the Drawings and specified herein.
- B. Definitions:
1. Maximum Density: Maximum weight in pounds per cubic foot of a specific material.
 2. Optimum Moisture Content: The optimum moisture content shall be determined by ASTM D 1557 specified to determine the maximum dry density for relative compaction. Field moisture content shall be determined on the basis of the fraction passing the $\frac{3}{4}$ inch sieve.
 3. Rock Excavation: Excavation of any hard natural substance which requires the use of special impact tools such as jack hammers, sledges, chisels or similar devices specifically designed for use in cutting or breaking rock, but exclusive of trench excavating machinery.
 4. Suitable: Suitable materials for fills shall be classified as A-1, A-3 or A-2-4 in accordance with AASHTO Designation M-145 and shall be free from vegetation, organic material, marl, silt or muck. Not more than 10 percent (10%) by weight of fill material shall pass the No. 200 Sieve. The Contractor shall furnish all additional fill material required.
 5. Unsuitable: Unsuitable materials are classified as A-2-5, A-2-6, A-2-7, A-4, A-5, A-6, A-7, and A-B in accordance with AASHTO Designation M-145.
- C. Plan for Earthwork:
1. The Contractor shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the conformation of the ground, the character and quality of the substrata, the types and quantities of materials to be encountered, the nature of the groundwater conditions, the prosecution of the work, the general and local conditions and all other matters which can in any way affect the Work under this Contract according to the General Conditions.
 2. Prior to commencing the excavation, the Contractor shall submit a plan of his proposed operations to the Engineer for review. The Contractor shall reflect the equipment and methods to be employed in the excavation. Prices established in the Proposal for the Work to be done will reflect all costs pertaining to the Work. No claims for extras based on substrata or groundwater table conditions will be allowed.
- D. Trench Safety Act: The Contractor shall comply with all the requirements of the Florida Trench Safety Act (Chapter 553, Part III, laws of Florida). The Contractor shall acknowledge included in various items of his bid proposal and in the total bid price are costs for complying with the provisions of the Act. Additionally, the Contractor is required to break out the costs for complying with the Florida Trench Safety Act. FAILURE TO COMPLY WITH THE REQUEST IN THIS SECTION SHALL RESULT IN THE BID BEING DECLARED NONRESPONSIVE. Failure to comply with the provisions of the Act shall result in a per item penalty of \$1,000 per day that the work is out of compliance.

1.02 APPLICABLE PUBLICATION

- A. All publications and standard specifications referred to herein are the latest or current issue of that publication or specification as of the specification date.

1.03 QUALITY ASSURANCE

- A. The requirements for testing and laboratory services is specified in Section 01410: Testing and Testing Laboratory Services.

1.04 FEDERAL AND STATE REGULATORY REQUIREMENTS

- A. All trench excavations which exceed 4 feet in depth shall comply with the applicable trench safety standards as stated in the OSHA excavation safety standards 29 CFR S. 1926.650 Subpart P as regulated and administered by the Florida Department of Labor and Employment Security as the "Florida Trench Safety Act.

1.05 JOB CONDITIONS

- A. If, in the opinion of the Engineer, conditions encountered during construction warrant a change in the footing elevation, or in the depth of removal of unsuitable material from that indicated in the soils report, an adjustment will be made in the contract price, as provided in the General and Special Conditions.

1.06 PROTECTION

- A. Pre-Construction Survey:
 - 1. Prior to commencing excavation, backfill or dewatering, the Engineer and Contractor shall jointly conduct a survey of those existing structures which, in the opinion of the Engineer, may be subject to settlement or distress resulting from excavation or dewatering operations.
 - 2. The Engineer will monitor the structures surveyed to ascertain evidence of settlement or distress. If settlement or distress becomes evident, the Contractor shall be required to repair the structures to the previous condition to the satisfaction of the Engineer. Costs shall be paid by the Contractor.

1.07 SUBMITTALS

- A. Submit to the Engineer for review the proposed methods of construction, including dewatering, excavation, bedding, filling, compaction, and backfilling for the various portions of the work. Review shall be for method only. The Contractor shall remain responsible for the adequacy and safety of the methods.

PART 2 – PRODUCTS

2.01 SUBMITTALS

- A. General:
 - 1. All fill material from on and off-site sourced shall be subject to the approval of the Engineer.
 - 2. All fill material shall be unfrozen and free of organic material, trash, or other objectionable material. Excess or unsuitable material, as designated by the Engineer, shall be removed from the job site by the Contractor.
- B. Common Fill Material:
 - 1. Shall be sand not containing stones, rock, concrete, or other rubble larger than 2 inches in diameter. It shall have physical properties which allow it to be easily spread and compacted.

2. The Contractor shall utilize as much excavated material as possible for reuse in accordance with the contract drawings and specifications or as directed by the Engineer.
3. The Engineer shall direct the Contractor on the type of material allowed in certain sections of the earthwork operations.

C. Structural Fill: Structural fill shall be well graded sand to gravelly sand having the following gradation:

<u>U.S. Sieve Size</u>	<u>Percent Passing by Weight</u>
1 inch	100
No. 4	75-100
No. 40	15-80
No. 100	0-30
No. 200	0-10

D. Class I Soils: Manufactured angular, granular material, 1/4 to 1-1/2 inches (6 to 40 mm) in size, including materials having significance such as crushed stone or rock, broken coral, crushed slag, cinders, or crushed shells. Sieve analysis for crushed stone is given below separately.

1. Class I Soils are not defined in ASTM D2487.
2. Crushed Stone: Crushed stone shall consist of clean mineral aggregate free from clay, loam, or organic matter, conforming with ASTM C33 stone size No. 89 and with particle size limits as follows:

<u>U.S. Sieve Size</u>	<u>Percent Passing by Weight</u>
1/2	100
3/8	90-100
No. 4	20-55
No. 8	5-30
No. 16	0-10
No. 50	0-5

E. Class II Soils: In accordance with ASTM D2487, less than 5 percent (5%) pass No. 200 sieve.

1. GW: Well-graded gravels and gravel-sand mixtures, little or no fines. 50 percent (50%) or more retained on No. 4 sieve. More than 95 percent retained on No. 200 sieve. Clean.
2. GP: Poorly graded gravels and gravel-sand mixtures, little or no fines. 50 percent (50%) or more retained on No. 4 sieve. More than 95 percent retained on No. 200 sieve. Clean.
3. SW: Well-graded sands and gravelly sands, little or no fines. More than 50 percent (50%) passes No. 4 sieve. More than 95 percent retained on No. 200 sieve. Clean.
4. SP: Poorly graded sands and gravelly sands, little or no fines. More than 50 percent (50%) passes No. 4 sieve. More than 95 percent retained on No. 200 sieve. Clean.

F. Coarse Sand: Sand shall consist of clean mineral aggregate with particle size limits as follows:

<u>U.S. Sieve Size</u>	<u>Percent Passing by Weight</u>
No. 10	100
No. 20	0-30
No. 40	0-5

G. Other Material: All other material, not specifically described, but required for proper completion of the Work shall be selected by the Contractor and approved by the Engineer.

PART 3 – EXECUTION

3.01 PREPARATION

A. Clearing and Grubbing:

1. Clearing and grubbing shall be performed in accordance with Section 02110.
2. Strip and disposed of topsoil on-site, unless otherwise directed to stockpile the material by the Engineer.

3.02 PROTECTION

A. Sheet piling and Bracing:

1. Furnish, put in place, and maintain sheet piling and bracing as required to support the sides of excavations, to prevent movement which could, in any way, diminish the width of the excavation below that necessary for proper construction, and to protect adjacent structures, and to protect workers from hazardous conditions or other damage. Such support shall consist of braced steel sheet piling, braced wood lagging and soldier beams or other approved methods. If the Owner is of the opinion that sufficient or proper supports have not been provided, he may order additional supports be installed at the expense of the Contractor, and in compliance with such order shall not relieve or release the Contractor from his responsibility for the sufficiency of such supports. Care shall be taken to prevent voids beside the sheet piling, but if voids are formed, they shall be immediately filled and compacted. Where soil cannot be properly compacted to fill a void, lean concrete shall be used as backfill, at no additional expense to the Owner.
2. The Contractor shall construct sheet piling outside the neat lines of the foundation unless deemed otherwise for his method of operation. Sheet piling shall be plumb and securely braced and tied in position. Sheet piling and bracing shall withstand all pressure to which the structure or trench will be subjected. The Contractor shall correct any deformation, at his own expense, so as to provide the necessary clearances and dimensions.
3. Where sheet piling and bracing is required to support the sides of excavations for structures, the Contractor shall engage a Professional Geotechnical Engineer, registered in the State of Florida, to design the sheet piling and bracing. The sheet piling and bracing installed shall conform with the design, and certification of this shall be provided by the Professional Geotechnical Engineer.
4. The installation of sheet piling, particularly by driving or vibrating, may cause distress to existing structures. The Contractor shall evaluate the potential for such distress and, if necessary, take all precautions to prevent distress of existing structures because of sheet piling installation.
5. The Contractor shall leave in place to be embedded in the backfill, all sheet piling and bracing not shown on the Drawings but which the Owner directs him, in writing, to leave in place at any time during the progress of the work for the purpose of preventing injury to structures, utilities, or property, whether public or private. The Owner may direct that timber used for sheet piling and bracing be cut off at any specified elevation.
6. All sheet piling and bracing not left in place shall be carefully removed in such manner as not to endanger the construction, or other structures, utilities, or property. All voids left or caused by withdrawal of sheet piling shall be immediately refilled with sand by ramming with tools especially adapted for that purpose, or otherwise directed by the Owner.
7. The right of the Owner to order sheet piling and bracing left in place shall not be construed as creating any obligation on his part to issue such orders, and his failure to exercise his right to do

so shall not relieve the Contractor from liability for damages to persons or property occurring from or upon the work occasioned by negligence or otherwise, growing out of a failure on the part of the Contractor to leave in place sufficient sheeting and bracing to prevent any caving or moving of the ground.

8. No wood sheeting is to be withdrawn if driven below mid-diameter of any pipe, and under no circumstances shall any wood sheeting be cut off at a level lower than 1 foot above the top of any pipe.

B. Pumping and Drainage:

1. The Contractor shall, at all times during construction, provide and maintain proper equipment and facilities to remove all water entering excavations, and shall keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fills, structures or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural levels as stipulated in Section 02140. The Contractor shall engage a Professional Geotechnical Engineer, registered in the State of Florida, to design the dewatering systems for all structures. The Contractor shall submit to the Engineer for review a plan for dewatering systems prior to commencing work. The installed dewatering system shall be in conformity with the overall construction plan, and certification of this shall be provided by the Professional Geotechnical Engineer. The Professional Geotechnical Engineer shall be required to monitor the performance of the dewatering systems during the progress of the work and require such modifications as may be required to assure that the systems are performing satisfactorily.
2. Dewatering shall at all times be conducted in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at the bottom of the excavation and to preserve the integrity of adjacent structures. Well or sump installations shall be constructed with proper sand filters to prevent intermixing of finer grained soil from the surrounding ground.
3. Water entering the excavation from surface runoff shall be collected in shallow ditches around the perimeter of the excavation, drained to sumps, and pumped from the excavation to maintain a bottom free from standing water.
4. The Contractor shall take all additional precautions to prevent buoyant uplift of any structure during construction.
5. The conveying of dewatered liquids in open ditches or trenches will not be allowed. Permission to use any storm sewers, or drains, for water disposal purposes shall be obtained from the authority having jurisdiction. Any requirements and costs for such use shall be the responsibility of the Contractor. The Contractor shall not cause flooding by overloading or blocking up the flow in the drainage facilities, and he shall leave the facilities unrestricted and as clean as originally found. Any damage to facilities shall be repaired or restored as directed by the Owner or the authority having jurisdiction, at no cost to the Owner.
6. Flotation shall be prevented by the Contractor by maintaining a positive and continuous operation of the dewatering system. The Contractor shall be fully responsible and liable for all damages which may result from failure of this system.
7. Removal of dewatering equipment shall be accomplished after the system is no longer required; the material and equipment constituting the system, shall be removed by the Contractor.
8. The Contractor shall take all necessary precautions to preclude the accidental discharge of fuel, oil, etc. in order to prevent adverse effects on groundwater quality.

C. Utility Protection and Changes – Where public or private utilities are encountered:

1. Maintain, support, and save all public utilities from damage.
2. Allow reasonable time and space for owners of private utilities to cooperate in maintaining their facilities.
3. Excavate test pits:
 - a. A minimum of two (2) working days or 500 feet in advance of construction to determine precise location of obstructions and existing utilities, which may affect alignment of the Work.
 - b. Size: 3 feet square to the depth required, unless larger pit is required to adequately investigate utility locations.
 - c. Prior to excavation, notify the Engineer and affected utility owners.
 - d. Test pits shall include excavation, temporary sheeting, dewatering, backfilling, compaction, and pavement replacement.

3.03 EXCAVATION

A. Excavation for Structures and Utilities:

1. Excavation work shall be performed in a safe and proper manner with appropriate precautions being taken against all hazards. Excavations shall provide adequate working space and clearances for the work to be performed therein and for installation and removal of concrete forms. In no case shall excavation faces be undercut for extended footings.
2. Excavation shall be made to such dimensions as will give suitable room for bracing and supporting, for pumping and draining, for installing the pipelines, and for all other work required.
 - a. Excavation for precast or prefabricated structures shall be carried to an elevation two (2) feet lower than the proposed outside bottom of the structure to provide space for the backfill material.
 - b. Excavation for structures constructed or cast-in-place in dewatered or dry excavations shall be carried down to the 2-feet below the bottom of the structure where dewatering methods are such that a dry evacuation bottom is exposed and the naturally occurring material at this elevation leveled and left ready to receive construction. Material disturbed below the founding elevation in dewatered excavations shall be replaced with Class B concrete.
3. Immediately document the location, elevation, size, material type and function of all new subsurface installations, and utilities encountered during the course of construction.
4. Excavation equipment operators and other concerned parties shall be familiar with subsurface obstructions as shown on the Drawings and should anticipate the encounter of unknown obstructions during the course of the Work.
5. Encounters with subsurface obstructions shall be hand excavated.
6. Excavation and dewatering shall be accomplished by methods which preserve the undisturbed state of subgrade soils. Subgrade soils which become soft, loose, "quick" or otherwise unsatisfactory for support of structures as a result of inadequate dewatering or other construction methods, shall be removed and replaced by crushed stone as required by the Engineer at the Contractor's expense.

7. The bottom of excavations shall be rendered firm and dry before placing any structure or pipe. Excavated material not suitable for backfill shall be removed from the site and disposed of by the Contractor in a legal manner. The bedding schedule for pipes shall be as shown on the drawings.
8. Excavated material shall be stockpiled in such a manner as to prevent nuisance conditions. Surface drainage shall not be hindered.
9. All structure and pipe locations and elevations, as required, herein must be permanently documented by the Contractor on the Record Drawings prior to the Engineer's approval of the Application for Payment for that Work.

3.04 DRAINAGE

- A. The Contractor shall at all times during construction, provide and maintain proper equipment and facilities to remove promptly and dispose of properly all water entering excavations, and keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition. The dewatering method used shall prevent disturbance of earth below grade.
- B. All water pumped or drained from the excavated area shall be disposed of in a suitable manner without undue interference with other work, without damage to surrounding property, and in accordance with pertinent rules and regulations.
- C. No construction, including pipe laying, shall be allowed in water. Groundwater shall be maintained at least 24 inches below excavation. No water shall be allowed to come into contact with masonry or concrete within 24 hours after being placed. The Contractor shall constantly guard against damage due to water and take full responsibility for all damage resulting from his failure to do so.
- D. The Contractor will be required, at his expense, to excavate below grade and refill with approved fill material if the Owner determines that adequate drainage has not been provided.

3.05 UNDERCUT

- A. If the bottom of any excavation is below that shown on the Drawings or specified because of Contractor error, convenience, or unsuitable subgrade due the Contractor's excavation methods, he shall refill to normal grade with fill at his own cost. Fill material and compaction method shall be as directed by the Engineer.

3.06 STABILIZATION

- A. Subgrades for concrete structures and trench bottoms shall be firm dense, and thoroughly compacted and consolidated; shall be free from mud and muck; and shall be sufficiently stable to remain firm and intact.
- B. Subgrades for concrete structures or trench bottoms which are otherwise solid, but which becomes mucky on top due to construction operations, shall be reinforced with one or more layers of crushed rock or gravel. Not more than ½ inch depth of mud or muck shall be allowed to remain on stabilized trench bottoms when the pipe bedding material is placed thereon. The finished elevation of stabilized subgrades for concrete structures shall not be above subgrade elevations shown on the Drawings.
- C. All stabilization work shall be performed by and at the expense of the Contractor.

3.07 FILL AND COMPACTION

- A. Materials:
 1. To the maximum extent available, excess earth obtained from structure and trench excavation shall be used for the construction of fills and embankments.

2. Materials used as backfill shall be free from rocks or stones larger than 2 inches in their greatest dimension; brush, stumps, logs, roots, debris, and organic or other deleterious materials; and must be acceptable to the Engineer.
3. Backfilling and construction of fills and embankments during freezing weather shall not be done except by permission of the Engineer. No backfill, fill, or embankment materials shall be installed on frozen surfaces, nor shall frozen materials be in any backfill, fill or embankment.

B. Placement and Compaction:

1. Backfill materials shall be placed in approximately horizontal layers not to exceed 8 inches in uncompacted thickness. Material deposited in piles or windrows by excavating and hauling equipment shall be spread and leveled before compaction.
2. Each layer of material being compacted shall have the best practicable uniform moisture content to ensure satisfactory compaction. The Contractor will be required to add water and harrow, disc, blade, or otherwise work the material in each layer to ensure uniform moisture content and adequate compaction. Each layer shall be thoroughly compacted by rolling or other method acceptable to the Engineer to 95 percent of relative density at optimum moisture content as determined by Modified Proctor Method, ASTM D1557, (latest).
3. Whenever a trench passes through a backfill or embankment, material shall be placed and compacted to an elevation 12 inches above the top of the pipe before the trench is excavated.

C. Compact and backfill excavations and construct embankments for structures according to the drawings.

D. Pipe shall be laid in open trenches unless otherwise indicated on the Drawings or elsewhere in the Contract Documents.

E. Excavations shall be backfilled to the original grade or as indicated on the Drawings. Deviation from this grade because of settling shall be corrected. Backfill operation shall be performed to comply with all rules and regulations and in such a manner that it does not create a nuisance or safety hazard.

F. Embankments shall be constructed true to lines, grades and cross sections shown on the plans or ordered by the Owner. Embankments shall be placed in successive layers of not more than 8 inches in thickness, loose measure, for the full width of the embankment. As far as practicable, traffic over the work during the construction phase shall be distributed so as to cover the maximum surface area of each layer.

G. If the Contractor requests approval to backfill material utilizing lifts and/or methods other than those specified herein, such request shall be in writing to the Engineer. Approval will be considered only after the Contractor has performed tests, at the Contractor's expense, to identify the material used and density achieved throughout the backfill area utilizing the method of backfill requested. The Engineer's approval will be in writing.

H. Foundation Preparation:

1. The existing ground beneath proposed tankage, building foundations and equipment base slabs and slabs on grade shall be removed and the area proof-rolled. Proof-rolling should consist of at least 10 passes of a self-propelled vibrator compactor capable of delivering a minimum impact force of 30,000 to 35,000 pounds per drum to the soils. Each pass should overlap the preceding pass by 30 percent (30%) to insure complete coverage. Backfilled areas shall be compacted in 8-inch layers to a density of not less than 95 percent (95%) of Modified Proctor Dry Density as determined by ASTM D1557 (latest) for a depth of not less than 2-feet below the bottom of the foundations or concrete slabs. Any unsuitable foundation material shall be removed and replaced with suitable material.

2. Slabs On Grade: Subgrades for concrete slabs shall be removed, backfilled, and compacted to the required grade. The top 2-feet of concrete slab subgrade in cut sections and all fill material shall be compacted in 8-inch layers to a density of not less than 95 percent of Modified Proctor Dry Density as determined by ASTM D1557, (latest).

3.08 TRENCH EXCAVATION (SEE DRAWINGS FOR DETAIL)

- A. The Contractor shall not open more trench in advance of pipe laying than is necessary to expedite the work. Four hundred (400) feet shall be the maximum length of open trench on any line under construction. All trench excavation shall be open cut from the surface.

1. Alignment, Grade, and Minimum Cover: The alignment and grade or elevation of each pipeline shall be fixed and determined from offset stakes. Vertical and horizontal alignment of pipes, and the maximum joint deflection used in connection therewith shall be in conformity with requirements of the section covering installation of pipe.
2. Where pipe grades or elevations are not definitely fixed by the contract drawings, trenches shall be excavated to a depth sufficient to provide a minimum depth of backfill cover over the top of the pipe of 36 inches. Greater pipe cover depths may be necessary on vertical curves or to provide necessary clearance beneath existing pipe conduits, drains, drainage structures, or other obstructions encountered at normal pipe grades. Measurement of pipe cover depth shall be made vertically from the outside top of pipe to finished ground or pavement surface elevation.

B. Limiting Trench Widths:

1. Trenches shall be excavated to a width which will provide adequate working space and sidewall clearances for proper pipe installation, jointing, and embedment. However, minimum permissible sidewall clearances between the installed pipe and each trench wall, expressed in inches, shall be as follows:

<u>Pipe Size</u>	<u>Minimum Sidewall Clearance</u>
60	24
54	21
48	19
36 or smaller	12

2. Stipulated minimum sidewall clearances are not minimum average clearances but are minimum clear distances which will be required.
3. Cutting trench banks on slopes to reduce earth load to prevent sliding and caving will be permitted only in areas where the increased trench width will not interface with surface features or encroach on right-of-way limits. Slopes shall not extend lower than one foot above the top of the pipe.

C. Mechanical Excavation:

1. The use of mechanical equipment will not be permitted in locations where its operation would cause damage to trees, buildings, culverts, and other existing property, utilities, or structures above or below ground. In all such locations, hand excavating methods shall be used.
2. Mechanical equipment used for trench excavation shall be of the type, design, and construction, and shall be so operated, that the rough trench excavation bottom elevation can be controlled, that uniform trench widths and vertical sidewalls are obtained at least from an elevation one foot above the top of the installed pipe to the bottom of the trench, and that trench alignment is such that pipe, when accurately laid to specified alignment, will be centered in the trench with adequate

clearance between the pipe and sidewalls of the trench. Undercutting the trench sidewall to obtain clearance will not be permitted.

D. Pavement Cutting:

1. Cuts in concrete pavement, asphalt pavement, and asphalt base pavements shall be no larger than necessary to provide adequate working space for proper installation of pipe and appurtenances. Cutting shall be started with an asphalt or concrete saw in a manner which will provide a clean groove for the full depth of pavement along each side of the trench and along the perimeter of cuts for structures.
2. Asphalt pavement and asphalt base pavement over trenches excavated for pipelines shall be removed so that a shoulder not less than 6 inches in width at any point is left between the cut edge of the pavement and the top edge of the trench. Trench width at the bottom shall not be greater than at the top and no undercutting will be permitted. Pavement cuts shall be made to and between straight or accurately marked curved lines which, unless otherwise required, shall be parallel to the centerline of the trench.
3. Pavement removed for connections to existing lines or structures shall not be greater than necessary for the installation as determine by the Engineer.

E. Artificial Foundations in Trenches: Whenever so ordered by the Engineer, the Contractor shall excavate to such depth below grade as the Engineer may direct and the trench bottom shall be brought to grade with such material as the Engineer may order installed. All piling, concrete, or other foundations made necessary by unstable soil shall be installed as directed by the Engineer. Compensation for extra excavation and piling, concrete, or other foundations, except where provided by contract unit prices, shall be made in accordance with the contract provisions for extra work.

F. Bell Holes: Bell holes shall provide adequate clearance for tools and methods used in installing pipe. No part of any bell or coupling shall be in contact with the trench bottom, trench walls, or granular embedment when the pipe is jointed.

3.09 TESTS

A. Testing is specified in Section 01410: Testing and Testing Laboratory Services.

3.10 DRAINAGE

A. Trenches across roadways, driveways, walks, or other trafficways adjacent to drainage ditches or water courses shall not be backfilled prior to completion of backfilling the trench on the upstream side of the trafficway to prevent impounding water after the pipe has been laid. Bridges and other temporary structures required to maintain traffic across such unfilled trenches shall be constructed and maintained by the Contractor. Backfilling shall be done so water will not accumulate in unfilled or partially filled trenches. All material deposited in roadway ditches or other water courses crossed by the line of trench shall be removed immediately after backfilling is completed and the original sections, grades, and contours of ditches or water courses shall be restored. Surface drainage shall not be obstructed longer than necessary.

3.11 FINAL GRADING

A. After other outside work has been finished, and backfilling completed and settled, all areas on the site of the Work, which are to be graded, shall be brought to grade with the tolerance of +/- 0.1 feet at the indicated elevations, slopes, and contours where seeding or sodding is not required or, where sodding is required, within 3 inches of finished grade. Use of graders or other power equipment will be permitted for final grading and dressing of slopes, provided the result is uniform and equivalent to hand work. All

surfaces shall be graded to secure effective drainage. Unless otherwise shown, a slope of at least one percent shall be provided.

- B. After grading and where seeding is required, topsoil shall be evenly spread to a minimum depth of 6 inches. Topsoil shall be from an Engineer approved source and shall be clear of trash, debris and surface vegetation more than 6 inches in height.
- C. Grading and surfacing shall be complete to the satisfaction of the Engineer.

3.12 EXCESS EXCAVATED MATERIALS

- A. Insofar as needed, suitable excavated materials shall be used in fills and embankments shown on the Drawings. All suitable excess excavated material shall be placed at an on-site stockpile area as directed by the Owner.
- B. The Contractor shall segregate different types of excavated materials (i.e. sands, clayey sands) as possible in the stockpile area. All unsuitable materials shall be disposed of by the Contractor offsite in a legal manner.
- C. The Contractor shall slope and compact the stockpile with a light roller type vehicle to maintain stability.
- D. The Contractor shall maintain proper soil and erosion control measures.

3.13 SETTLEMENT

- A. The Contractor shall be responsible for all settlement of backfill, fills, and embankments which may occur within the correction period stipulated in the General Conditions.
- B. The Contractor shall make, or cause to be made, all repairs or replacements made necessary by settlement within 30 days after notice from the Engineer or Owner.

END OF SECTION

SECTION 02665

HORIZONTAL DIRECTIONAL DRILLING OF PRESSURE MAINS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Furnish and install underground utilities using the horizontal directional drilling (HDD) method of installation, also commonly referred to as directional boring or guided horizontal boring, for pressure pipe. This Work shall include all piping services, equipment, materials, and labor for the complete and proper installation testing, restoration of underground utilities, and environmental protection and restoration.

1.02 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Directional drilling Contractor or Subcontractor shall have a minimum of 4-years of experience constructing water, wastewater, or reclaimed water experience to include pipelines of the same or larger diameter and the same or greater lengths. All pipe and appurtenances of similar type and material shall be furnished by a single manufacturer.
 - 2. The Contractor's operations shall be in conformance with the Directional Crossing Contractor Association (DCCA) published guidelines (latest edition) and pipe manufacturer's guidelines and recommendations.

1.03 TESTING REQUIREMENTS

- A. Submittals shall be submitted to the Owner for review and acceptance prior to construction in accordance with the General Conditions and specifications Section 01340: Shop Drawings, Work Drawings, and Samples.
 - 1. Work Plan
 - 2. Pipe
 - 3. Couplings
 - 4. HDPE mechanical joint adapters
 - 5. Training and experience of directional boring machine operator
 - 6. Directional drilling equipment Specifications including calibration records
- B. Prior to beginning Work, the Contractor must submit a work plan to the Owner detailing the procedure and schedule to be used to execute the Project. The Work plan should include the following:
 - 1. A description of all equipment to be used
 - 2. Down-hole tools
 - 3. A list of personnel and their qualifications and experience
 - 4. List of Subcontractors
 - 5. A schedule of Work activity
 - 6. A safety plan and traffic control plan (if applicable)

7. An environmental protection plan
8. Contingency plans for possible problem

C. Equipment:

1. The Contractor will submit specifications on directional drilling equipment to be used to ensure the equipment will be adequate to complete the Project. Equipment shall include but not be limited to the following:
 - a. Drilling rig
 - b. Mud system
 - c. Mud motors (if applicable)
 - d. Down-hole tools
 - e. Guidance system
 - f. Rig safety systems

PART 2 – PRODUCTS

2.01 GENERAL

- A. Pipe material supplied under this section shall be high performance, high molecular weight, high density polyethylene pipe (HDPE), specifically PE 4710.
- B. The direction drilling equipment shall consist of the following:
 1. A directional drilling rig of sufficient capacity to perform the bore and pullback operations.
 2. A drilling fluid mixing, delivery, and recovery system of sufficient capacity to complete the crossing.
 3. A drilling fluid recycling system to remove solids from the drilling fluid so the fluid can be reused.
 4. A magnetic guidance system to accurately guide boring operations.
 5. A vacuum truck of sufficient capacity to handle the drilling fluid volume
 6. Trained and competent personnel shall operate the system.
- C. All equipment shall be in good, safe operating condition with sufficient supplied, materials, and spare parts on hand to maintain the system in proper working order.

2.02 DRILLING SYSTEM

- A. The directional drilling machine shall consist of a hydraulically powered system to rotate, push, and pull hollow drill pipe into the ground at a variable angle while delivering a pressurized fluid mixture to a guidable drill (bore) head. The machine shall be anchored to the ground to withstand the pulling, pushing, and rotating pressure required to complete the crossing. The hydraulic power system shall be self-contained with sufficient pressure and volume to power drilling operations. Hydraulic system shall be free of leaks. Rig shall have a system to monitor and record maximum pullback pressure during pullback operations. The rig shall be grounded during drilling and pullback operations. There shall be a system to detect electrical current from the drilling string and an audible alarm that automatically sounds when an electrical current is detected.

2.03 PIPE

- A. Pipe for HDD shall be fusible PVC or HDPE pipe with outside diameters in accordance with AWWA C900 (C905) or C906, respectively. The dimension ratio shall be verified by the Contractor based on the pipe, joint, and material pull strength required for the directional drilling.

B. PVC Pipe

1. PVC restrained joint pipe shall have maximum dimension ratios equal to the following table:

<u>Type of Pipe System</u>	<u>Maximum Dimension Ratio</u>
Wastewater	18
Reclaimed Water	18
Water	18

2. PVC pipe shall meet the requirements of AWWA C900. The pipe shall be joined using separate couplings that have beveled edges, built-in sealing gaskets and restraining grooves or steel ring-and-pin gasketed joints. The restraining splines shall be square and made from Nylon 101. Pipe and couplings shall be Underwriters Laboratory Solutions and Factory Mutual Global approved.
3. Installation Curvature: The pipeline curvature shall not have a radius less than as show in following table:

<u>Pipe Diameter (inches)</u>	<u>Minimum Radius of Curvature (feet)</u>	<u>Offset per 20-ft Length (inches)</u>	<u>Deflection per 20-ft Length (degrees)</u>
4	133	17.25	8.6
6	200	12.00	5.7
8	266	9.00	4.3
10	333	6.75	3.5
12	400	6.00	2.9
16	532	4.50	1.5

C. HDPE Pipe

1. HDPE pipe and related fitting shall be made with prime virgin resins exhibiting a minimum cell classification as defined in ASTM D3350 and meeting the PE 4710 code designation with maximum dimension ratios equal to the following:

<u>Type of Pipe System</u>	<u>Maximum Dimension Ratio</u>
Wastewater	11
Reclaimed Water	11
Water	11

2. HDPE pipe 4-inch and larger nominal diameter shall be joined be means of zero leak rate butt (thermal heat) fusion welds and/or approved flanged joints. Joints shall provide axial pullout resistance. Pipe shall meet the requirements of ANSI/AWWA C906 and have an outside diameter dimension of ductile iron pipe. Flanged joints shall not be used below finished grade for HDD applications.
3. HDPE pipe shall have been continuously marked by the manufacturer with permanent printing indicating, at a minimum, the following:
- Nominal size (inches)
 - Dimension ratio (DR)
 - Pressure rating (psi)

- d. Trade name
 - e. Material classification (PE 4710)
 - f. Plant, extruder, and operator codes
 - g. Resin supplier code
 - h. Date produced
 - i. HDPE pipe used for potable water mains shall bear the NSF Seal of Approval.
4. HDPE pipe shall be black in color with permanently colored stripes extruded into the pipe length or shall be one (1) solid color, per the applicable service such as the following:

<u>Pipe Use</u>	<u>Color Coding</u>
Potable Water	Blue
Wastewater	Green
Reclaimed Water	Purple

5. Installation Curvature: The pipeline curvature shall not have a radius less than as shown in the following table:

<u>Pipe Diameter (inches)</u>	<u>Minimum Radius of Curvature (feet)</u>	<u>Offset per 20-ft Length (inches)</u>
4	23	9.3
6	34	6.1
8	44	4.6
10	56	3.5
12	67	3.0
16	88	2.3

2.04 LOCATING WIRE

- A. Locating wire shall be 10-gauge continuous single strand solid core copper wire with non-metallic insulation.
- B. Color-coding shall be similar to pipeline identification colors.
- C. A minimum of 3 locating wires shall be attached with nylon wire ties at different radial locations around the pipe to ensure continuity in at least 1 wire subsequent to installation. Contractor shall be required to provide as many wires as necessary to maintain continuity throughout the length of the directional bore. Failure of continuous continuity in the locating wire shall result in abandonment and reinstallation of the directional drill, at the discretion of the City.

2.05 DRILLING FLUIDS

- A. Drilling fluids shall consist of a mixture of potable water and gel-forming colloidal material, such as bentonite or a polymer surfactant mixture producing a slurry of custard-like consistency.

PART 3 – EXECUTION

3.01 COMPACTION REQUIREMENTS

- A. Responsible representatives of the Contractor and Subcontractor(s) shall be present at all times during directional drilling operations. A responsible representative as specified herein is defined as a person

experienced in the type of work being performed and who has the authority to represent the Contractor in a routine decision-making capacity concerning the manner and method of carrying out the Work.

- B. The Contractor and Subcontractor(s) shall have sufficient number of competent workers on the Project at all times to ensure the utility placement is made in a timely, satisfactory manner. Adequate personnel for carrying out all phases of the directional drilling operation (where applicable: tunneling system operators, operator for removing spoil material, and laborers as necessary for various related tasks) must be on the job site at the beginning of Work. A competent and experienced supervisor representing the Contractor or Subcontractor, that is thoroughly familiar with the equipment and type of work to be performed, must be in direct charge and control of the operation at all times. In all cases, the supervisor must be continually present at the project site during the directional drilling operation.

3.02 WORK PLAN

- A. Work plan should be comprehensive, realistic, and based on actual working conditions for this particular Project. Plan should document the requirements to complete the Project.
 - 1. Calibration records for guidance equipment shall be included. Specifications for any drilling fluid additives the Contractor intends to use, or might use, shall be submitted.

3.03 COORDINATION OF THE WORK

- A. The Contractor shall notify the County at least 3-days in advance of starting Work. In addition, the actual crossing operation shall not begin until the County is present at the project site and agrees that proper preparations for the crossing have been made. The County's approval for beginning the crossing shall in no way relieve the Contractor from the ultimate responsibility for the completion of the Work.
- B. The Contractor and the County shall select a mutually convenient time for the crossing operation to begin in order to avoid schedule conflicts.

3.04 PROCEDURE

- A. The installation of appropriate safety and warning devices in accordance with the "FDOT Manual on Traffic Control and Safe Practices" shall be completed prior to beginning Work.

3.05 INSTALLATION

- A. Erosion and sedimentation control measures and on-site containers shall be installed to prevent drilling mud from spilling out entry and/or exit pits. Drilling mud shall be disposed of off-site in accordance with local, state, and federal requirements and/or permit conditions.
 - 1. No other chemicals or polymer surfactant shall be used in the drilling fluid without written consent of the County and after a determination is made that the chemicals to be added are not harmful or corrosive to the facility and are environmentally safe.
- B. Pilot Hole: Pilot hole shall be drilled on bore path with no deviations greater than 2% of depth over a length of 100-feet. In the event the pilot does deviate from bore path more than 2% of depth in 100-feet, the Contractor shall notify the County. The County may require the Contractor to pullback and re-drill from the location along bore path before the deviation.
- C. Reaming: Upon successful completion of pilot hole, the Contractor will ream borehole to a minimum of 25% greater than outside diameter of pipe using the appropriate tools. Contractor will not attempt to ream at one time more than the drilling equipment and mud system are designed to safely handle.
- D. Pullback: After successfully reaming borehole to the required diameter, Contractor shall put the pipe through the borehole. In front of the pipe shall be a swivel and barrel reamer to compact bore hole walls.

Once pullback operations have commenced, operations must continue without interruption until pipe is completely pulled into borehole. During pullback operations, the Contractor shall not apply more than the maximum safe pipe pull pressure at any time. A break away head rated at the maximum safe pull pressure shall be utilized.

- E. As-built variance from the designed bore path shall not exceed $\pm$ (plus or minus) 1-foot in the vertical plane and $\pm$ 2-feet in the horizontal plane. The Contractor shall submit any proposed deviations from the design bore path with Shop Drawings.
- F. The pipe entry area shall be graded to provide support for the pipe to allow free movement into the borehole. The pipe shall be guided in the borehole to avoid deformation of, or damage to, the pipe.
- G. If unexpected subsurface conditions are encountered during the bore, the procedure shall be stopped. The installation shall not continue until the County has been consulted.
- H. The pipe shall be pulled back through the borehole using the wet insertion construction technique. The pipe shall be installed full of water.
- I. The pipe shall be installed in a manner that does not cause upheaval, settlement, cracking, movement or distortion of surface features.
- J. A boring log shall be kept with horizontal and vertical location every 10-feet. The horizontal location of the bore shall be marked in the field during the bore. The Surveyor shall locate these marks and include this information with the bore depths in the Record Drawings. The Surveyor may make a note on the drawing page containing the directional drill and provide an exception for the directional drill only, as the directional drill route cannot be uncovered and physically located.
- K. The pipe shall be installed at a depth of no more than 15 -feet below pavement, as a measured from the top of pipe.

3.06 FIELD TESTING

A. PVC Pipe

- 1. Perform hydrostatic testing for leakage following installation in accordance with the applicable test sections.

B. HDPE Pipe

- 1. Perform hydrostatic testing for leakage following installation of the directional drill.
 - a. Test Duration: The total test time including initial pressurization, initial expansion, and time at test pressure must not exceed 8-hours. If the test is not completed due to leakage, equipment failure, etc., the test section shall be depressurized and allowed to "relax" for a minimum of 8-hours before it is brought back up to test pressure. The test procedure consists of the initial expansion phase and leakage test phase.
 - b. Initial Expansion Phase: During the initial expansion phase, the test section is pressurized to the test pressure and enough make-up liquid is added each hour for 3-hours to return to test pressure.
 - c. Leakage Test Phase: The leakage test phase follows immediately and shall be either 2 or 3-hours in duration. At the end of the time test, the test section shall be returned to test pressure by adding a measured amount of liquid. The amount of make-up liquid added shall not exceed the values provided in the following table plus allowable leakage:

Test Duration (hours)	2	4	6	8	12	16	20	24
	Allowance/100-feet of Pipeline (gallons)							
2	0.11	0.25	0.60	1.00	2.30	3.30	5.50	8.90
3	0.19	0.40	0.90	1.50	3.40	5.50	8.00	13.30
* Applies to test period and not to initial expansion phase.								

C. Pressure Testing:

1. The test pressure for the pipe shall be 150-psi for water and reclaimed water and 100-psi for wastewater.

D. Mandrel Testing:

1. Perform mandrel testing through the entire length of the installed pipe. The mandrel size shall be 90% of the inside diameter of the pipe.

END OF SECTION

SECTION 02822

SOLID SODDING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The work specified in this Section consists of establishing a stand of grass, within the areas indicated on the Drawings, by furnishing and placing grass sod. Also included are fertilizing, watering and maintenance as required to assure a healthy stand of grass. Work performed in the County and State Right-of-Ways and private property shall be replaced with like sod.

1.02 SUBMITTALS

- A. A certification of sod quality by the producer shall be delivered to the Engineer 10 days prior to use.

PART 2 – PRODUCTS

2.01 GRASS SOD

- A. Grass sod shall be Bahia and shall be well matted with grass roots. The sod shall be taken in rectangles, preferably 12 inch by 24 inch, shall be a minimum 2 inches in thickness and shall be live, fresh and uninjured at the time of planting.
- B. It shall be reasonably free of weeds and other grasses and shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. The sod shall be planted as soon as possible after being dug and shall be shaded and kept moist until it is planted.

2.02 GRASS SOD

- A. Commercial fertilizer shall comply with the state fertilizer laws.
- B. The numerical designations for fertilizer indicate the minimum percentages (respectively) of (1) total nitrogen, (2) available phosphoric acid and (3) water soluble potash contained in the fertilizer.
- C. The chemical designation of the fertilizer shall be 6 percent (6%) nitrogen, 6 percent (6%) phosphorus, and 6 percent (6%) potash. At least 50 percent (50%) of the nitrogen shall be derived from organic sources. At least 50 percent (50%) of the phosphoric acid shall be from normal super phosphate or an equivalent source which will provide a minimum of two (2) units of sulfur. The amount of sulfur shall be indicated on the quantitative analysis card attached to each bag or other container.

2.03 WATER FOR GRASSING

- A. The water used in the sodding operations shall be obtained as provided for in Section 01500: Temporary Facilities.

PART 3 – EXECUTION

3.01 PREPARATION OF GROUND

- A. The area over which the sod is to be placed shall be scarified or loosened to a depth and then raked smooth and free from debris. Where the soil is sufficiently loose and clean, the Engineer, at his discretion, may authorize the elimination of ground preparation.

3.02 APPLICATION OF FERTILIZER

- A. Before applying fertilizer, the soil pH shall be brought to a range of 6.0 to 7.0.
- B. The fertilizer shall be spread uniformly over the area to be sodded at the rate of 700 pounds per acre, or 16 pounds per 1,000 square feet, by a spreading device capable of uniformly distributing the material at the specified rate. Immediately after spreading, the fertilizer shall be mixed with the soil to a depth of approximately 4 inches.
- C. On steep slopes, where the use of a machine for spreading or mixing is not practicable, the fertilizer shall be spread by hand and raked in and thoroughly mixed with the soil to a depth of approximately 2 inches.

3.03 PLACING SOD

- A. The sod shall be placed on the prepared surface, with edges in close contact and shall be firmly and smoothly embedded by light tamping with appropriate tools.
- B. Where sodding is used in drainage ditches, or on slopes of four (4) to one (1) or greater, the setting of the pieces shall be staggered so as to avoid a continuous seam along the line of low. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6 inches. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a feathered edge effect.
- C. On slopes greater than two (2) to one (1), the Contractor shall, if necessary, prevent the sod from sliding by means of wooden pegs driven through the sod blocks into firm earth, at suitable intervals.
- D. Sod which has been cut for more than 72 hours shall not be used unless specifically authorized by the Engineer after his inspection thereof. Sod, which is not planted within 24 hours after cutting, shall be stacked in an approved manner, and maintained and properly moistened. Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed and replaced by fresh, uninjured pieces.
- E. Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

3.04 WATERING

- A. The areas on which the sod is to be placed shall contain sufficient moisture, as determined by the Engineer, for optimum results. After being placed, the sod shall be kept in a moist condition to the full depth of the rooting zone for at least 2 weeks. Thereafter, the Contractor shall apply water as needed until the sod roots and starts to grow for a minimum of 60 days (or until final acceptance, whichever is latest).

3.05 MAINTENANCE

- A. The Contractor shall, at his expense, maintain the sodded areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include repairing of any damaged areas and replacing areas in which the establishment of the grass stand does not appear to be developing satisfactorily.
- B. Replanting or repair necessary due to the Contractor's negligence, carelessness or failure to provide routine maintenance shall be at the Contractor's expense.

END OF SECTION

SECTION 02950 HOT-MIX ASPHALTIC CONCRETE PAVING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Furnish all labor, materials, and equipment necessary to complete all asphaltic concrete paving as shown on the Drawings.
- B. Related Work Described Elsewhere:
 - 1. Earthwork: Section 02220

1.02 QUALITY ASSURANCE

- A. Qualifications of Asphaltic Concrete Producers: Hot mix asphaltic to be furnished by a bulk asphaltic concrete producer regularly engaged for five (5) years in production of hot-mix, hot-laid asphaltic concrete.
- B. Qualifications of Testing Agency: Only recognized commercial testing laboratories with not less than 10 years experience in conducting tests and evaluations of asphaltic concrete materials and design shall be used. Refer to Section 01410.
 - 1. Provide asphaltic concrete testing and inspection service acceptable to Engineer.
 - 2. Include sampling and testing asphaltic concrete materials proposed, and tests and calculations for asphaltic concrete mixtures.
 - 3. Provide field-testing facilities for quality control testing during paving operations.
- C. Requirements of Regulatory Agencies: Comply with applicable requirements of:
 - 1. City of Leesburg Public Works Department.
 - 2. State of Florida Department of Transportation, Standard Specifications for Highway and Bridges, latest edition.
 - 3. Lake County Public Works

1.03 PAVING QUALITY REQUIREMENTS

- A. General: In addition to other specified conditions, comply with following minimum requirements:
 - 1. Testing in place asphaltic concrete sources for compliance with requirements for density, thickness, and surface smoothness.
 - 2. Provide final surface of uniform texture, conforming to required grades and cross sections.
 - 3. Take not less than 4 inch diameter pavement specimens for each completed course, from locations as directed by the Engineer.
 - 4. Repair holes from test specimens as specified for patching defective work.
- B. Density:
 - 1. Compare density of in-place materials against laboratory specimens of same asphaltic concrete mixture, when subjected to 50 blow of standard Marshal hammer in each side of specimen.

2. Minimum acceptable density of in-place coarse material in 98 percent of the recorded laboratory specimen density.
- C. Thickness: In-place compacted thickness will not be acceptable if exceeding following allowable variation from thickness shown on Drawings.
1. Base Coarse: $\pm \frac{1}{2}$ inch
 2. Surface Coarse: $\pm \frac{1}{2}$ inch
- D. Surface Smoothness:
1. Test finished surface of each asphaltic concrete course for smoothness, using a 10-foot straightedge applied parallel to and at right angles of centerline of paved areas.
 2. Check surfaced variability will not be acceptable if exceeding the following:
 - a. Base Coarse: $\frac{1}{4}$ inch in 10 feet
 - b. Surface Coarse: $\frac{3}{16}$ inch in 10 feet
 - c. Crowned Surface:
 - (1) Test crowned surfaces with a crown template, centered and at right angles to the crown.
 - (2) Surfaces will not be acceptable if varying more than $\frac{1}{4}$ inch from the template.

1.04 SUBMITTALS

- A. Samples: Proved samples of proposed materials for laboratory testing and job-mix design.
- B. Test Reports: Submit laboratory reports for following material tests:
1. Coarse and fine aggregates from each material source and each required grading:
 - a. Sieve Analysis: ASTM C 136 (AASHTO 27)
 - b. Unit Weight of Slag: ASTM C 29 (AASHTO 19)
 - c. Soundness: ASTM C 88 (AASHTO 104) for surface coarse aggregates only.
 - d. Sand Equivalent: ASTM D 2419 (AASHTO 176)
 - e. Abrasion of Coarse Aggregate: ASTM C 131 (AASHTO 96), for surface coarse aggregates only.
 2. Asphaltic cement for each penetration grade:
 - a. Penetration: ASTM D 5 (AASHTO 49)
 - b. Viscosity (Kinematic): ASTM D 2170 (AASHTO 201)
 - c. Flash Point: ASTM D 92 (AASHTO 48)
 - d. Ductility: ASTM D 113 (AASHTO 51)
 - e. Solubility: ASTM D 2042 (AASHTO 44)
 - f. Specific Gravity: ASTM D 70 (AASHTO 43)

3. Job mix design mixture for each material or grade:
 - a. Bulk Specific Gravity of coarse aggregate: ASTM C 127 (AASHTO 85)
 - b. Bulk Specific Gravity of fine aggregate: ASTM C 128 (AASHTO 84)
4. Uncompacted asphaltic concrete mix: Maximum Specified Gravity ASTM D 2041 (AASHTO 209)
5. Compacted asphaltic concrete mix:
 - a. Bulk Density: ASTM D 1188 (AASHTO 166)
 - b. Marshall Stability and Flow: ASTM D 6927 (AASHTO 245)
6. Density and voids analysis:
 - a. Provide each series of asphaltic concrete mixture test specimens, in accordance with A. I. MS-2 "Mix Design Methods for Asphaltic Concrete."
 - b. Use Marshall Method of mix design unless otherwise directed or acceptable to the Engineer.
 - c. Report the quantity of absorbed asphaltic cement in pounds of dry aggregate, percent air voids, and percent voids in mineral aggregate.
7. Sampling and testing of asphaltic cement mixture for quality control during paving operations.
 - a. Uncompacted asphaltic concrete mix:
 - (1) Asphaltic Cement Content: ASTM D 2172 (AASHTO 164)
 - (2) Penetration of recovered Asphaltic Cement: ASTM D 5 (AASHTO 49)
 - (3) Ductility of Recovered Asphaltic Cement: ASTM D 113 (AASHTO 51)
 - b. Compacted asphaltic concrete mix:
 - (1) Bulk Density: ASTM D 1188 (AASHTO 166)
 - (2) Marshall stability and flow: ASTM D 6927 (AASHTO 245)
 - c. Perform at least one test for each day's paving.
8. Asphaltic Plant Inspections: ASTM D 290
9. Additional testing:
 - a. Perform as may be required if any of the previous tests indicate insufficient values, or if directed by the Engineer.
 - b. Continue testing until specified values have been attained.
10. Asphaltic Concrete materials not complying with specified requirements will not be permitted in the Work.

1.05 JOB CONDITIONS

A. Weather Limitations:

1. Apply bituminous prime and tack coated only when the ambient temperature in the shade is above 50° F and when the temperature has not been below 35° F for 12 hours immediately prior to application.

2. Do not apply when the base surface is wet or contains an excess of moisture, which would prevent uniform distribution and required penetration.
 3. Construct asphaltic concrete surface coarse only when atmospheric temperature is above 40° F, when the underlying base is dry, and when weather is not rainy.
 4. Asphaltic base coarse may be place when air temperature is not below 30° F and rising, when acceptable to the Engineer.
- B. Grade control: Establish and maintain the required lines and grades, including crown and cross-slope, for each course during construction operations.
- C. Traffic Control:
1. Maintain vehicular and pedestrian traffic during paving operations and as required for other construction activities.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Crushed Aggregate Base Course: Sound, durable particle of crushed stone and screening.
1. Coarse aggregate: Angular particles of uniform density, percentage of wear not to exceed 65 after 500 revolutions as determined by ASTM C 131.
 2. Fine aggregate: Angular particles produced by crushing atone that meets the requirements for wear and soundness specified for coarse aggregate.
 3. Crushed stone shall meet the requirements of FDOT for class A or B stone.
- B. Aggregate for Asphaltic Concrete, General:
1. Sound, angular crushed stone, crushed gravel, or crushed Alan: ASTM D 692.
 2. Sand, stone, or slag screening: ASTM D 1073
 3. Provide aggregate in gradation for various coarse to comply with local highway standards.
- C. Surface Coarse Aggregates:
1. Provide natural sand, unless sand prepared from stone, slag, or gravel or combinations are required to suit local conditions.
- D. Asphaltic Cement: Comply with ASTM D 946 for 85-100 penetration grade.
- E. Prime Coat:
1. Cut back liquid asphaltic
 2. Medium-curing type: ASTM D 2027, grade MC-70.
- F. Tack Coat: Emulsified asphaltic

2.02 ASPHALTIC AGGREGATE MIXTURES

- A. Job-mix criteria:
1. Provide job-mix formulas for each required asphaltic aggregate mixture.

2. Establish a single percentage of aggregate passing each required sieve size, a single percentage of asphaltic cement to be added to aggregate, and a single temperature at which asphaltic concrete is to be produced.
3. Comply with the mix requirements of local governing highway standards.
4. Maintain material quantities within allowable tolerance of the governing standards.

2.03 TRAFFIC AND PARKING MARKING MATERIALS

- A. Traffic and parking lane markings shall be Thermoplastic Traffic Stripes, Section 711, FDOT Standard Specifications for roads and bridges, latest edition.
- B. Sealing primer and the proportions used shall be as recommended by the manufacturer of the thermoplastic compound.
- C. Color:
 1. Driving land dividers: 6 inch white
 2. No parking zone: 4 inch yellow
 3. Parking dividers: 4 inch white

PART 3 – EXECUTION

3.01 SURFACE PREPARATION

- A. Subbase preparation:
 1. The contractor shall remove from the area all organic substance to the depth of 6-in or 8-in, as shown on the Drawings, below the surface of the proposed subgrade. The entire areas shall be plowed and dragged prior to placing a stabilizing additive, if required to meet minimum bearing value.
 2. Subbase shall be compacted to a minimum density of 95 percent of the maximum as determined by the Modified proctor density AASHTO T180 and shall have a minimum bearing value of 60 pounds per square inch.
- B. Base Coarse:
 1. Check subgrade for conformity with elevations and section immediately before placing base material.
 2. Place base material in compacted layer not more than 6 inch thick, unless continuing tests indicate the required results are being obtained with thicker layers.
 3. In no case will more than 8 inches of compacted based be placed in one lift.
 4. Spread, shape, and compact all base material deposited on the subgrade during the same day.
 5. Compact base coarse material to not less than 95 percent of maximum density: ASTM D 1557, Method D (98 percent maximum density: AASHTO T 180).
 6. Test density of compacted base coarse: ASTM D 2167.
 7. Conduct one test for each 250 sq yd of in-place material, but not less than one daily for each layer.

C. Loose and Foreign Material:

1. Remove loose and foreign material from compacted subbase surface immediately before application of paving.
2. Use power brooms or blowers, and hand brooming as required.
3. Do not displace subbase material.

D. Prime Coat:

1. Uniformly apply at rate 0.20 to 0.5 gal/sq yd over compacted and cleaned subbase surface.
2. Apply enough material to penetrate and seal, but not flood the surface.
3. Allow to cure and dry as long as required to attain penetration and evaporation of volatile, and in no case less than 24 hours unless otherwise acceptable to the Engineer.
4. Blot excess asphaltic with just enough sand to prevent pick-up under traffic.
5. Remove loose sand from paving.

E. Tack Coat:

1. Dilute material with equivalent parts of water and apply to contact surfaces of previously constructed asphaltic concrete or Portland cement and similar surfaces.
2. Apply at rate of 0.05 to 0.15 gal/sq yd of surface.
3. Apply tack coat by brush to contact surfaces of structures projecting into or abutting asphaltic concrete pavement.
4. Allow surface to dry until material is at condition of tackiness to receive pavement.

3.02 FRAME ADJUSTMENTS (if applicable)

A. Placing Frames:

1. Surround frames set to elevation with ring of compacted asphaltic concrete base prior to paving.
2. Place asphaltic concrete mixture up to 1 inch below top of frame, slope to grade, and compact by hand tamping.

B. Adjust frames to proper position to meet paving.

C. If permanent covers are not in place, provide temporary covers over openings until completion of rolling operations.

D. Set cover frames to grade, flush with surface adjacent pavement.

3.03 PREPARING THE MIXTURE

A. Comply with ASTM D 995 for material storage, control, and mixing and for plant equipment and operation.

B. Stockpiles:

1. Keep each component of the various-sized combined aggregates in separate stockpiles.
2. Maintain stockpiles so separate aggregate sizes will not intermix and to prevent segregation.

C. Heating:

1. Heat the asphaltic cement at the mixing plant to viscosity at which it can be uniformly distributed throughout the mixture.
2. Use Lowest possible temperature to suit temperature – viscosity of asphaltic.
3. Do not exceed 350° F.

D. Aggregate:

1. Heat – dry aggregate to reduce moisture content to not more than 2.0 percent.
2. Deliver dry aggregate to mixer at recommended temperature to suit penetration grade and viscosity characteristics of asphaltic cement, ambient temperature, and workability of mixture.
3. Accurately weigh or measure dry aggregates and weigh or meter asphaltic cement to comply with job-mix formula requirements.

E. Mix aggregate and asphaltic cement to achieve 90-95 percent of coated particles for base mixture and 85-90 percent of coated particles for surface mixture, when tested in accordance with ASTM D2489.

F. Transporting:

1. Transport asphaltic concrete mixture from mixing sit in trucks having tight, clean compartments.
2. Coat hauling compartments with a lime-water mixture to prevent asphaltic concrete mixture from sticking.
3. Elevate and drain compartment of excess solution before loading mix.
4. Provide covers over asphaltic concrete mixture when transporting to protect from weather and to prevent loss of heat.
5. During periods of cold weather or long-distance deliveries, provide insulation around entire truck bed surface.

3.04 EQUIPMENT

- A. Provide size and quantity of equipment to complete the work specified within project time schedule.
- B. Bituminous Pavers: Self-propelled that spread hot asphaltic concrete mixtures without tearing, shoving, or gouging surfaces, and control pavement edges to true lines without use of stationary forms.
- C. Rolling Equipment:
1. Self-propelled steel wheeled and pneumatic tired rollers that can reverse direction without backlash.
 2. Other type rollers ma be used if acceptable to the Engineer.
- D. Hand Tools: Provide rakes, lutes, shovels, tampers, smoothing irons, pavement cutters, portable heaters, and other miscellaneous small tools to complete the Work specified.

3.05 PLACING THE MIX

- A. Place the asphaltic concrete mixture on prepared surface, spread and strike-off using paving machine.
- B. Spread mixture at a minimum temperature of 225° F.
- C. Inaccessible and small areas may be placed by hand.

- D. Place each course at thickness so when compacted it will conform to the indicated grade, cross-section, finish thickness, and density indicated.
- E. Paver Placing:
1. Unless otherwise directed, being placing along centerline of areas to be paved on crowned section, and at high side on one-way slope, and in direction of traffic flow.
 2. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips.
 3. Complete base course for a section before placing surface courses.
 4. Place mixture in continuous operation as practicable.
- F. Hand Placing:
1. Spread, tamp, and finish mixture using hand tools in area where machine spreading is not possible, as acceptable to Engineer.
- G. Joints:
1. Carefully make joints between old and new pavements, or between successive days' work, to ensure a continuous bond between adjoining work.
 2. Construct joints to have same texture, density, and smoothness as adjacent sections of asphaltic concrete course.
 3. Clean contact surface free of sand, dirt, and other objectionable material and apply tack coat.
 4. Offset transverse joints in succeeding courses not less than 24 inches.
 5. Cut back edges of previously placed courses to expose and even, vertical surface for full course thickness.
 6. Offset longitudinal joints in succeeding courses not less than 6 inches.
 7. When the edges of longitudinal joints are irregular honeycombed, or inadequately compacted, cut back unsatisfactory sections to expose and even vertical surface for full course thickness.

3.06 COMPACTING THE MIX

- A. Provide sufficient rollers to obtain the required pavement density.
- B. Begin rolling operations as soon after placing when the mixture will bear weight of roller without excessive displacement.
- C. Do not permit heavy equipment, including rollers to stand on finished surface before it has thoroughly cooled or set.
- D. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- E. Start rolling longitudinally at extreme lower side of sections and proceed toward center of pavement. Roll to slightly different lengths on alternate roller runs.
- F. Do not roll centers of sections first under any circumstances.
- G. Breakdown Rolling:

1. Accomplish breakdown or initial rolling immediately following rolling of transvers and longitudinal joints and outside edge.
2. Operate rollers as close as possible to paver without causing pavement displacement.
3. Check crown, grade and smoothness after breakdown rolling.
4. Repair displaced areas by locating at once with lutes or rakes and filling, if required, with hot loose material before continuing rolling.

H. Second Rolling:

1. Second rolling shall be made by traffic roller.
2. Follow breakdown rolling as soon as possible, while mixture is hot and in condition for compaction.
3. Continue second rolling until mixture has been thoroughly compacted.

I. Finish Rolling:

1. Perform finish rolling while mixture is still warm enough for removal of roller marks.
2. Continue rolling until roller marks are eliminated and course has attained specified density.

J. Patching:

1. Remove and replace defective areas.
2. Cut out and fill with fresh, hot asphaltic concrete.
3. Compact by rolling to specified surface density and smoothness.
4. Remove deficient areas for full depth of course.
5. Cut sides perpendicular and parallel to direction of traffic with edges vertical.
6. Apply tack coat to exposed surface before placing new asphaltic concrete mixture.

3.07 MARKING ASPHALTIC CONCRETE PAVEMENT

A. Cleaning:

1. Sweep surface with power brooms to remove loose material and dirt.
2. Do not begin marking asphaltic concrete pavement until acceptable to the Engineer.

B. Apply thermoplastic material as specified by FDOT Section 711 Standard Specifications

1. Provide uniform straight edges.
2. Thickness shall be as required by FDOT Section 711 Standard Specifications.

3.08 CLEANING AND PROTECTION

A. Cleaning: After completion of paving operations, clean surfaces of excess or spilled asphaltic materials to the satisfaction of the Engineer.

B. Protection:

1. After final rolling, do not permit vehicular traffic on asphaltic concrete pavement until it has cooled and hardened and in no case sooner than 6 hours.

2. Provide barricades and warning devices are required to protect pavement.
3. Cover openings of structures in the areas of paving until permanent covering are placed (if applicable)

END OF SECTION

SECTION 02960

PIPING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Contractor shall furnish all labor, materials, and equipment to install and complete all underground piping for potable water distribution.
- B. The Contractor shall complete the connections of all installed underground piping to the respective existing piping.

PART 2 – MATERIALS

2.01 GENERAL

- A. The Contractor shall provide underground yard piping as show on the Drawing and as listed below:
1. Force Main: Color – green or green adhesive striping.
 - a. HDD – PE 4710, SDR-11
 - b. All pipe sizes – C900 PVC, DR-18

PART 3 – EXECUTION

3.01 EXCAVATION

- A. See Section 02220: Excavation, Backfilling, and Grading

3.02 INSTALLATION

- A. See Respective Piping Installations within the Mechanical Division 15.

END OF SECTION

SECTION 15044

PRESSURE TESTING OF PIPING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: This section specifies the leakage testing requirements for plant piping.
- B. Test Pressures: Test pressure for the various services and types of piping are shown in Table at the end of this Section.
- C. Testing Records:
 - 1. Provide a record of each piping installation during the testing. These records shall include:
 - a. Date of test.
 - b. Identification of pipeline tested or retested.
 - c. Identification of pipeline material.
 - d. Identification of pipe specification.
 - e. Test fluid.
 - f. Test Pressure.
 - g. Remarks: Leaks identified (type and location), types of repairs, or corrections made.
 - h. Certification by Contractor that the leakage rate measure conformed to the Specifications.
 - i. Signature of Owner's representative witnessing pipe test.
 - 2. Submit an electronic copy of the test records to the Engineer's representative upon completion of the testing.

PART 2 – PRODUCTS

2.01 GENERAL

- A. Testing fluid shall be water for all hydrostatic tests unless pneumatic test is included.

2.02 MATERIALS AND EQUIPMENT

- A. Provide pressure gauges, pipes, bulkheads, pumps, and meters to perform the hydrostatic and pneumatic testing.

PART 3 – EXECUTION

3.01 TESTING PREPARATION

- A. Pipes shall be in place and anchored before commencing pressure testing.
- B. Conduct hydrostatic and pneumatic tests on exposed and aboveground piping after the piping has been installed and attached to the pipe supports, hangers, anchors, expansion joints, valves, and meters.

- C. Before conducting hydrostatic tests, flush pipe with water to remove dirt and debris. For pneumatic tests, blow air through the pipes.
- D. Test new pipelines which are to be connected to existing pipelines by isolating the new line from the existing line by means of pipe caps, special flanges, or blind flanges. After the new line has been successfully tested, remove caps or flanges, and connect to the existing piping.
- E. Conduct hydrostatic tests on buried pipe after the trench has been completely backfilled. The pipe may be partially backfilled, and the joints left exposed for inspection for an initial leakage test. Perform the final test, however, after completely backfilling and compacting the trench.
- F. Pressure Test:
 - 1. All tests shall be made in the presence of, and to the satisfaction of, the Owner or Engineer and any local or state inspector having jurisdiction.
 - a. Provide not less than three (3) days' notice to the Owners, Engineer, and the authority having jurisdiction when it is proposed to make the tests.
 - b. Any piping or equipment that has been left unprotected and subject to mechanical or other injury, in the opinion of the Engineer, shall be retested in part or in whole, as directed by the Engineer.
 - c. The piping systems may be tested in sections as the Work progresses, but no joint or portion of the system shall be left untested.
 - 2. All elements within the system that may be damaged by the testing operation shall be removed, or otherwise protected during the operation.
 - 3. Repair all damage done to existing or adjacent work or materials due to or on account of the tests.

3.02 INSPECTION AND TESTING

- A. Hydrostatic Testing of Aboveground or Exposed Piping: Open vents at high points of the piping system to purge air while the pipe is being filled. Subject the piping system to the test pressure indicated. Maintain the test pressure for a minimum of 2 hours. Examine joints, fittings, valves, and connections for leaks. The piping system shall show no leakage or weeping. Correct leaks and retest until no leakage is obtained.
- B. Hydrostatic Testing of Buried Piping:
 - 1. Where any section of the piping contains concrete thrust blocks or encasement, do not make the pressure test until at least 10 days after the concrete has been poured. When testing mortar-lined piping, fill the pipe to be tested with water and allow it to soak for at least 48 hours to absorb water before conducting the pressure test.
 - 2. Apply and maintain the test pressure by means of a hydraulic force pump. Maintain the test pressure for a minimum duration of 4 hours. After the test pressure is reached, use a meter to measure the additional water added to maintain the pressure during the four hours. This amount of water is the loss due to leakage in the piping system. The allowable leakage rate is defined by the formula: $L = \frac{SD(P)^{1/2}}{133,200}$, where:

L = allowable leakage (gallons/hour) during the test period	D = diameter of pipe (inches)
S = length of pipe (feet)	P = specified test pressure (psig)

3. Repair and retest any pipes showing leakage rates greater than that allowed.

Service	Mark	Test Pressure (psig)
Force Main Pipe	FM	150

END OF SECTION

SECTION 15062

DUCTILE IRON AND PIPE FITTINGS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Furnish all labor, materials, equipment, and incidentals required and install, in the locations inside, and under buildings and structures as shown on the Drawings, all ductile iron piping, ductile iron fittings, and appurtenances as specified herein.
- B. General Design: The equipment and materials specified herein is intended to be standard types of ductile iron pipe and cast or ductile iron fittings for use in transporting sewage, sludges, water, and reclaimed water.

1.02 QUALITY ASSURANCE

- A. Qualifications: All the ductile iron pipe and ductile iron fittings shall be furnished by manufacturers who are fully experienced, reputable, and qualified in the manufacture of the materials to be furnished. The pipe and fittings shall be designed, constructed, installed in accordance with the best practices and methods and shall comply with these specifications as applicable.
- B. Standards:
 - 1. AWWA C150
 - 2. AWWA C151
 - 3. AWWA C1047
 - 4. AWWA C110
 - 5. AWWA C153
 - 6. AWWA C105
 - 7. AWWA C600
 - 8. AWWA C651
- C. Quality Control:
 - 1. The manufacturer shall establish the necessary quality control and inspection practice to ensure compliance with the referenced standards.
 - 2. In addition to the manufacturer's quality control procedures, the Owner may select an independent testing laboratory to inspect the material at the foundry for compliance with these specifications. The cost of foundry inspection requested by the Owners will be paid for by the Owner.
- D. Equipment Manufacturers: (or equal)
 - 1. American Cast Iron Pipe Co.
 - 2. U.S. Pipe and Foundry
 - 3. Griffin
 - 4. McWane

1.03 SUBMITTALS

- A. Material and Shop Drawings:
 - 1. Submit Shop Drawings, including pipeline layouts, within and under buildings and structures. Shop Drawings shall include dimensioning, methods and locations of supports and all other pertinent technical specifications. Shop drawings shall be prepared by the pipe manufacturer.

Shop Drawings for piping within and under buildings and structures shall be submitted within 30 days of Execution of Contract.

B. Operating Instructions: Submit Operation and Maintenance Manuals in accordance with Section 01730.

C. Manufacturer's Certification: Submit certification of compliance with the following:

1. Factory tests and results
2. Dimensions and weights of fittings per respective AWWA Standard.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Delivery and Storage: Delivery and storage of the materials shall be in accordance with the manufacturer's recommendations.

B. Handling: Care shall be taken in loading, transporting, and unloading to prevent damage to the pipe or fittings and their respective coatings. Pipe or fittings shall not be rolled off the carrier or dropped. Unloading shall be done by lifting with a forklift or crane. All pipe or fittings shall be examined before laying, and no piece shall be installed which is found to be defective.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Ductile Iron Pipe:

1. Standards:

- a. AWWA C150
- b. AWWA C151

2. Thickness:

- a. Below ground piping: Pipes shall be the following minimum thickness class unless otherwise noted or specified:
 - 1) 12 inch or smaller: Class 350
 - 2) 14-20 inch diameter: Class 250

3. Joints:

- a. Push-on or Mechanical Joints (below ground piping):
 - 1) Standards: AWWA C111
 - 2) Class: The working pressure of the joint shall be equal to or exceed the rated working pressure of the pipe.
 - 3) Gaskets: SBR (Styrene Butadine Rubber)
- b. Flanged (above ground or inside below ground vaults):
 - 1) Standards: ANSI A-21.15, ANSI B-16.1
 - 2) Class: 125lb factory applied screwed long hub flanges, plain faced without projection.
 - 3) Gaskets:

- (a) Spans less than 10 feet: full face 1/8 inch tick neoprene rubber
- (b) Spans greater than 10 feet: Toroseal gaskets as manufactured by American Cast Iron Pipe or equal.

c. Restrained Joints:

1) Manufacturers:

- (a) "Flex-Ring" or "Lok-Ring" restrained joint system as manufactured by American Ductile Iron Pipe,
- (b) "Super Lock" as manufactured by Clow-McWane, Inc.,
- (c) or equal.

2) Gasket: "Fast-Grip" as manufactured by American Ductile Iron Pipe, "Field Lok" as manufactured by U.S. Pipe or equal.

- (a) Maybe used only for pipe sizes 4 -24 inch on straight runs of pipe.
- (b) Shall not be used for:

(1) Fittings

(2) Within bore and jack casings

3) Mechanical Restraining Devices: "Meg-a-Lug" system as manufactured by EBBA Iron or equal.

4) Class: 250 psi (minimum) design pressure rating

5) Standard mechanical joint retainer glands will not be acceptable

d. Joint Accessories:

1) Mechanical joint bolts, washers, and nuts: Ductile Iron or Corten steel

2) Flanged joint bolts, washers, and nuts:

(a) Above ground: Hot dipped galvanized, Grade B, ASTM A-307

(b) Below ground: 304 stainless steel

e. Pipe Length (below ground installation): 20 feet maximum nominal length.

B. Fittings:

1. Materials: Ductile Iron or grey cast iron, AWWA C110.

2. Pressure Class:

a. Mechanical Joint, Restrained Joint: Minimum 250 psi pressure rating.

b. Flanged Joint: Class 125, plain

3. Compact Fittings: AWWA C153 (4-24 inch diameter only)

2.02 COATINGS, MARKINGS, AND LININGS

A. Exterior Coatings:

1. Below ground or in casing pipe:

- a. Type: Asphaltic coating, 1.0 mil DFT
- b. Markings: (continuous 2 inch wide strip within top 90 degrees of pipe – min. drying time 30 minutes before backfill). All ductile iron pipe shall be marked with a continuous stripe located within the top 90 degrees of the pipe. Said stripe shall be a minimum 2 inches in width and shall be painted green in color. Backfill shall not be placed for 30 minutes following paint application. At the Contractor's option, the pipe may be stripe marked prior to pipe installation as follows:

- 1) Up to 8 inch diameter: (2) 2 inch wide @ 180°
- 2) 10 to 16 inch diameter: (3) 2 inch wide @ 120°

Alternately, all ductile iron pipe may be marked along the crown of the pipe with an adhesive Underground Utility marking tape. Said tape shall be a minimum 6 inches width with a minimum 4.0 mil overall thickness inert plastic film formulated for extended use underground. Tape shall be specified and supplied in accordance with the A.P.W.A. national color code and shall be imprinted with the appropriate legend to define the type of utility line it protects.

- c. Color: Force Main – Green

B. Interior Lining (Applied by pipe manufacturer):

- 1. Wastewater Service: Ductile iron pipe, fittings, and specials shall be lined with Protecto 401 Ceramic Epoxy, a high build multi-component amine cured Novalac epoxy lining, containing at least 20 percent by volume of ceramic quartz pigment, manufactured by Indurall Coatings, Inc., Birmingham, Alabama, or approved equal. The interiors of the ductile iron pipe, fittings, and specials shall receive 40 mils dry film thickness (DFT) of the ceramic epoxy protective lining. Storage, surface preparation, application, and safety precautions shall strictly follow manufacturer's instructions.

C. Polyethylene Encasement (required for all below ground piping, fittings, and appurtenances located less than 10 feet from a gas main as indicated on the Drawings):

- 1. Standard: AWWA C105, 8 mil minimum thickness
- 2. Color: Color coded per paragraph A.1. above.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Standards: AWWA C600-87

B. Underground Ductile Iron Pipe and Fittings:

- 1. Bedding for Ductile Iron Pipe: Minimum bedding requirements shall be Type 4 as defined in ANSI/AWWA C600, latest revision. Provide proper bedding required, in accordance with thickness class of pipe being laid and depth of cover. Property pipe laying conditions shall be in accordance with ANSI/AWWA C150 and C151, latest revisions, and ANSI/AWWA C600 latest revision.
- 2. Placement: Alignment: In accordance with lines and grades shown on the Drawings. Deflection of joints shall not exceed 75 percent of that recommended by manufacturer.

3. Cutting: When required, cutting shall be done by machine, leaving a smooth but at right angles to the axis of the pipe. Cut ends of the pipe to be used with a push-on bell shall be beveled.

4. Joints:

a. Placement:

- 1) Push-on joints: Pipe shall be laid with the bell ends facing upstream. The gasket shall be inserted, and the joint surfaces cleaned and lubricated prior to placement of the pipe. After joining the pipe, a metal feeler shall be used to verify the gasket is correctly located.
- 2) Mechanical joints: Pipe and fittings shall be installed in accordance with the "Notes on Method of Installation" under AWWA C111. The gasket shall be inserted, and the joint surfaces cleaned and lubricated with soapy water before tightening the bolts to the specified torque.

C. Above ground and interior ductile iron pipe and fittings:

1. Pipe Supports:

- a. General: All piping shall be properly supported with hangers, supports, base elbows, and tees, concrete piers and pads as shown on the Drawings. All pipe and appurtenances connected to equipment shall be supported to prevent any strain from being imposed on the equipment.
- b. Support Spacing: 8 feet in centers, at each fitting and where shown on the Drawings.
- c. Hangers for Horizontal Piping:
 - 1) Material: Heavy malleable iron
 - 2) Type: Adjustable, swivel, split ring or adjustable swivel, pip-roll
- d. Hangers for Vertical Piping:
 - 1) Material: Wrought Iron
 - 2) Type: Clamp

2. Placement:

- a. Alignment: In accordance with lines and grades shown on the Drawings. Each section of pipe shall be cleaned thoroughly prior to installation.
- b. Flanges Joints: Joints shall be fitted so the contact faces bear uniformly on the gasket.

D. Thrust Restraint:

1. General: Thrust restraint shall be accomplished by restrained joints.
2. Length of Restrained Joints: In accordance with the lengths shown on the Drawings.

3.02 CLEANING

- A. General: At the conclusion of the Work, the Contractor shall thoroughly clean the new pipe lines by flushing with water, or other means, to remove all dirt, stones or other material which may have entered the line during the construction period.

- B. Correction of Non-Conforming Work: Non-conforming work shall be defined as failure to adhere to any specific or implied directive of this Project Manual and/or the drawings, including but not limited to pipe not laid straight, true to the lines and grades as shown on the drawings, damaged or unacceptable materials, misalignment or diameter ring deflection in pipe due to bedding or backfilling, visible or detectable leakage and failure to pass any specified test or inspection. All non-conforming work shall be repaired or replaced by the Contractor at no additional expense to the Owner.

3.03 FIELD TESTING

- A. General: At least ten (10) days prior to beginning testing, the Contractor shall submit a testing plan to the Engineer for review.

B. Pressure Piping:

1. General: The Contractor shall perform hydrostatic pressure and leakage tests on all pressure piping.
2. Standard: AWWA C600, Section 4, with the exceptions required herein and the exception the Contractor shall furnish all gauges, meters, pressure pumps and other equipment needed to test the lines.

3. Hydrostatic Pressure Test:

- a. Test Pressure: 50 percent above the normal working pressure, but not less than 150 psi, unless otherwise noted on the Drawings.
- b. Test Duration: 24 hours
- c. Air Release: Corporation cocks at least ¾ inch in diameter, pipe riser, and angle globe valves shall be provided at each dead-end to bleed air from the line.

4. Hydrostatic Leakage Test:

- a. General: Following the pressure test, the Contractor shall perform the leakage test. The line shall be filled with water and all air removed for the test. The Contractor shall provide a pump to maintain the test pressure for the entire test period.
- b. Test Pressure: Maximum operating pressure as determined by the Engineer but not less than 150 psi unless otherwise noted.
- c. Test Duration: 2 hours.
- d. Allowable Leakage:

$$1) \text{ For 18 foot pipe lengths: } L = \frac{SD(P)^{0.5}}{133,200}$$

$$2) \text{ For 20 foot pipe lengths: } L = \frac{SD(P)^{0.5}}{148.000}$$

L = allowable leakage
(gallons/hour)

S = length of pipe (feet)

D = diameter of pipe
(inches)

P = specified test pressure
(psig)

- e. Visible Leakage: All leaks evident at the surface shall be repaired and leakage eliminated regardless of the measure total leakage.

- f. Leakage Measurement: The amount of water required to maintain the test pressure is the leakage.
- g. Leakage Repair: Repairs to leaks shall be completed in strict accordance with the pipe manufacturer's written recommendations.

END OF SECTION

SECTION 15064

POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Furnish all labor, materials, equipment, and incidentals required and install and test all polyvinyl chloride (PVC) piping, fittings and appurtenances as shown on the Drawings and specified herein.
- B. General Design: The equipment and materials specified herein is intended to be standard type of polyvinyl chloride (PVC) pipe and cast or ductile iron fittings for use in transporting sewage, sludges, and water.

1.02 QUALITY ASSURANCE

- A. Qualifications: All of the polyvinyl chloride (PVC) pipe and cast or ductile iron fittings shall be furnished by manufacturers who are fully experienced, reputable, and qualified in the manufacture of the materials to be furnished. The pipe and fittings shall be designed, constructed, installed in accordance with the best practices and methods and shall comply with these specifications as applicable.
- B. Standards:
 - 1. AWWA C900/M23 and C905
 - 2. ASTM D1784, ASTM D1785, ASTM D2241, ASTM D2466, ASTM D2564, ASTM D2729, ASTM D2774, ASTM D3034, ASTM D3139, ASTM 3212
 - 3. NSF 14
 - 4. UNI-B-1 through 5
 - 5. ANSI B-16.5
- C. Factory Tests: The manufacturer shall perform the factory tests described in Section 3 – AWWA C900
- D. Quality Control:
 - 1. The manufacturer shall establish the necessary quality control and inspection practice to ensure compliance with the referenced standards.
 - 2. In addition to the manufacturer's quality control procedures, the Owner may select an independent testing laboratory to inspect the material at the foundry for compliance with these specifications. The cost of foundry inspection requested by the Owner will be paid by the Owner.
- E. Equipment Manufacturers: (or equal)
 - 1. JM Eagle
 - 2. CertainTeed
 - 3. CanTex
 - 4. Capco
 - 5. Condux
 - 6. Diamond
 - 7. H & W

1.03 SUBMITTALS

- A. Materials and Shop Drawings: Submit shop drawings to the Engineer in accordance with Section 01340. The location of all pipes shall conform to the Contract Drawings. In some cases, however, a certain amount of flexibility in pipe position will be allowed where new pipes connect to existing piping or when avoiding potential conflicts.
- B. Operating Instructions: Submit Operation and Maintenance Manuals in accordance with Section 01730.
- C. Manufacturer's Certification: Submit sworn certification of factory tests and their results

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Storage: Delivery and storage of the materials shall be in accordance with the manufacturer's recommendations.
- B. Handling: Care shall be taken in loading, transporting, and unloading to prevent damage to the pipe or fittings and their respective coatings. Pipe or fittings shall not be rolled off the carrier or dropped. Unloading shall be done by lifting with a forklift or crane. All pipe or fittings shall be examined before laying, and no piece shall be installed which is found to be defective.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Polyvinyl Chloride (PVC) Pipe:
 - 1. Standards: AWWA C900 and C905/ASTM D1784/ASTM D3034/ASTM D2241
 - 2. Compounds: Class 12454-A or Class 12454-B
 - 3. Dimension Ratio/Thickness:
 - a. Pressure Systems: Force Main – DR 18
 - 4. Joints:
 - a. Push-on integral bell (nominal diameter 4 inches or larger)
 - 1) Standards: ASTM D3139 and F477/UNI-B-1
 - 2) Gaskets: Flexible elastomeric ring type
 - b. Solvent weld (nominal diameter less than 4 inches)
 - 1) Standards: ASTM D2466/D2564
 - 2) Type: Slip Fitting Socket (tapered)
 - 3) Exclusions: Plastic saddle and flange joints will not be used.
 - c. Pipe Length:
 - 1) Pressure systems: 20 feet maximum nominal length
 - 2) Gravity systems: 13 feet nominal length
- B. Fittings – Pressure Systems (nominal diameter 4 inches or larger)
 - 1. Materials: Ductile or grey cast iron, AWWA C110

2. Joints: Mechanical Joint, minimum 250 psi pressure rating
3. Gaskets: SBR (Styrene Butadine Rubber)
4. Compact Fittings: AWWA C153 (4 – 24 inch diameter only)
5. Exclusions: Standard double bell couplings will no be accepted where the pipe will slip completely through the coupling.

C. Fittings – Pressure Systems (nominal diameter less than 4 inches)

1. Material: Polyvinyl Chloride (PVC)
2. Joints: Slip fitting tapered socket with solvent weld
3. Solvent: Sure Guard 12 or equal
4. Exclusions: Plastic saddle and flange joint fittings will not be used.

2.02 LOCATION MARKINGS AND IDENTIFICATION

A. Location Detection Wire:

1. Materials: Continuous, insulated 10-gauge copper wire
2. Installation: Directly above (1" maximum) centerline of PVC pipe terminating at top of each valve box and be capable of extending 12 inches above top of box in a manner so as not to interfere with valve operation.

B. Identification Markings:

1. Pipe furnished in solid color or white with color lettering as indicated below. For pipes over 12 inch diameter, the pipes shall be solid color.
 - a. Lettering along top 90° of pipe, minimum ¾ inch in height with appropriate wording appearing one or more times every 21 inches along the entire length of the pipeline.
 - b. Color: Force Main – Green

PART 3 – EXECUTION

3.01 INSTALLATION

A. Standards: AWWA C900 and C905/UNI-B-3 and 4

B. Underground Polyvinyl Chloride (PVC) Pipe and Fittings:

1. Bedding: Firm, dry and even bearing of suitable material. Blocking under the pipe will not be permitted.
2. Placement/Alignment: In accordance with lines and grades shown on Drawings. For pressure systems, deflection of joints shall not exceed 75 percent of maximum limits recommended by the manufacturer and as set forth in applicable AWWA standards.
3. Cutting: When required, cutting shall be done leaving a smooth cut at right angles to the axis of the pipe. Cut ends of the pipe to be used with a push-on bell shall be beveled.
4. Joints:
 - a. Placement:

1. Push-on Joints: Pipe shall be laid with the bell ends facing upstream. The gasket shall be inserted, and the joint surfaces cleaned and lubricated prior to placement of the pipe. After joining the pipe, a metal feeler shall be used to verify the gasket is correctly located.
 2. Mechanical Joints: Pipe and fittings shall be installed in accordance with the "Notes on Method of Installation" under ANSI A21.11/AWWA C111. The gasket shall be inserted and the joint surfaces cleaned and lubricated with soapy water before tightening the bolts to the specified torque.
- C. Thrust Restraint: Thrust restraint for PVC pipes shall be by mechanical restraining devices for PVC as manufactured by JCM 610 Suregrip, Romac Grip ring (611, 612, 613) EBAA (2000 series, 1500 series, and 2800 series) or equal.

3.02 CLEANING

- A. General: At the conclusion of the work, the Contractor shall thoroughly clean the new pipe lines by flushing with water or other means to remove all dirt, stones or other material which may have entered the line during the construction period.
- B. Correction of Non-Conforming Work: Non-conforming work shall be defined as failure to adhere to any specific or implied directive of this Project Manual and/or the drawings, including but not limited to pipe not laid straight, not true to the lines and grades as shown on the drawings, damaged or unacceptable materials, misalignment or diameter ring deflection in pipe due to bedding or backfilling, visible or detectable leakage and failure to pass any specified test or inspection. All non-conforming work shall be repaired or replaced by the Contractor at no additional expense to the Owner.

3.03 FIELD TESTING

- A. General: At least ten (10) days prior to beginning testing, the Contractor shall submit a testing plan to the Engineer for review.
- B. Pressure Piping:
1. General: The Contractor shall perform hydrostatic pressure and leakage tests on all pressure piping.
 2. Standard: AWWA C600, Section 4, with the exceptions required herein and the exception the Contractor shall furnish all gauges, meters, pressure pumps and other equipment needed to test the lines.
 3. Hydrostatic Pressure Test:
 - a. Test Pressure: 50 percent above the normal working pressure, but not less than 150 psi, unless otherwise noted on the Drawings.
 - b. Test Duration: 24 hours
 - c. Air Release: Corporation cocks at least $\frac{3}{4}$ inch in diameter, pipe riser, and angle globe valves shall be provided at each dead-end to bleed air from the line.
 4. Hydrostatic Leakage Test:
 - a. General: Following the pressure test, the Contractor shall perform the leakage test. The line shall be filled with water and all air removed for the test. The Contractor shall provide a pump to maintain the test pressure for the entire test period.

- b. Test Pressure: Maximum operating pressure as determined by the Engineer but not less than 150 psi unless otherwise noted.
- c. Test Duration: 2 hours.
- d. Allowable Leakage:
 - 1. For 18 foot pipe lengths: $L = \frac{SD(P)^{0.5}}{133,200}$
 - 2. For 20 foot pipe lengths: $L = \frac{SD(P)^{0.5}}{148.000}$

L = allowable leakage
(gallons/hour)

S = length of pipe (feet)

D = diameter of pipe
(inches)

P = specified test pressure
(psig)
- e. Visible Leakage: All leaks evident at the surface shall be repaired and leakage eliminated regardless of the measure total leakage.
- f. Leakage Measurement: The amount of water required to maintain the test pressure is the leakage.
- g. Leakage Repair: Repairs to leaks shall be completed in strict accordance with the pipe manufacturer's written recommendations.

END OF SECTION

SECTION 15071

HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND FITTINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Furnish all labor, materials, equipment, and incidentals required and install and test all high-density polyethylene (HDPE) piping, fittings and appurtenances as shown on the Drawings and specified herein. This section includes materials and testing of PE 4710 high density, very high molecular weight polyethylene pipe and fittings of sizes up to 24 inches for use in so-called "trenchless" installation and selected services and having a hydrostatic design basis of 1,600 psi at an operating temperature of 74°F. Pipe diameter basis is cast iron equivalent outside diameter (OD) with standard dimension ratio (SDR) and pressure class as specified herein.

B. General Design:

1. The equipment and materials specified herein is intended to be standard types of high density polyethylene (HDPE) pipe and fittings for use in transporting sewage, sludges, reclaimed and potable water.

- C. The location of all pipes shall conform to the Contract Drawings. In some cases, however, a certain amount of flexibility in pipe position will be allowed where new pipes connect to existing piping or when avoiding potential conflicts.

1.02 QUALITY ASSURANCE

A. Qualifications:

1. All the high-density polyethylene (HDPE) pipe and fittings shall be furnished by manufacturers who are fully experienced, reputable, and qualified in the manufacturer of the materials to be furnished. The pipe shall be extended from pre-compounded resin. In-plant blending of resin is unacceptable. The pipe and fittings shall be design, constructed, installed in accordance with the best practices and methods and shall comply with these specifications as applicable.

B. Standards:

1. AWWA C901 (pipe ½ inch – 3 inches)
2. AWWA C906 (pipe 4 inches and larger)
3. NSF Standard 14
4. NSF Standard 61

C. Factory Test:

1. The manufacturer shall perform the factory tests described in Section 4 – AWWA C906.

D. Quality Control:

1. The manufacturer shall establish the necessary quality control and inspection practice to ensure compliance with the referenced standards.

2. In addition to the manufacturer's quality control procedures, the Owner may select an independent testing laboratory to inspect the material at the foundry for compliance with these specifications. The cost of foundry inspection requested by the Owner will be paid for by the Owner.

1.03 SUBMITTALS

A. Materials and Shop Drawings:

1. Submit shop drawings to the Engineer in accordance with the conditions of the Contract and Section 01340. Submit manufacturer's recommended methods for butt-fusing joints and connections between dissimilar materials.

B. Operating Instructions:

1. Submit Operation and Maintenance Manuals in accordance with Section 01730.

C. Manufacturer's Certification:

1. The polyethylene pipe manufacturer shall provide certification that stress regression testing has been performed on the specific product. Certification shall include a stress life curve per ASTM 2837.
2. Provide certification that the material is listed by the Plastic Pipe Institute in PPI TR-4 with 73° F. Hydrostatic design stress rating of 800 psi. The PPI listing shall be in the name of the pipe manufacturer and shall be based on ASTM D3350 and PPI TR-3 testing and validation of samples of the pipe manufacturer's production pipe.
3. The manufacturer's certification shall state the pipe was manufactured from one specific resin in compliance with these specifications. The certificate shall state the specific resin used, its source, and list its compliance to these specifications.
4. Submit certified lab data to verify specified physical properties. Certify tests are representative of pipe supplied for this project.
5. Submit affidavit of compliance with referenced standards (e.g., AWWA C901, C906, etc.).
6. Submit qualification certificates for operators of the heat fusion equipment.
7. Submit schedule for placement of and removal of test bulkheads.
8. Submit certification that materials intended to contact portable water are listed under NSF 61.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Storage: Delivery and storage of the materials shall be in accordance with the manufacturer's recommendations.
- B. Inspection: All materials furnished are subject to inspection by the Owner.
- C. Handling: Care shall be taken in loading, transporting, and unloading to prevent damage to the pipe or fittings and their respective coatings. Pipe or fittings shall not be rolled off the carrier or dropped. Unloading shall be done by lifting with a forklift or crane. All pipe or fittings shall be examined before laying, and no piece shall be installed which is found to be defective.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. High density polyethylene (HDPE) pipe:

1. Standards: ASTM D3350/AWWA C901 & C906
2. Dimension Ratio: Pipe shall have a nominal iron pipe size (IPS) OD with minimum standard dimension ratio of SDR 11.
3. Pressure Class Rating: Pipe shall have a minimum Pressure class 160 for water mains and 100 for force mains with hydrostatic design basis (HDB) of 1,600 psi, as determined in accordance with ASTM D2837.
4. Pipe Materials: Materials used for the manufacture of polyethylene pipe and fitting shall be very high molecular weight, high density ethylene/hexene copolymer PE 4710 polyethylene resin.

B. Fittings:

1. Materials: Fittings shall be made from material meeting the same requirements as the pipe. Fittings shall be fabricated by the manufacturer of the pipe.
2. Fittings shall meet the appropriate AWWA Standard for the size involved (C901 or C906).
3. Molded fittings shall be manufactured in accordance with ASTM C3261 and shall be so marked.
4. Mechanical fittings, when used, shall be specifically designed for, or tested, and found to be acceptable for use with HDPE pipe.
5. Fittings used to connect with dissimilar pipe materials shall be provided as per the manufacturer.

C. Joints:

1. Sections of polyethylene pipe shall be fused into continuous length on the job site above ground. The joining method shall be the butt-fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. The butt-fusion equipment used in the joining procedures shall be capable of meeting all conditions recommended by the pipe manufacturer.
2. Butt-fusion foiling shall result in joint weld strength equal to or greater than the tensile strength of the pipe. Socked fusion shall not be used. Flanges, unions, grooved couplers, transition fittings, and some mechanical couplers may be used to connect HDPE pipe mechanically without butt fusion only where shown in the drawings.

D. Nipples and Flanged Stub Ends:

1. Short nipples and stub end shall be the same material as the HDPE.

2.02 LOCATION WIRE AND IDENTIFICATION MARKINGS

A. Location Detection Wire:

1. Materials: Continuous, insulated 10-gauge copper wire
2. Installation: Directly above (1" maximum) centerline of PVC pipe terminating at top of each valve box and be capable of extending 12 inches above top of box in a manner so as not to interfere with valve operation.

B. Identification Markings:

1. Pipe furnished in solid color or black/grey with color stripe or color lettering as indicated below.
 - a. Stripe shall be continuous along the top 90° of pipe, minimum 2 inch in width. Lettering along top 90° of pipe, minimum ¾ in height with appropriate working appearing one or more times every 21 inches along the entire length of the pipeline.

- 1) Raw Wastewater: Green
- 2) Treated Wastewater: Black
- 3) Reclaimed Water: Purple
- 4) Raw Water or Stormwater: Black
- 5) Potable Water: Blue

PART 3 – EXECUTION

3.01 QUALIFICATION OF FUSION OPERATORS

- A. Each operator performing fusion joining shall be qualified in the use of the manufacturer's recommended fusion procedure(s) by the following:
1. Appropriate training or experience in the use of the fusion equipment and procedure.
 2. Making a sample joint according to the procedure that passes the following inspections and tests:
 - a. The joint shall be visually examined during and after joining and found to have the same appearance as a photograph or sample of an acceptable joint that was joined in accordance with the manufacturer's procedure.
 - b. The joint shall be tested or examined by one of the following methods:
 - 1) Pressure and tensile as described in 49 CFR 192.283.
 - 2) Ultrasonic inspection and found to be free of flaws that would cause failure.
 - 3) Cut into at least three longitudinal straps, each of which is:
 - a) Visually examined and found to be free of voids or unbonded areas on the cut surface of the joint.
 - b) Deformed bending, torque, or impact and if failure occurs, it must not initiate in the joint area.
 - c. Each operator shall be requalified under the procedure, if, during any 12-month period, he:
 - 1) Does not make any joints under the procedure
 - 2) Has three joints or three percent of the joints he has made, whichever is greater, that are found unacceptable by testing under 49 CFR 192.5 13

3.02 DELIVERY AND TEMPORARY STORAGE OF PIPE AT SITE

- A. Transport individual pipe lengths to the job site on padded bonds with nylon tie down straps or padded bonding to protect the pipe. Coiled HDPE pipe shall be stored in a manner to ensure safety. Protect the pipe from sharp objects. Anchor pipe securely to prevent slippage.
- B. Store individual pipe lengths on earth beams or timber cradles in the numerical order of installation. Stack the heaviest series of pipe at the bottom. Do not stack pipe in excess of 20 rows high.
- C. Protect the pipe from stones and sharp objects.
- D. Store fitting in their original cartons.

3.03 HANDLING OF PIPES

- A. Lift pipes with handling beams or wide belt slings near the middle of joints as recommended by the pipe manufacturer. Do not use cable slings, chains, or hooks.
- B. Before installation, check pipe and fittings for cuts, scratched, gouges, buckling, kinking, or splitting. Remove any pipe section containing defects by cutting out the damaged section in a complete cylinder.

3.04 SANITATION OF PIPE INTERIOR

- A. During fusion operations and laying operations, do not place tools, clothing, or other materials in the pipe.
- B. When pipe laying is not in progress, including the noon hour, close the ends of the pipe by a vermin proof plug.

3.05 HEAT FUSION

- A. Use fusion equipment specially designed for heat fusion of HDPE such as offered by McElroy Manufacturing, Inc. Tulsa, Oklahoma or approved equal. The equipment utilized shall be regulated for the different melt strength materials. Compatibility fusion techniques shall be used when polyethylene of different melt indexes are fused together.
- B. Use the following procedure to butt-fuse HDPE pipe. If an operation contradicts Manufacturer's directions, follow the manufacturer's recommendation:
 - 1. Maintain the proper temperature of the heater plate as recommended by the pipe manufacturer. Check it with tempilstik or pyrometer for correct surface temperature.
 - 2. Clean pipe ends inside and outside with a clean cotton cloth to remove dirt, water, grease, and other foreign materials.
 - 3. Square (face) the pipe ends using facing tools of the fusion machine. Remove all burns, chips and fillings before joining pipe or fittings.
 - 4. Check line-up of pipe ends in fusion machine to see that pipe ends meet squarely and completely over the entire surface to be fused. Make sure the clamps are tight so the pipe does not slip during fusion process.
 - 5. Insert clean heater plate between aligned ends and bring ends firmly in contact with plate but do not apply pressure while achieving melt pattern. Allow pipe ends to heat and soften.
 - 6. Carefully move the pipe ends away from the heater plate and remove the plate (if the softened materials stick to the heater plate, discontinue the joint, clean heater plate, resquare pipe ends, and start over).
 - 7. Bring melted ends together rapidly. Do not slam. Apply enough pressure to form a double roll-back bead to the body of the pipe around the entire circumference of the pipe about 1/8 inch to 3/16 inch wide. Pressure is necessary to cause the heated material to flow together.
 - 8. Allow the joint to cool and solidify properly. Remove the pipe from the clamps and inspect the joint appearance.

3.06 SIDEWALL FUSION

- A. Side fusion procedure for HDPE shall be accomplished in the field using 2 inch through 12 inch McElroy (or approved equal) fusion units and proper heater plate adapters. When branch outlets are larger than 12 inches in outside diameter, sidewall fusion shall be accomplished in a fitting fabrication shop.

B. Use the following procedure to side fuse the HDPE pipe. If an operation contradicts manufacturer's directions, follow manufacture's recommendation. Clean the pipe with a cotton cloth.

1. Prepare surface of the pipe (main) by roughing with 60 grit or coarser utility cloth.
2. Prepare the base of the branch by roughing with 60 grit or coarser utility cloth.
3. Align branch on the main and tighten clamp.
4. Check branch for square alignment on main.
5. Retract moveable clamp, roll in, and center heater plat with adapter between base branch and main.
6. For all sizes, apply a strong, firm, continuous pressure until complete melt bead can be seen on main. Release pressure to light pressure. Continue heat soak cycle on branch and main. Watch base of branch for:

<u>Main Sizes (inches)</u>	<u>Heat Soak Cycle Fitting Base Bead</u>
2	1/8 inch Melt Bead
3 and larger	1/8 to 3/16 inch Melt Bead

7. Retract movable clamp and cleanly remove heater plate.
8. Bring melted surfaces together rapidly. Do not slam. Apply continuous progressive pressure until proper fusion bead is formed. Maintain pressure until joint has cooled

3.07 OPERATIONS INCIDENTAL TO JOINT COMPLETION

- A. Install identification wire where detailed in the Drawings.
- B. Plan joint completion to accommodate temporary test bulkheads for hydrostatic testing on the day of installation.

3.08 CONNECTIONS

- A. Mechanical joining to other piping materials (fittings, valves, tanks, pumps, etc.) shall be accomplished as follows:
 1. Ductile Iron to HDPE Connections:
 - a. Connections between ductile iron pipe or fittings and PVC pipe or fitting shall use flange to flange or ductile iron mechanical joint glands conforming to AWWA C111and AWWA C153. Gaskets, bolts, and hexagonal nuts shall be standard rubber gaskets confirming to AWWA C111. Follower gland shall match class 350 compact fittings.
 - b. An HDD flange adaptor with backing rings or HDPE mechanical joint adaptor shall be provided for the specific connection.
 - c. HDPE pipe stiffeners shall be constructed of stainless steel and shall be flanged on one end to prevent over-insertion into the receiving pipe.
 - d. Install mechanic joints in accordance with AWWA C600 and manufacturer's recommendations.
 - e. When connection is being made to HDPE pipe or fitting, insert pipe stiffener into connection end of HDPE pipe until flared end seats against cut face.

- f. All connections to same or different materials shall be restrained. Mechanical joint restraints shall be wedge type megalug or similar.

2. PVC to HDPE Connections:

- a. The joining end of the HDPE pipe shall have a butt-fused flange piece attached in accordance with manufacture's recommendations.
 - b. Connection to PVC shall use a fully restrained ductile iron mechanical joint confirming to the requirements of AWWA C111 to C153.
 - c. Butt-fuse flange piece to connection end of HDPE pipe in accordance with manufacturer's recommendation.
 - d. Install fully restrained mechanical joint on PVC connection end in accordance with AWWA C600 and manufacturer's recommendation.
- B. Flange adapters shall be pressure rated the same as the pipe. Flange adapters shall be heat fused to the pipe as outlined in the heat fusion section.
- C. Gaskets shall be used between the polyethylene flange adapters when recommended by the HDPE pipe manufacturer. Sufficient torque shall be applied evenly to the bolts to prevent leaks. After initial installation and tightening of flanged connections, allow the connections to set for a few hours. Then conduct a final tightening of the bolts.
- D. Lubricate nuts and bolts with oil or graphite prior to installation. Check operation of valves connected to molded stub end flange adapters. Insert polyethylene spacer if recommended by pipe manufacturer for clearance.

3.09 CLEANING AND FIELD TESTING

A. General:

- 1. At the conclusion of the Work, the Contractor shall provide all associated cleaning and field testing as specified in associated section of these specifications.

B. Pressure Testing:

- 1. Pressure testing of polyethylene piping shall be in accordance with the following standards:
 - a. AWWA Manual M55 and the Plastic Pipe Institute, Handbook of Polyethylene Pipe.

END OF SECTION

SECTION 15100

VALVES AND APPURTENANCES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Furnish, install, support, and test valves, gates, hydrants, strainers, stops, and faucets, (hereinafter referred to as "valves") in the location(s) and of the size(s) and quantities shown on the Drawings. The requirements of this specification apply to all valves specified.
- B. General Design:
1. All the equipment and materials specified herein are intended to be standard for use in controlling the flow of sewage, water, sludge, chemicals, air, etc., depending on the applications.
 2. All valves and appurtenances shall have the name of the manufacturer and the working pressure for which they are designed cast in raised letters upon some appropriate part of the body.
 3. For all buried valves in which the operating nut is deeper than four (4) feet from the finish ground surface, an extension rod with 2 inch operating nut and upper guide shall be installed permanently in the riser section.
 4. All exposed valves shall have "open/closed" position indicators. The position indicators shall be conveniently located for easy visibility. Valves shall open counter clockwise.
 5. All valves installed such that actuators are more than six feet above the floor shall have chain wheel operated geared actuators with stainless steel chains. Gear actuators shall be bevel or spur gear as recommended by the manufacturer.
 6. All exposed valves 6 inches and larger shall be handwheel operated.
 7. Valve packing shall be replaceable without removing the valve from service.

1.02 QUALITY ASSURANCE

- A. Qualifications:
1. All equipment furnished under this Specification shall be new and unused and shall be a standard product which has a successful record of reliable service in similar installations for a minimum of five (5) years.
 2. All valves of same type and duty shall be furnished by a single manufacturer.
- B. Standards:
1. ANSI
 2. AISI
 3. AWWA
 4. SSPC
- C. Warranty: Provide manufacturer's warranty in accordance with the General Conditions and Division 1.
- D. Equipment Manufacturers:
1. Equipment manufacturers are named in each individual valve specification.
 2. The naming or reference to a specific manufacturer does not indicate the manufacturer's standard equipment is acceptable in lieu of the specified component features. This reference is only an indication the named manufacturers may have the capability of supplying the specified equipment.

1.03 SUBMITTALS

- A. Materials and Shop Drawings: Copies of all materials required to establish compliance with the Specification shall be submitted in accordance with the provisions of the General Conditions and Division 1. Submittals shall include at least the following:
1. Certified shop drawings showing all important details of construction, dimensions (including laying length), and weight.
 2. Descriptive literature, bulletins, and/or catalogs showing all valve parts, and describing material of construction by material and specification, e.g., AISI.
 3. Schedule of valves, referencing each valve type, end connections and actuators to the proposed location/application on the Drawings.
 4. Valve coatings and linings, if any.
 5. Valve Tag Identification Schedule (see PART 2)
 6. See individual sections for additional requirements.
- B. Operation and Maintenance Manuals: For all valves furnished under this Section, the Contractor shall submit operation and maintenance manuals in accordance with Division 1, to include the following:
1. Equipment function
 2. Description
 3. Normal and limiting operating characteristics
 4. Installation instructions (assembly, alignment, and adjustment procedures).
 5. Operation instructions (normal start-up and shut-down procedures, normal operating conditions, and emergency situations.
 6. Lubrication and maintenance instructions
 7. Troubleshooting guide
 8. Parts list and predicted life of parts subject to wear.
 9. Drawings – cross-sectional view, assembly diagrams

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Delivery of Materials and Equipment:
1. All parts shall be properly protected so that no damage or deterioration will occur during a prolonged delay from the time of shipment until installation is completed.
 2. Factory assembled parts and components shall not be dismantled for shipment unless permission is received in writing from the Engineer.
 3. Finished surfaces of all exposed openings shall be protected by wooden blanks; strongly built and securely bolted thereto.
 4. Finished iron or steel surfaces not painted shall be properly protected to prevent rust and corrosion.

5. After hydrostatic or other tests, all entrapped water shall be drained prior to shipment, and proper care shall be taken to protect parts from the entrance of water during shipment, storage, and handling.
6. Each box or package shall be properly marked to show its net weight in addition to its contents.

B. Storage of Materials and Equipment:

1. Store valves and accessories in an area on the construction site protected from weather, moisture, or possible damage.
2. Do not store valves and accessories directly on the ground or in the open.

C. Handling of Materials and Equipment:

1. Handle valves and accessories to prevent damage of any nature.
2. Carefully inspect all materials for:
 - a. Defects in workmanship and materials.
 - b. Removal of debris and foreign material in valve openings and seats.
 - c. Proper functioning of all operating mechanisms
 - d. Tightness of all nuts and bolts

1.05 SPECIAL TOOLS AND SPARE PARTS

A. Special Tools:

1. All special tools required for normal operation and maintenance shall be provided in accordance with Division 1.
2. One (1) each tee handle operator shall be provided for every three (3) buried valves.

PART 2 – PRODUCTS

2.01 GENERAL

- A. Materials shall be as indicated in specific sections, or on the Drawings, and compatible with intended use.
- B. Valves shall have the name of the manufacturer and the size of the valve cast or molded onto the valve body or bonnet or shown on a permanently attached stainless steel plate.
- C. Bolts, washers, nuts, and gaskets for flanged valves shall be as described in the specific piping sections.
- D. Coat metal valves located above ground or in vaults and structures the same as the adjacent piping. Apply the specified prime coat at the place of manufacture. Apply finish coat in field. Finish coat shall match the color of the adjacent piping.

2.02 VALVE IDENTIFICATION

- A. On all valves except shut-off valves located at a fixture or piece of equipment, the Contractor shall provide a coded and numbered tag attached with brass chain and/or brass "S" hooks.
 1. Tag types:

- a. Tags for valves on pipe and tube lines conducting hot medium (steam, condensate, hot water, air, etc.) shall be brass or anodized aluminum.
 - b. Tags for all other valves shall be color plastic.
 - c. Colors for aluminum and plastic tags shall, where possible, match the color code of the pipe line on which installed.
 - d. Square tags shall be used to indicate normally closed valves and round tags shall indicate normally open valves.
- 2. Coding: In addition to the color coding, each tag shall be stamped or engraved with wording or abbreviations to indicate the line service. All color and letter coding shall be approved by the Engineer.
 - 3. Manufacture: Tags shall be as manufactured by Seton Name Plate Corporation, Floy Tag & Manufacturing Co. or approved equal
 - 4. Valve Schedule: The Contractor shall provide a typed list of all tagged valves giving tag color, shape, letter code and number, the valve size, type, use and general location within building.

2.03 VALVE BOXES

- A. Valve boxes shall be provided for all buried valves. Valve boxes shall be one complete assembled unit composed of the valve box and extension stem. All moving parts of the extension stem shall be enclosed in a housing to prevent contact with the soil. Valve box assembly shall be adjustable to accommodate variable trench depths.
- B. The entire assembly shall be made of minimum ¼ inch heavy wall high density polyethylene. All components shall be joined with a permanent locking design. The valve box top section shall be adaptable to fit inside a standard valve box upper section.
 - 1. The stem assembly shall be of a telescoping design that allows for variable adjustment length. The material shall be galvanized steel square tubing. The stem assembly shall have a built-in device that keeps the stem assembly from disengaging at its fully extended length. The extension stem must be torque tested to 1,000-foot pounds. Valve box shall be American Flow Control's Trench Adapter or equal.
- C. Valve Boxes shall be equipped with a concrete valve pad with bronze valve marker as detailed on the Plans.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Install valves and accessories in strict accordance with manufacturer's instructions and recommendations, as shown on the Drawings and/or as directed by the Engineer.
- B. Carefully erect all valves and support them in their respective positions free from distortion and strain.
- C. Bolt holes of flanged valves shall straddle the horizontal and vertical centerlines of the pipe run to which the valves are attached. Clean flanges by wire brushing before installing flanged valves. Clean flange bolts and nuts by wire brushing, lubricate threads with oil and graphite, and tighten nuts uniformly and progressively. Clean threaded joints by wire brushing or swabbing. Apply Teflon joint compound or Teflon tape to pipe threads before installing threaded valves. Joints shall be watertight.
- D. Support all valves connected to pumps and equipment, and in piping systems that cannot support valves.

- E. Repair any scratches, marks, and other types of surface damages, etc., with original prime coating as supply by the factory.

3.02 INSPECTION AND TESTING

- A. Check and adjust all valves and accessories for smooth operation.
- B. Test valves for leakage while the connecting pipelines are tested. Protect or isolate any parts of valves, operators, or control and instrumentation systems whose pressure rating is less than the pressure tests.
- C. If flanges leak under pressure testing, loosen or remove the nuts and bolts, reseal or replace the gasket, reinstall or retighten the bolts and nuts, and retest the joints.

END OF SECTION

SECTION 15116

VALVE BOXES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Furnish and install valve boxes of type and size and in the location shown on the Drawings and as specified herein.

1.02 QUALITY ASSURANCE

- A. Qualifications: See Section 15100
- B. Standards: All curb boxes shall be the product of one manufacturer.
- C. Warranty: See Section 15100
- D. Equipment Manufacturers:
 - 1. Tyler 461S (18 – 24 inch) Tyler 562S (25 – 36 inch)
 - 2. Or equal

PART 2 – PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. All buried valves shall have cast iron, two (2) piece valve boxes. Valve boxes shall be provided with suitable heavy bonnets and to extend to such elevation at or slightly above the finished grade surface as directed by the Engineer.
- B. The barrel shall be screw type, having 5-1/4 inch diameter shaft. The lower section shall have a flange at the bottom having sufficient bearing area to prevent settling and shall be complete with cast iron covers.
- C. Covers shall have "WATER" cast into the top for all water mains and "SEWER" cast into the top of all wastewater force mains and "REUSE" cast into the top of all reclaimed water mains.
- D. All valves shall have actuating nuts extended to top of valve boxes. Valve boxes shall be provided with concrete base and valve nameplate as detailed on the Drawings

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Install as shown on the Drawings and/or as directed by the Engineer.
- B. When installation is complete, no pressure shall be exerted by the valve box on either the valve or the pipe.

END OF SECTION

SECTION 15117

PLUG VALVES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Furnish and install plug valves of the type(s) and size(s) and in the location(s) shown on the Drawings and as specified herein. All valves shown on the Drawings shall be plug valves unless specifically called otherwise on the Drawings.
- B. General Design:
 - 1. Comply with the requirements of Section 15100.
 - 2. All valves shall be 100% full port eccentric plug valves.

1.02 QUALITY ASSURANCE

- A. Qualifications: See Section 15100
- B. Standards:
 - 1. See Section 15100.
 - 2. Plug valves shall be tested in accordance with AWWA C517. Leakage test shall be applied to the face of the plug (i.e., unseating pressure).
- C. Warranty: See Section 15100
- D. Equipment Manufacturers:
 - 1. All plug valves of same type shall be by one manufacturer.
 - 2. Plug valves shall be manufactured by Henry-Pratt, Val-Matic, Dezurik or equal.

1.03 SUBMITTALS

- A. General: Submittals shall be in accordance with Section 15100.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. General: Product delivery, storage and handling shall be in accordance with Section 15100

1.05 SPECIAL TOOLS AND SPARE PARTS

- A. General: Provide special tools in accordance with Section 15100.

PART 2 – PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. All body, bonnet and flange thickness shall be designed and rated in accordance with AWWA C517, and/or ANSI B16.1, Class 125, as per the service. Mechanical joint ends shall be to the AWWA Standard C111-72. Screwed ends shall be to the NPT standard.
- B. All exposed nuts, bolts, springs and washer shall be 304 stainless steel, unless otherwise noted.

- C. Valves shall be furnished with permanently lubricated 316 stainless steel or oil-impregnated bronze upper and lower plug stem bushings. These bearings shall comply with AWWA Standard C517.
- D. Seats in 4-inch and larger valves shall have a welded-in overlay of a high nickel content on all surfaces contacting the plug face which comply with AWWA Standard C517.
- E. Valve shaft seals shall comply with AWWA Standard C517.
- F. Valve bodies shall be of ASTM A126 Class B, in compliance with AWWA Standard C517. Port areas for valves 6 inches and smaller shall be 100 percent of full pipe area. Valves 8 inches through 30 inches shall have a minimum port area of 80 percent of full pipe area. Resilient plug facings shall be of Hycar or Neoprene.
- G. Two-Way Valves:
 - 1. Non-lubricated, eccentric type, cast iron body with end type as shown on the Drawings.
 - 2. Packing shall be BUNA (VEE) with a maximum temperature of 350 degrees F.
 - 3. Bearings shall be stainless steel or bronze as required.
 - 4. Suitable for a particular service in piping in which installed.
- H. Three-Way and Four-Way Valves:
 - 1. Equal to that specified for two-way valves.
 - 2. Port location, style, and arrangement as shown on the Drawings and as required.
- I. Actuators (type as shown on the Drawings and specified herein):
 - 1. Lever and Tee Handle Actuators: Size and length as required with a 2-inch square socket end for use on 2-inch square actuating nut. Attached handle to valve with a 4-foot length of chain.
 - 2. Handwheel Actuators:
 - a. Totally enclosed gear type.
 - b. Sized for the operating conditions encountered.
 - c. Use on all valves 6 inches in size and larger, and on smaller valves when valve location does not allow level actuator.
 - 3. Chain Wheel Actuators:
 - a. Totally enclosed gear type.
 - b. Chain shall extend to 3 feet above floor unless otherwise shown.
 - c. Supplied with chain guides and chain wheel, chain guides shall be galvanized.
 - d. Use for all valves that are located with centerline 5 feet or more above floor.

2.02 ACCESSORIES

- A. Manual valves shall have lever actuators or gear actuators with tee wrenches, extension stems, floorstands, etc. as indicated on the plans. All valves 6 inches and larger shall be equipped with gear actuators. All gearing shall be enclosed in a semi-steel housing and be suitable for running in a lubricant with seals provided on all shafts to prevent entry of dirt and water into the actuator. All actuator shafts shall be supported on permanently lubricated bronze bearings. Actuators shall clearly indicate valve

position and an adjustable stop shall be provided to set closing torque. All exposed nuts, bolts, and washers shall be stainless steel. Valve packing adjustment shall be accessible without disassembly of the actuator.

- B. Valves and gear actuators for buried or submerged service shall have seals on all shafts and gaskets on the valve and actuator covers to prevent entry of water. Actuator mounting brackets for buried or submerged service shall be totally enclosed and shall have gasket seals. All exposed nuts, bolts, springs, and washers shall be stainless steel.
- C. All buried plug valves shall have a remote position indicator in the valve box showing position of the valve. A centering and identification plate shall be provided showing open and close position and number of turns to open for each valve. The position indicator shall be stainless steel or other material protected from corrosion.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Orientation: Install valves in such a manner the plug rotates to top of the valve when opened.
- B. Valves shall be installed in accordance with the manufacturer's instructions.

END OF SECTION

SECTION 15122

AIR RELEASE AND VACUUM RELEASE VALVES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: This section includes materials and installation of various types of air and vacuum valves and air release valves for water service.
- B. General Design:
 - 1. Valves shall have a working pressure rating of 150 psi, minimum.
 - 2. Combination air/vacuum valves shall vent large quantities of air when the pipeline is filling, release small quantities of air when the pipeline is pressurized and allow reentry of air into the pipeline when pumps stop to prevent vacuum. Air release valves shall vent small quantities of air while the pipeline is pressurized.

1.02 QUALITY ASSURANCE

- A. Qualifications: All air and vacuum release valves, for the same service, shall be manufactured by one manufacturer and shall be in accordance with Section 15100.
- B. Warranty: See Section 15100
 - 1. Equipment Manufacturers (see also PART 2 of this section): APCO Valve & Primer Corporation, or Val-Matic only.

1.03 SUBMITTALS

- A. General: Submittals must be in accordance with Section 15100

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. General: Product delivery, storage, and handling shall be in accordance with Section 15100.

1.05 SPECIAL TOOLS AND SPARE PARTS

- A. General: Provide special tools in accordance with Section 15100.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Sewage Service (Force Main):
 - 1. Combination Air Valves (SCAV):
 - a. Design: Single body, double orifice to allow large volumes of air to escape or enter pipe.
 - b. Materials:
 - 1) Body and Cover: ASTM 126 GRB Cast Iron
 - 2) Float and Stem: ASTM A-240 Stainless Steel
 - 3) Needle and Seat: Buna-N Nitrile Rubber

- 4) Plug: ASTM B-124 Bronze
- 5) Leverage frame: Delrin or Cast Iron ASTM D-1233
- c. Isolation Valve: Cast iron plug valve or resilient seated gate valve
- d. Accessories: Blow-off valve and backflushing capabilities
- e. Manufacturer: APCO Series 440 SCAV, Val-Matic Series 800 or equal, appropriately sized for intended service or as indicated on the Drawings.

2. Air Release Valve (SARV):

- a. Design: Automatically releases air, gas, or vapor under pressure through small venting orifice during system operation.
- b. Materials:
 - 1) Body and Cover: ASTM A-48 Cast Iron
 - 2) Float and Stem: ASTM A-240 Stainless Steel
 - 3) Needle and Seat: Buna-N Nitrile Rubber
 - 4) Plug: ASTM B-124 Bronze
 - 5) Leverage Frame: ASTM D-2133/ASTM A-48 Delrin/Cast Iron
- c. Isolation Valve: Resilient seated gate valve or stainless ball valves.
- d. Accessories: Blow-off valve and backflushing capabilities
- e. Manufacturer: APCO model 400, 450, Val-Matic 48A, 49A, or equal appropriately sized for intended service or as indicated on the Drawings.

B. Valve End Connections:

- 1. Valves smaller than 4 inches shall have threaded ends. Valves 4 inches and larger shall have flanged ends.
- 2. Flanges for Class 150 valves shall comply with ANSI B16.1, Class 125. Flanges for Class 300 valves shall comply with ANSI B16.1, Class 250.
- 3. Threaded ends shall comply with ANSI B2.1

C. Bolts and Nuts for Flanged Valves:

- 1. Bolts and nuts for flanges valves located indoors and in vaults and structures shall be carbon steel, ASTM A-307, Grade B.
- 2. Bolts and nuts for flanged valves located outdoors above ground shall be Type 316 stainless steel conforming to ASTM A-193, Grade B8M or bolts, and ASTM A-194, Grade 8M for nuts.

D. Gaskets: Gaskets for flanged end valves shall be as described in the detail piping specifications.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Install valve in accordance with the manufacturer's instructions and recommendations and as shown on the Drawings. Direct tapping may be utilized in lieu of service saddles with ductile iron for tapping sizes up to 1 inch tap size, provided the D.I.P wall thickness will affect three (3) full AWWA C800 Standard threads.
- B. Install all valves in the vertical position and allow sufficient clearance around valve for proper maintenance and removal.
- C. Clean flanges by wire brushing before installing flanged valves. Clean flange bolts and nuts by wire brushing, lubricate threads with oil and graphite, and tighten nuts uniformly and progressively. If flanges leak under pressure testing, loosen, and remove the nuts and bolts, reseal or replace the gasket, reinstall or retighten the bolts and nuts, and retest the joints. Joints shall be watertight.
- D. Clean threaded joints by wire brushing or swabbing. Apply Teflon joint compound or Teflon tape to pipe threads before installing threaded valves. Joints shall be watertight.
- E. Valve Pressure Testing: Test valve at the same time the connecting pipelines are pressure tested. Protect or isolate any part of valves, operators, or control and instrumentation systems whose pressure rating is less than the test pressure.

3.02 START-UP

- A. Check out all valves and demonstrate all valves for proper operation in accordance with Division 1.

END OF SECTION

APPENDIX A

**Andreyev Engineering, Inc.
Geotechnical Investigation
May 24, 2023**



Andreyev Engineering, Inc.

SANFORD OFFICE
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Sanford, Florida 32771
407-330-7763
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▼ Groundwater ▼ Environmental ▼ Geotechnical ▼ Construction Materials Testing

May 24, 2023
GPGT-23-022

To: HALFF Associates, Inc.
902 North Sinclair Avenue
Tavares, Florida 32778

Attention: Mr. Michael Scullion, P.E.

Subject: Geotechnical Investigation, Proposed Force Main Project – Phase 1 (South),
The City of Leesburg, U.S. Highway 27, Leesburg, Lake County, Florida

Dear Mr. Scullion:

As requested, Andreyev Engineering, Inc. (AEI) has completed a subsurface exploration for the above referenced project, involving the design of utility improvements. The results of the exploration together with the conclusions are included herein.

AEI appreciates the opportunity to participate in this project and we trust that the information herein is sufficient for your needs. If you have any questions or comments concerning the contents of this report, please do not hesitate to contact our office.

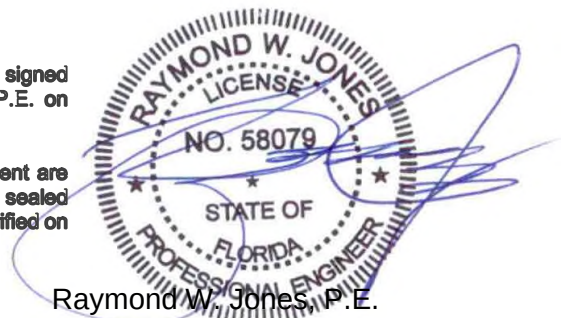
Sincerely,

ANDREYEV ENGINEERING, INC.

Mark Livingston
Project Manager

This item has been digitally signed
and sealed by Ray Jones, P.E. on
5/24/23.

Printed copies of this document are
not considered signed and sealed
and the signature must be verified on
any electronic copies.



Raymond W. Jones, P.E.
Vice President
Florida Registration No.58079

PROJECT DESCRIPTION

Based on information provided for our review, we understand that the proposed force main replacement project will utilize directional drilling methods at the U.S. Highway 27 and Monarch Boulevard intersection portion of the alignment and will conduct open trench methods throughout the remainder of the alignment. The purpose of this study was to obtain subsurface information to assess subsurface conditions to assist with design and construction planning of the proposed waterline and to provide recommendations for general site development and construction work.

SCOPE OF WORK

Our scope of work for this project included the following:

1. Reviewed available published information on the site, including the United States Department of Agriculture (USDA) Soil Conservation Service (SCS) soil survey data for Lake County and the United States Geological Survey (USGS) topographic maps. A USGS map is included on **Figure 1**. In addition, Natural Resources Conservation Service (NRCS) map for the subject site has been included on the attached **Figure 2**.
2. Conducted a subsurface exploration program consisting of soil borings, subsurface sampling and field testing. Our exploration program for this project consisted of conducting six auger borings (AB-1 thru AB-6) to depths of 10 to 20 feet below the ground surface.
3. Measured the stabilized groundwater levels at each boring location.
4. Reviewed and visually classified the recovered soils in the laboratory using the Unified Soil Classification System (USCS) and the American Association of State Highway and Transportation Officials (AASHTO) classification system.
5. Prepared a geotechnical report, which summarizes the course of our exploration, the field data generated, the subsurface conditions encountered, and our geotechnical engineering conclusions for the proposed project.

SITE EXPLORATION

Field Exploration Program

For our exploration, AEI conducted six (6) auger borings (AB-1 thru AB-6), conducted to depths of 10 to 20 feet below the existing ground surface elevation. Ground surface elevations of the boring locations were provided by HALFF Associates, Inc. The boring locations are indicated on the Boring Location Plan, labeled **Figure 3**.

Generalized Soil Stratigraphy

The results of the subsurface exploration program, including the stratified boring profiles are graphically presented on **Figure 4**. Stratification was based on the review of recovered soil samples and interpolation of the field boring logs. The stratification lines represent the approximate boundaries between stratum types, the actual transition may be gradual. The strata were visually classified using the Unified Soil Classification System (USCS) and the American Association of State Highway and Transportation Officials (AASHTO) classification system. Minor

variations in Strata types not considered important to AEI's engineering evaluations may have been abbreviated or omitted for clarity.

The following strata were identified in the borings:

STRATUM NO.	DESCRIPTION	AASHTO GROUP	USCS GROUP
1	Brown to orangish brown fine sand	A-2	SP
2	Light brown to light orangish brown to light gray fine sand	A-2	SP
3	Reddish brown to brown to orangish brown to gray to light gray clayey fine sand to sandy clay	A-6	SC\CL
4	Orangish brown to yellowish brown silty fine sand	A-4	SM

Refer to **Figure 4** for the approximate depth and thickness of each encountered stratum.

Shallow Water Table Conditions

At the time of our investigation, groundwater was encountered at boring locations AB-1 thru AB-3, measuring 13.5, 14.1, and 9.5 feet below the existing ground surface elevation, respectively. Groundwater was not encountered at boring locations AB-4 thru AB-6 to the boring termination depth of 10 feet below the existing ground surface elevation. Based on survey provided by HALFF Associates, Inc., the approximate groundwater elevations at AB-1 thru AB-3 was encountered at about +83 to +84 feet. The groundwater level should be expected to vary from wet to dry seasons and following heavy rainfall events due to localized runoff patterns and temporary perched groundwater conditions from the encountered shallow clayey soils encountered in some areas.

Based on review of the boring results, measured groundwater levels, adjacent surface water features, and antecedent rainfall, the normal estimated seasonal high groundwater tables are presented next to the corresponding soil profiles, shown on **Figure 4**.

CONCLUSIONS AND RECOMMENDATIONS

It is our understanding that a 12-inch ID waterline will be installed along U.S. Highway 27 and that directional drilling methods may be used for installation in the vicinity of Monarch Boulevard. Based on the results of the soil and groundwater conditions encountered within the planned waterline alignment, it is concluded that the soils along the proposed alignment are generally suitable for the intended construction.

Excavations

Any and all excavations should be constructed in accordance with applicable local, state and federal regulation including those outlined by the Occupational Safety and Health Administration (OSHA). It is the contractor's sole responsibility for designing and constructing safe and stable excavations. Excavations should be sloped, benched, or braced as required to maintain stability of the excavation sides and bottoms. Excavations should take into account loads resulting from equipment, fill stockpiles and existing construction. Any shoring need to maintain a safe excavation should be designed by a professional engineer registered in the State of Florida in

accordance with local, state and federal guidelines. Any dewatering needed shall be the responsibility of the contractor.

Bedding and Backfill Requirements

The bottom of the excavation and backfill in areas of granular soils should be compacted using small hand-operated equipment. In areas where clayey soil is exposed at the bottom of the excavation, and where compaction difficulties occur, it should be over excavated a minimum of 6 inches and backfilled with granular soil. The granular material should consist of fine sand having less than 12% passing the #200 standard sieve. The pipes may be laid on a gravel bedding or directly on the trench bottom provided that the natural soil at the foundation level is granular. The trench bottom should be compacted to 95 percent of its Modified Proctor Density to a minimum depth of one foot. Pumping or disturbed soils shall be over-excavated and replaced with dry granular materials. Backfilling shall progress as rapidly as the construction and testing of the work will permit. The initial backfill shall be carefully deposited on both sides of the pipe at the same time and uniformly compacted around the barrel of the pipe until enough has been placed to provide a cover of one foot above the crown of the pipe. In no case shall backfill material be placed in the trench in a manner that will cause shock to, or unequal pressure on, the pipe. The backfill shall be placed and compacted to 95 percent of maximum density as determined by AASHTO T-180 under and within six (6) feet of the traveled way and under other existing hard surfaced or previously compacted areas. In all areas except for those stated, compaction must be greater than 90 percent of the maximum density as determined by AASHTO T-180 or as directed by the Geotechnical Engineer. Under no conditions should construction debris, concrete, etc., be included with the backfill. Native soils excavated from below the existing groundwater table may be saturated and difficult to compact. In such cases, sufficient time and adequate drying procedures should be provided to produce soil with a moisture content which is ± 2 percent of optimum. It may be more practical in some cases to bring in dry material from offsite than to dry the excavated soils.

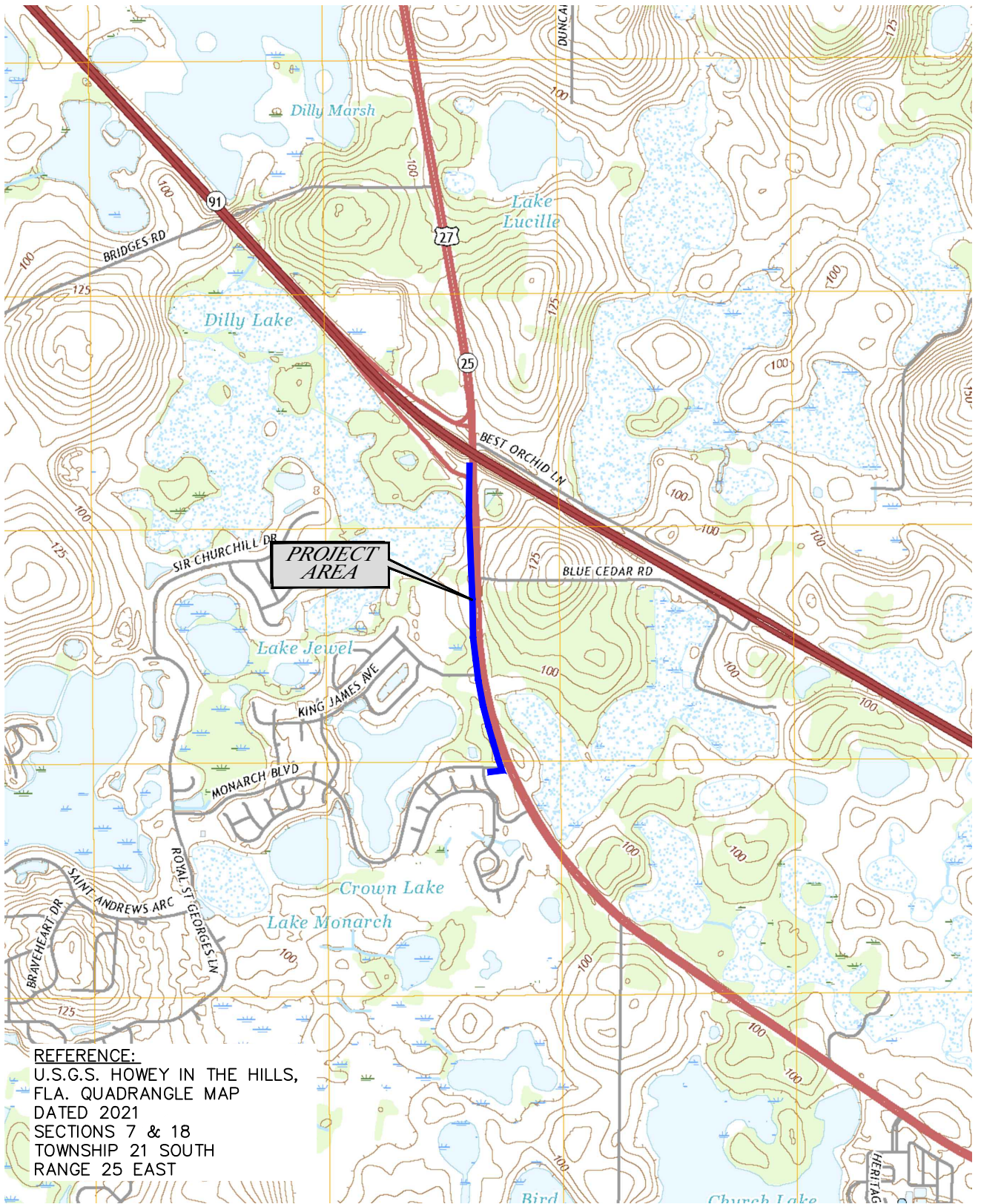
Directional Drilling

AEI understands that directional drilling may be utilized for installation of the force main waterline at the intersection of U.S. Highway 27 and Monarch Boulevard. At the time of this report, there were no details regarding the planned directional drilling work. AEI will be glad to assist, if additional geotechnical information is needed for directional drilling, above which has been provided as part of the scope of work for this report.

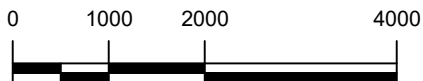
LIMITATIONS OF REPORT

The analyses and recommendations submitted in this report are based upon the anticipated location and type of construction discussed herein and the data obtained from the soil borings performed at the locations indicated and does not reflect any variations which may exist between these borings. The nature and extent of the variations between the borings may not become evident until during construction. If any significant variations become evident during the course of construction, or if the utility locations change, a re-evaluation of the recommendations contained in this report will be necessary after we have had an opportunity to observe and evaluate the characteristics of the conditions encountered.

FIGURES



REFERENCE:
U.S.G.S. HOWEY IN THE HILLS,
FLA. QUADRANGLE MAP
DATED 2021
SECTIONS 7 & 18
TOWNSHIP 21 SOUTH
RANGE 25 EAST



GRAPHIC SCALE: 1"=2000'



**Andreyev
Engineering,
Inc.**

APPROXIMATE SCALE:

1"=2000'

DATE: 02/17/23

ENGINEER: RJ

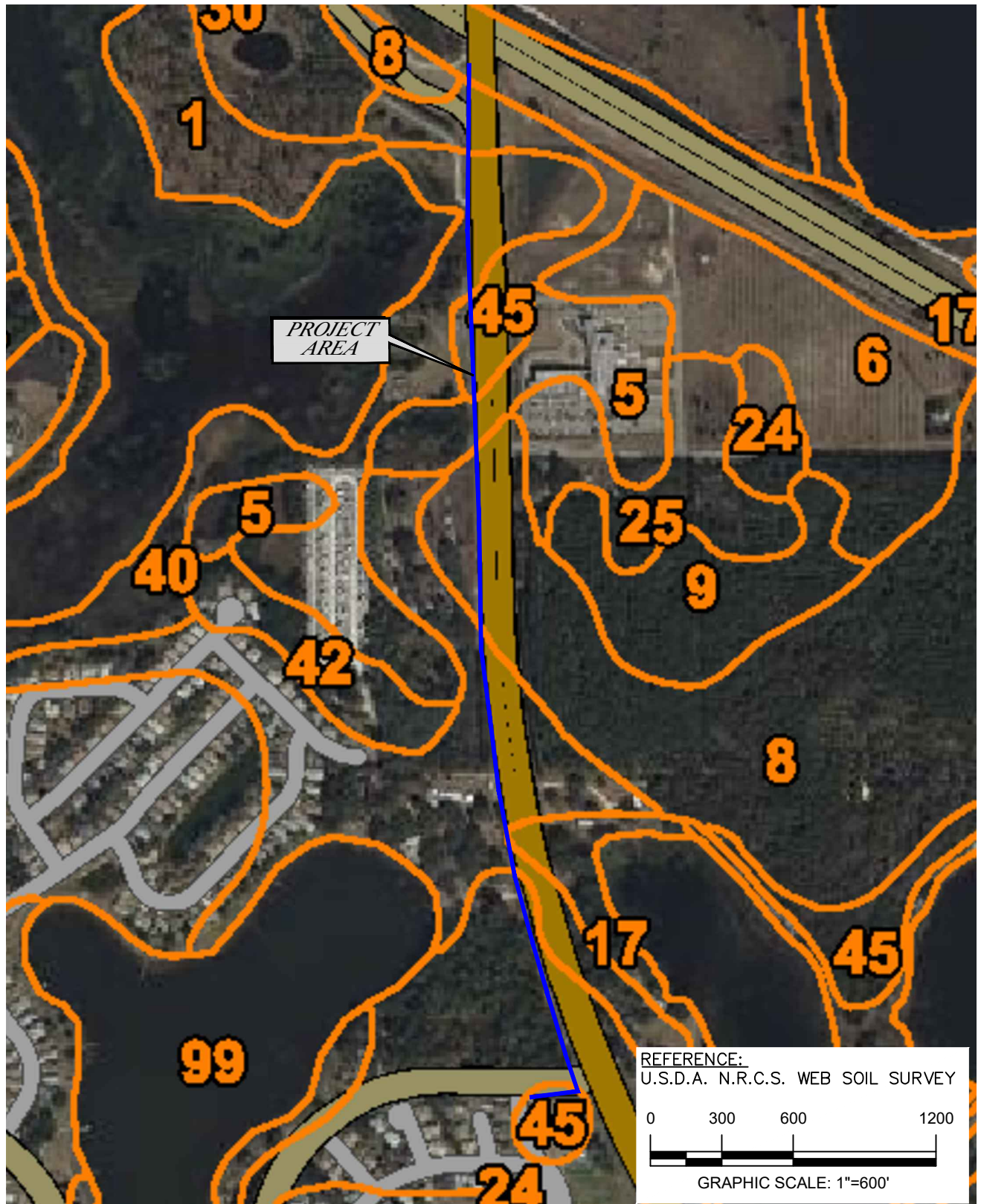
PN: GPGT-23-022

DRAWN BY: DLS

GEO TECHNICAL INVESTIGATION
**PROPOSED FORCEMAIN
PROJECT-PHASE 1 (South)**
U.S. HIGHWAY 27
LEESBURG, LAKE COUNTY, FL

U.S.G.S. TOPOGRAPHIC MAP

FIGURE 1



LEGEND:

- 5 APOPKA SAND, 0 TO 5% SLOPES
- 8 CANDLER SAND, 0 TO 5% SLOPES
- 17 ARENTS
- 24 KENDRICK SAND, 0 TO 5% SLOPES
- 40 PLACID & MYAKKA SANDS, DEPRESSIONAL
- 45 TAVARES SAND, 0 TO 5% SLOPES



**Andreyev
Engineering,
Inc.**

APPROXIMATE SCALE:

1"=600'

DATE: 02/17/23

ENGINEER: RJ

PN: GPGT-23-022

DRAWN BY: DLS

GEOTECHNICAL INVESTIGATION

**PROPOSED FORCEMAIN
PROJECT-PHASE 1 (South)**

U.S. HIGHWAY 27
LEESBURG, LAKE COUNTY, FL

N.R.C.S. SOIL SURVEY MAP

FIGURE 2



LEGEND:

-  PROPOSED FORCE MAIN LOCATION
-  APPROXIMATE LOCATION OF MACHINE AUGER BORING



**Andreyev
Engineering,
Inc.**

APPROXIMATE SCALE:

1"=600'

DATE: 02/17/23

ENGINEER: RJ

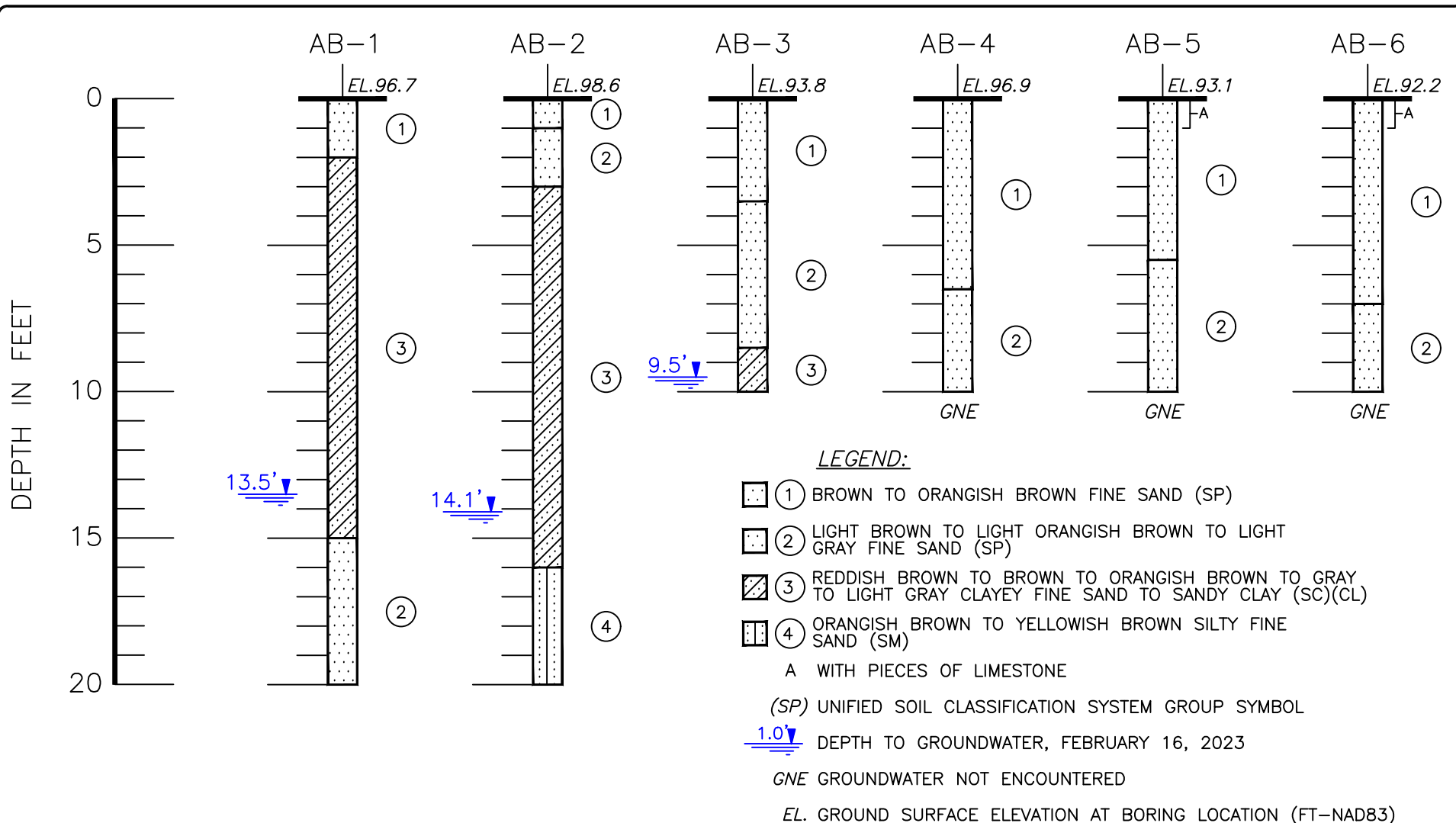
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DRAWN BY: DLS

GEOTECHNICAL INVESTIGATION
**PROPOSED FORCEMAIN
PROJECT-PHASE 1 (South)**
U.S. HIGHWAY 27
LEESBURG, LAKE COUNTY, FL

BORING LOCATION PLAN

FIGURE 3



**Andreyev
Engineering,
Inc.**

GEOTECHNICAL INVESTIGATION
**PROPOSED FORCEMAIN
PROJECT-PHASE 1 (South)**
U.S. HIGHWAY 27
LEESBURG, LAKE COUNTY, FL

APPROXIMATE SCALE:

1"=5'

DATE: 02/20/23

ENGINEER: RJ

PN: GPGT-23-022

DRAWN BY: DLS

SOIL PROFILES

FIGURE 4

CONSTRUCTION PLANS FOR



LIFT STATION 70 FORCE MAIN REPLACEMENT

SECTIONS 7 & 18 TOWNSHIP 21S RANGE 25E

JIMMY BURRY
MAYOR
AT LARGE

ALLYSON BERRY
COMMISSIONER
DISTRICT 1

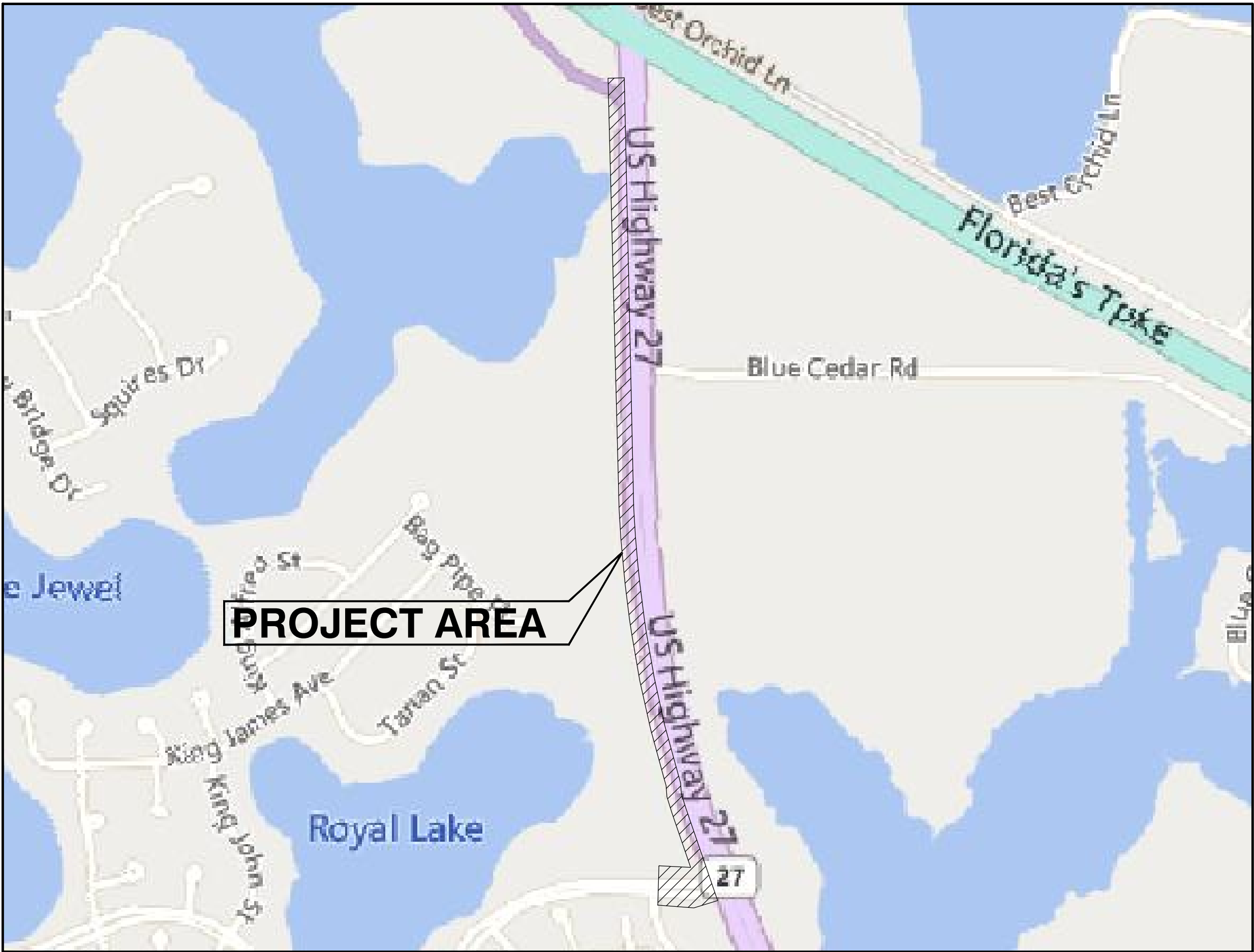
ALAN REISMAN
COMMISSIONER
DISTRICT 2

AL MINNER
CITY MANAGER

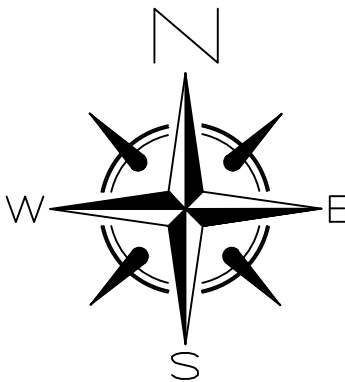
JAY CONNELL
MAYOR PRO-TEM
DISTRICT 3

MIKE PEDERSON
COMMISSIONER
DISTRICT 4

CLIFF KELSEY
DIRECTOR OF PUBLIC WORKS



VICINITY MAP
1" = 500'



OWNER/DEVELOPER:
CITY OF LEESBURG
550 SOUTH 14TH STREET
LEESBURG, FL 34748
CLIFF KELSEY, DIRECTOR OF PUBLIC WORKS
PHONE: (352) 728-9786
CLIFF.KELSEY@LEESBURGFLORIDA.GOV

ENGINEER:
HALFF ASSOCIATES, INC.
902 N SINCLAIR AVENUE
TAVARES, FL 32778
MICHAEL C. SCULLION, PE
(352) 343-8481
MSCULLION@HALFF.COM

This item has been digitally signed and sealed by Michael C. Scullion on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

INDEX OF SHEETS

- 1 COVER SHEET
- 2 KEY MAP & GENERAL NOTES
- 3 DETAILS
- 4 DETAILS
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- 6 PLAN AND PROFILE SHEET
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- 8 PLAN AND PROFILE SHEET
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- 16 PLAN AND PROFILE SHEET
- 17 PLAN AND PROFILE SHEET
- 18 PLAN AND PROFILE SHEET
- 19 PLAN AND PROFILE SHEET
- 20 DIRECTIONAL BORE PROFILES



Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!



ORIGINAL DOCUMENT SIZE 24"x36"
0 1 2 3 4 5
(INCHES)



GENERAL NOTES

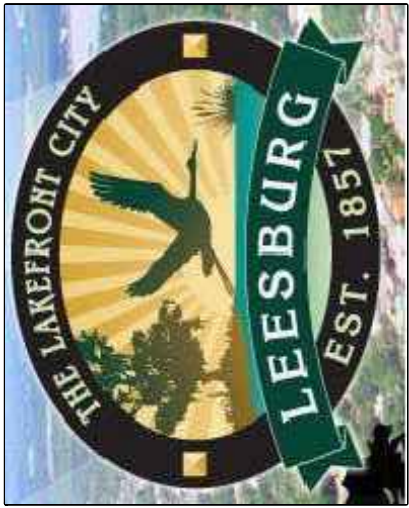
- ALL CONSTRUCTION SHALL CONFORM TO FDEP, LAKE COUNTY AND THE CITY OF LEESBURG STANDARDS.
- THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL EXISTING UTILITIES SHOWN AND NOT SHOWN PRIOR TO ANY CONSTRUCTION. ANY CONFLICTS OR DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS, SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.
- THE CONTRACTOR IS RESPONSIBLE FOR POSSESSING ALL REQUIRED PERMITS PRIOR TO INITIATING CONSTRUCTION.
- THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR HORIZONTAL AND VERTICAL CONTROL DATA.
- NO DEVIATIONS FROM THESE PLANS SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.
- ALL PIPING BELOW GRADE SHALL UTILIZE RESTRAINED MECHANICAL JOINT CONNECTIONS, AND BE RESTRAINED IN ACCORDANCE WITH THE ATTACHED THRUST RESTRAINT DETAILS.
- FORCE MAINS SHALL BE PVC CONFORMING TO AWWA C-900, DR 18 FOR ALL PIPE SIZES. ALL COUPLINGS COMPOUNDS, SOLVENTS, LUBRICANTS, AND PIPE PREPARATION, FOR LYING, SHALL BE IN ACCORDANCE WITH THE PIPE MANUFACTURER'S LATEST RECOMMENDATIONS.
- UTILITY SEPARATION SHALL BE AS REQUIRED IN CHAPTER 62-555.314 F.A.C.
- WHERE A CONNECTION IS TO BE MADE IN THE FIELD TO AN EXISTING PIPE, THE CONTRACTOR SHALL EXCAVATE THE AREA TO VERIFY THE TYPE OF PIPE AND THE PIPE SIZE, AND OBTAIN THE OWNER'S APPROVAL OF THE PROPOSED METHOD OF CONNECTION PRIOR TO ORDERING AND INSTALLING MATERIALS.
- ALL WATER SERVICE CONNECTIONS, INTERRUPTIONS OR RELOCATION'S SHALL BE COORDINATED IN ADVANCE WITH FIELD REPRESENTATIVES OF THE CITY OF LEESBURG.
- CONTRACTOR SHALL PROVIDE TEMPORARY THRUST RESTRAINT, BRACING, TEST PLUGS AND/OR OTHER DEVICES NECESSARY TO SUCCESSFULLY COMPLETE PRESSURE TESTING OF ALL PRESSURE PIPING SYSTEMS.
- ALL BURIED PIPING SPECIFIED TO BE PRESSURE TESTED, EXCEPT FLANGED, WELDED, OR SCREWED PIPING, SHALL BE PROVIDED WITH RESTRAINING DEVICES AT ALL DIRECTION CHANGES, UNLESS OTHERWISE NOTED. SEE THRUST RESTRAINT SPECIFICATION DETAILS AND NOTES.
- ALL AREAS WHERE LANDSCAPING, SOD, OR IRRIGATION HAS BEEN REMOVED OR DISTURBED BY CONTRACTOR'S OPERATIONS SHALL BE RESODDED, LANDSCAPED, OR REPAIRED WITH LIKE KIND.
- ALL EXISTING PROPERTY, FENCING, DRIVEWAYS, PIPING, SIDEWALKS, SIGNS AND OTHER ITEMS SHALL BE RESTORED TO ORIGINAL LINE AND GRADE UNLESS APPROVED BY THE ENGINEER. ACCESS TO ADJOINING PROPERTY ALONG THE PROPOSED ROUTE SHALL BE MAINTAINED AT ALL TIMES.
- IN THE EVENT THAT THE POTABLE WATER SYSTEM IS CONTAMINATED (I.E., WATER DOES NOT MEET FEDERAL AND STATE REQUIREMENTS) DUE TO CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL BE RESPONSIBLE, UNDER THE DIRECTION OF THE OWNER, OR STATE AND LOCAL REGULATORY AGENCY FOR CORRECTING ANY SUCH CONTAMINATION PROBLEM INCLUDING DISINFECTION, TESTING AND OTHER CORRECTIVE ACTION.
- THE SHOWN LOCATIONS OF RIGHTS-OF-WAY AND UTILITIES ARE APPROXIMATE. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO EXACTLY LOCATE ALL RIGHTS-OF-WAY AND UTILITY LINES IN THE CONSTRUCTION AREA PRIOR TO EXCAVATION. ANY DAMAGE TO ANY EXISTING UTILITY, STRUCTURE OR SERVICE SHALL BE REPAIRED, AT THE CONTRACTOR'S EXPENSE, IN A MANNER APPROVED BY THE RESPECTIVE UTILITY OWNER.
- TRAFFIC SHALL BE MAINTAINED AT ALL TIMES AS PER FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, ROADWAY AND TRAFFIC DESIGN STANDARDS AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- REMOVAL OF TREES GREATER THAN 4-INCH BASAL DIAMETER SHALL BE ONLY AS DIRECTED BY THE OWNER/ENGINEER. CONTRACTOR SHALL LIMIT TO A MINIMUM THE AMOUNT OF TREE REMOVAL, CLEARING AND GRUBBING REQUIRED BY TRIMMING TREES WHEREVER POSSIBLE.
- CONTRACTOR SHALL NOTIFY AND COORDINATE WITH AFFECTED PROPERTY OWNERS AND OWNER/ENGINEER ONE WEEK IN ADVANCE OF TREE CLEARING AND GRUBBING. ALL DEBRIS FROM TREE CLEARING AND GRUBBING SHALL BE REMOVED.
- ALL UTILITY LINES ARE TO BE INSTALLED "IN THE DRY". CONTRACTOR SHALL DEWATER SITE AS NECESSARY TO ENSURE THIS.
- ALL PROPOSED PIPE UNDER ASPHALT ROADWAY SHALL BE DUCTILE IRON, EXCEPT DIRECTIONAL BORES, WHICH SHALL BE PE 4710, SDR-11 HDPE.
- LOCATION OF A.R.V.'S SHOWN ARE APPROXIMATE. CONTRACTOR SHALL FIELD ADJUST TO ENSURE EACH A.R.V. IS LOCATED AT THE HIGH POINTS OF THE LINE.
- CONTRACTOR TO COORDINATE WITH UTILITY COMPANY TO HOLD POLES, IF NECESSARY, AND INCLUDE COST FOR SUCH IN THEIR PRICING.
- WITHIN THE RIGHT-OF-WAY, ALL CONSTRUCTION METHODS AND MATERIALS SHALL BE IN COMPLIANCE WITH 2022-2023 STANDARD PLANS, 2020 STANDARD SPECIFICATION AND THE 2017 UTILITY ACCOMMODATION MANUAL.
- CONTRACTOR SHALL COORDINATE WITH FDOT TO SCHEDULE A PRE-DIRECTIONAL BORE MEETING AT LEAST 48 HOURS PRIOR TO ANY BORES BEING PERFORMED WITHIN FDOT RIGHT-OF-WAY.

REVISION											
DATE	***	1	2	3	4	5	6	7	8	9	10
		///									

CITY OF LEESBURG

LIFT STATION 70 FORCE MAIN REPLACEMENT

KEY MAP & GENERAL NOTES





902 North Sinclair Ave.
Tavares, Florida 32778

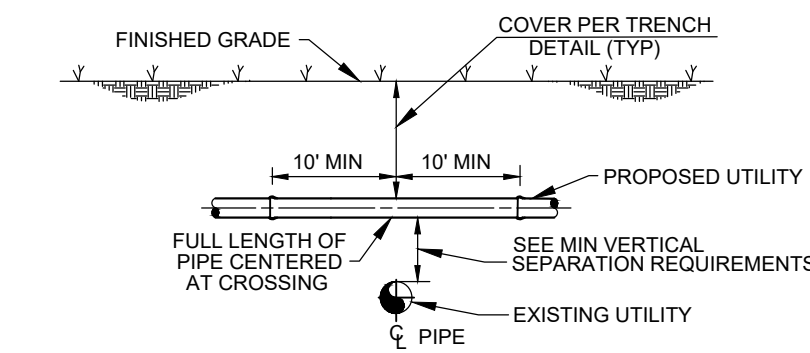
Office: 352.343.8481
Fax: 352.343.8495
Certificate of Authorization Number: 33380

DATE:	JANUARY 2023
DESIGNED BY:	XOS
DRAWN BY:	XOS
CHECKED BY:	MCS
JOB NO.:	043829.012
FILE NAME:	US 27 FM SOUTH - COVER & DETAILS
Sheet 2	

MICHAEL C. SCULLION, PE
Registered Eng 70753

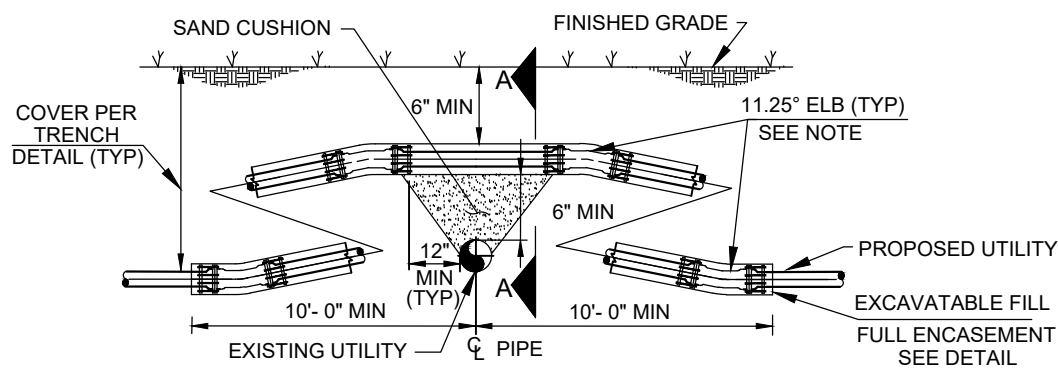
*NOTE: DO NOT ENCASE PIPING IN CONCRETE UNLESS SPECIFICALLY AUTHORIZED BY A CITY OF LEESBURG REPRESENTATIVE.

OPTION 1 (SUFFICIENT COVER AND SEPARATION AVAILABLE)



ALTERNATE OPTION 1 (SUFFICIENT COVER OR SEPARATION NOT AVAILABLE)

*NOTE: WITH APPROVAL OF CITY OF LEESBURG REPRESENTATIVE, CONTRACTOR MAY DEFLECT PIPE AS SPECIFIED INSTEAD OF USING FITTINGS.



MINIMUM HORIZONTAL SEPARATION EXISTING UTILITY						
PROPOSED UTILITY	POTABLE WATER	GRAVITY SANITARY SEWER	SEWAGE FORCE MAIN	STORM	RECLAIMED WATER	ELECTRIC TELECOMMUNICATIONS
POTABLE WATER	1'-0" (1)	1'-6" (2)	1'-6" (2)	1'-0" (1)	1'-0" (1)	1'-0" (1)
GRAVITY SANITARY SEWER	1'-6" (2)	1'-0" (1)	1'-0" (1)	1'-6" (2)	1'-6" (2)	1'-0" (1)
SEWAGE FORCE MAIN	1'-6" (2)	1'-0" (1)	1'-0" (1)	1'-0" (1)	1'-0" (1)	1'-0" (1)
STORM	1'-0" (1)	1'-6" (2)	1'-0" (1)	1'-0" (1)	1'-0" (1)	1'-0" (1)
RECLAIMED WATER	1'-0" (1)	1'-6" (2)	1'-0" (1)	1'-0" (1)	1'-0" (1)	1'-0" (1)
ELECTRIC TELECOMMUNICATIONS	1'-0" (1)	1'-0" (1)	1'-0" (1)	1'-0" (1)	1'-0" (1)	1'-0" (1)

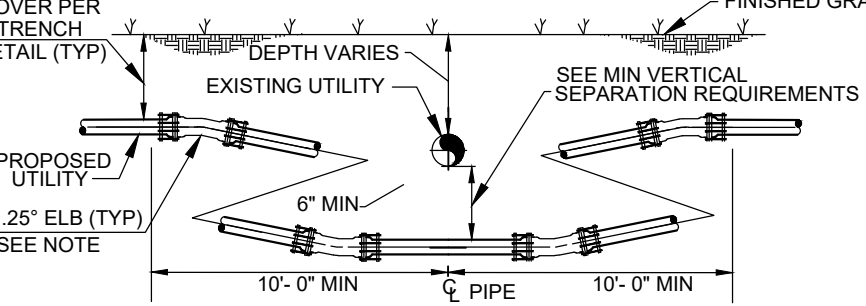
(1) FAC 62-555.314
(2) FAC 62-604.400
(3) FAC 62-610.469

*NOTE:
1. ONLY OPTION 1 CONSTRUCTION IS ALLOWED WITHOUT APPROVAL OF CITY OF LEESBURG REPRESENTATIVE.
2. ONLY OPTION 2 CONSTRUCTION IS ALLOWED WITHOUT APPROVAL OF CITY OF LEESBURG REPRESENTATIVE.

MINIMUM VERTICAL SEPARATION REQUIREMENTS

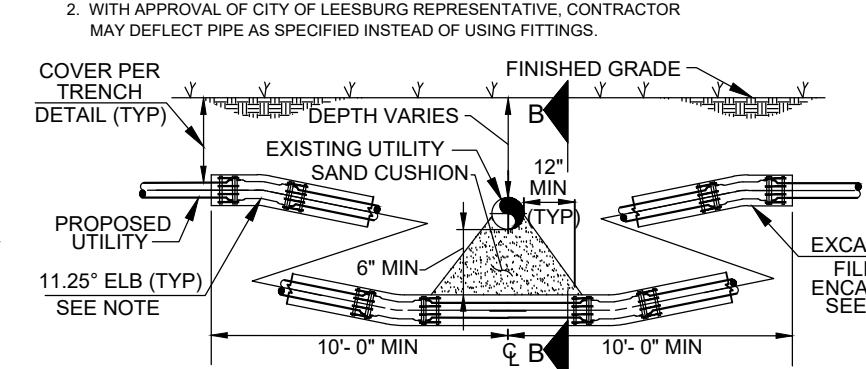
OPTION 2 (SUFFICIENT SEPARATION AVAILABLE)

*NOTE: WITH APPROVAL OF CITY OF LEESBURG REPRESENTATIVE, CONTRACTOR MAY DEFLECT PIPE AS SPECIFIED INSTEAD OF USING FITTINGS.



ALTERNATE OPTION 2 (SUFFICIENT SEPARATION NOT AVAILABLE)

*NOTE: 1. FOR PROPOSED WATER MAINS, THIS OPTION IS ONLY ALLOWED WITH APPROVAL OF CITY OF LEESBURG REPRESENTATIVE AND FDEP ON CASE BY CASE BASIS.
2. WITH APPROVAL OF CITY OF LEESBURG REPRESENTATIVE, CONTRACTOR MAY DEFLECT PIPE AS SPECIFIED INSTEAD OF USING FITTINGS.



MINIMUM HORIZONTAL SEPARATION EXISTING UTILITY						
PROPOSED UTILITY	POTABLE WATER	GRAVITY SANITARY SEWER	SEWAGE FORCE MAIN	STORM	RECLAIMED WATER	ELECTRIC TELECOMMUNICATIONS
POTABLE WATER	1'-0" (1)	1'-6" (2)	1'-6" (2)	1'-0" (1)	1'-0" (1)	1'-0" (1)
GRAVITY SANITARY SEWER	1'-6" (2)	1'-0" (1)	1'-0" (1)	1'-6" (2)	1'-6" (2)	1'-0" (1)
SEWAGE FORCE MAIN	1'-6" (2)	1'-0" (1)	1'-0" (1)	1'-0" (1)	1'-0" (1)	1'-0" (1)
STORM	1'-0" (1)	1'-6" (2)	1'-0" (1)	1'-0" (1)	1'-0" (1)	1'-0" (1)
RECLAIMED WATER	1'-0" (1)	1'-6" (2)	1'-0" (1)	1'-0" (1)	1'-0" (1)	1'-0" (1)
ELECTRIC TELECOMMUNICATIONS	1'-0" (1)	1'-0" (1)	1'-0" (1)	1'-0" (1)	1'-0" (1)	1'-0" (1)

(1) FAC 62-555.314
(2) FAC 62-604.400
(3) FAC 62-610.469

*NOTE: UTILITIES SHALL NOT BE INSTALLED WITHIN THE DRIP LINE OF TREES WITHOUT PRIOR WRITTEN APPROVAL FROM CITY OF LEESBURG REPRESENTATIVE.

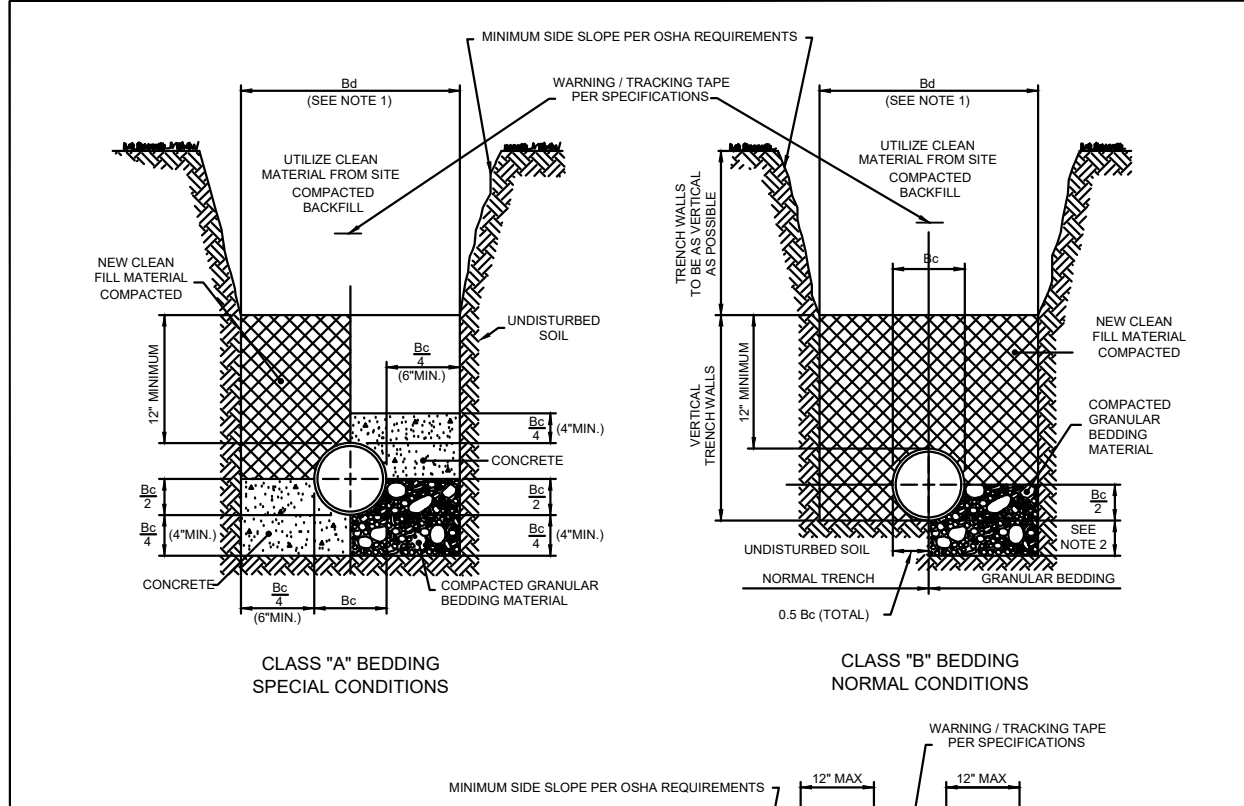
MINIMUM HORIZONTAL SEPARATION REQUIREMENTS



UTILITY CONFLICT STANDARD DETAIL
FOR VERTICAL & HORIZONTAL SEPARATION

City of Leesburg
Standard Details

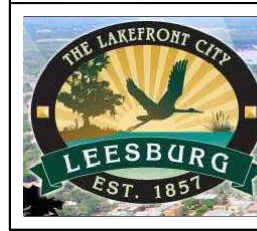
2023 Detail G-3



- NOTES: FOR BEDDING AND TRENCHING
1. Dimension Bc = Pipe O.D.
Dimension Bd = Trench Width at Top of Pipe
Minimum Bd = 18" x 30"
Minimum Bd = Maximum Dimension of Bell + 6" (Unsheeted Trench)
 2. Depth for removal for unsuitable material shall be as required to reach suitable foundation. For rock or other non-combusting material, depth shall be 6" below bottom of utility.
 3. All backfill and select material under all roadways, drives (including driveway), and parking areas shall be compacted to 95% of the modified proctor maximum dry density (AASHTO T-155). Backfill and select material placed at other areas shall be compacted as follows: From bottom of trench to 12" above top of pipe - 95% of modified proctor maximum dry density (AASHTO T-155). From 12" above top of pipe to top of backfill - 90% of modified proctor maximum dry density (AASHTO T-155).
 4. All backfill shall be in completely dewatered trenches.
 5. Tracing wire shall be installed on the top of the pipe and attached to the pipe every 10' with a nylon wire tie.

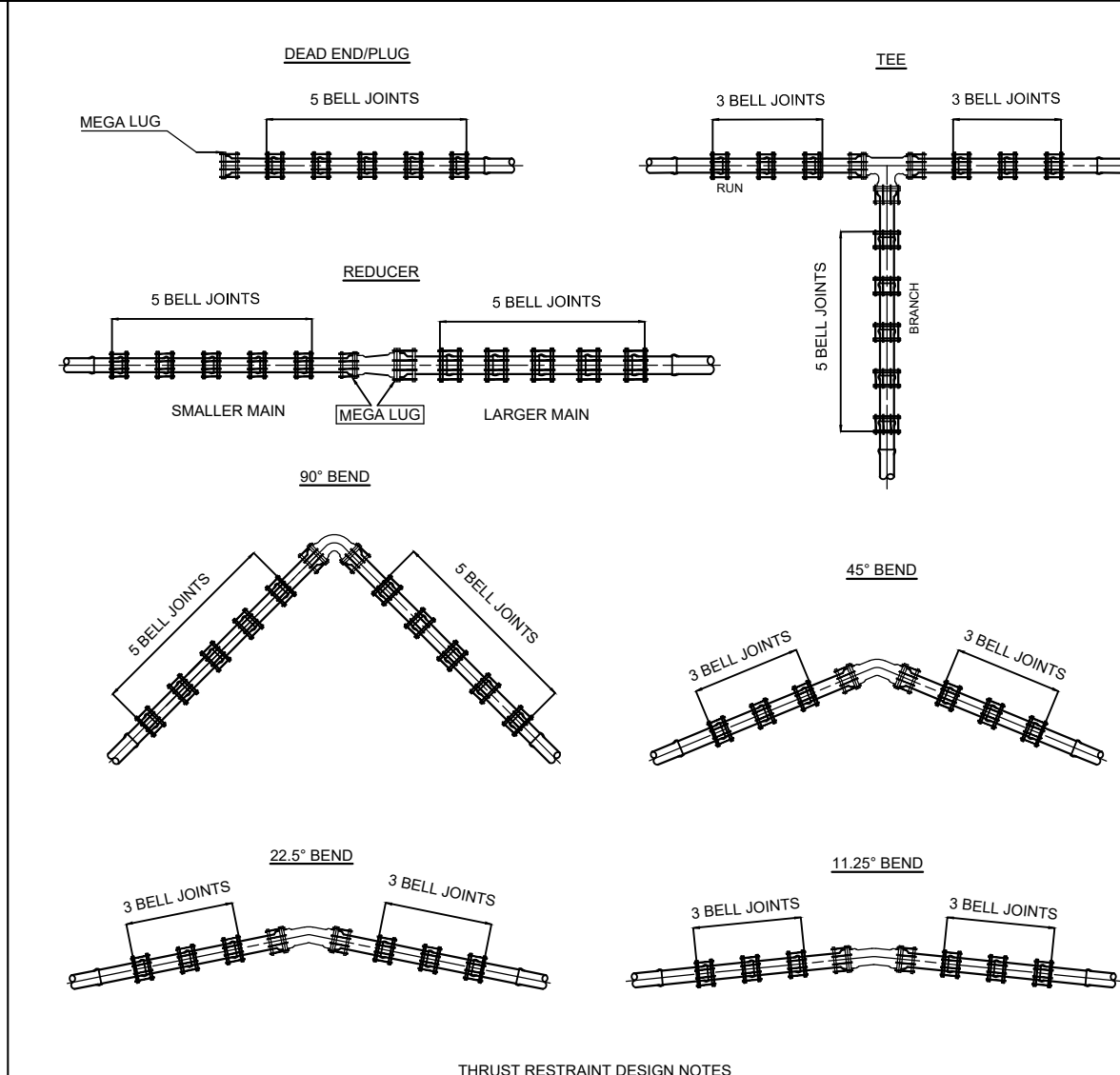
BEDDING DETAILS

NOT TO SCALE



City of Leesburg
Standard Details

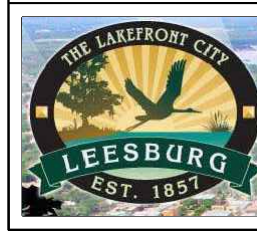
2023 Detail G-1



*NOTE: THE CITY OF LEESBURG REQUIRES RESTRAINTS IN ALL DIRECTIONS ON ALL PIPE SIZES 4" OR LARGER. A MINIMUM OF 3 JOINT RESTRAINTS WITH PRIOR APPROVAL BY THE CITY OF LEESBURG (NOT TO INCLUDE THE MEGA LUG AT MJ FITTING UNLESS DEAD END, 90° TEE OR REDUCER IS PRESENT WHERE PIPE MINIMUM WILL BE RESTRAINTED 100' IN EACH DIRECTION. JOINT RESTRAINTS SHALL BE MEGA-LUG AND MODEL NUMBER SHALL BE FULLY COMPATIBLE WITH THE PIPING MATERIAL BEING RESTRAINTED.

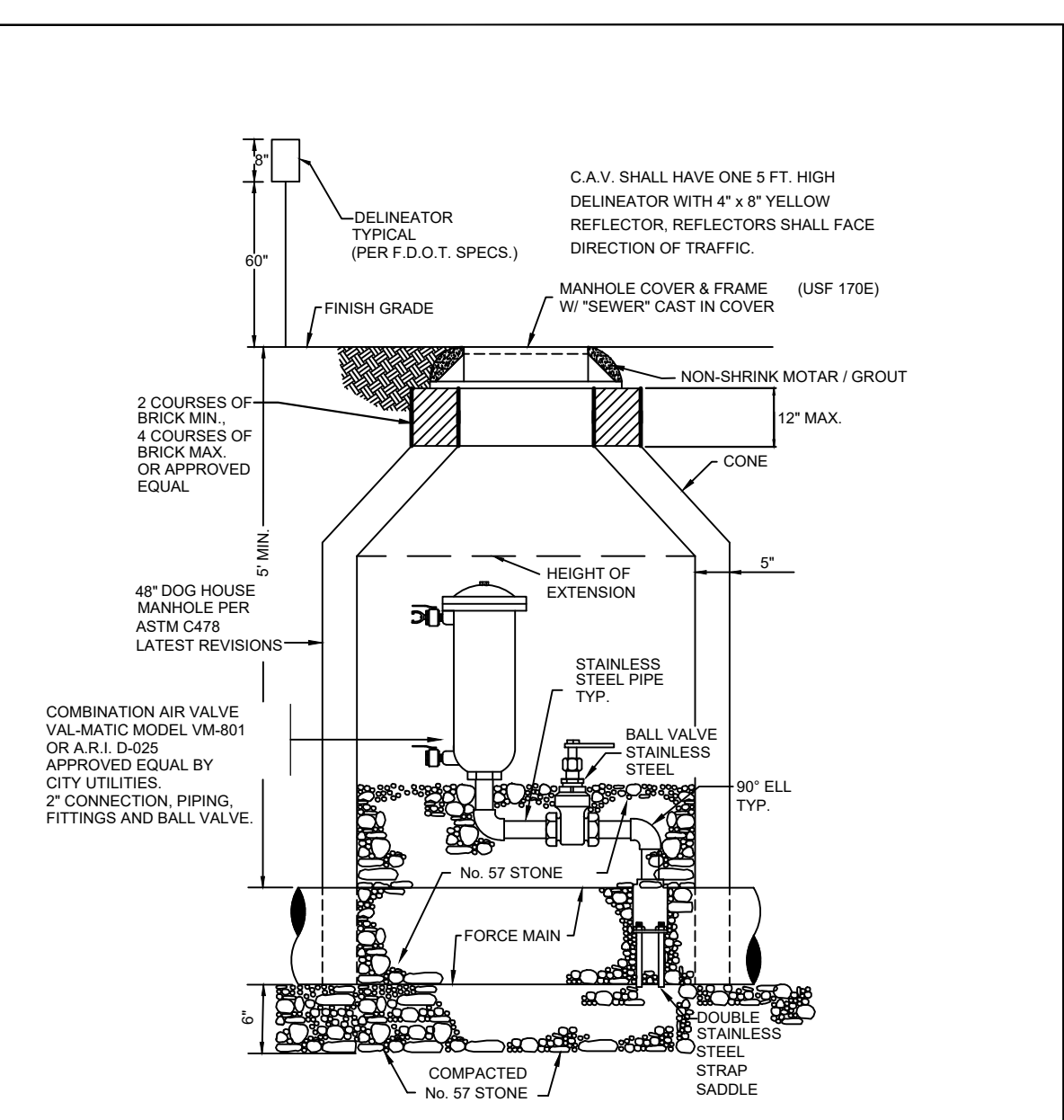
BELL RESTRAINT DETAILS

NOT TO SCALE



City of Leesburg
Standard Details

2023 Detail G-2



COMBINATION AIR VALVE
FOR FORCE MAINS

NOT TO SCALE



City of Leesburg
Standard Details

2023 Detail S-13

OTHER PIPE	HORIZONTAL SEPARATION	CROSSING (1)	JOINT SPACING @ CROSSINGS (FULL JOINT CENTERED)
Storm Sewer, Stormwater Force Main, Reclaimed Water (2)	Water Main 3 ft. minimum	Water Main 12 inches is the minimum except for storm sewer, then 6 inches is the minimum and 12 inches is preferred	Alternate 3 ft. minimum Water Main
Vacuum Sanitary Sewer,	Water Main 10 ft. preferred 3 ft. minimum	Water Main 12 inches is preferred 6 inches minimum	Alternate 3 ft. minimum Water Main
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)	Water Main 10 ft. preferred 6 ft. minimum (3)	Water Main 12 inches is the minimum except for gravity sewer, then 6 inches is the minimum and 12 inches is preferred	Alternate 6 ft. minimum Water Main
On-Site Sewer Treatment & Disposal System	Water Main 10 ft. minimum	---	---

- (1) Water main should cross over other pipe. When water main must be below other pipe, the minimum separation is 12 inches.
(2) Reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
(3) 3 ft. for gravity sanitary sewer where the bottom of the water main is laid at least 6 inches above the top of the gravity sanitary sewer.
(4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.
(5) If watermain is less than 18" above sanitary or storm sewer, reuse or sewerage force main pipe at a crossing, then center one full length joint of d.i.p. on crossing point.
(6) All piping clearances shall be in accordance with chapter 62-555.314, f.a.c., 62-604.400 and 62-610.469
(7) Do not encase piping in concrete unless specifically authorized.
(8) All piping shall clear other construction by 6" minimum.

LOCATION OF PUBLIC WATER SYSTEM MAINS
IN ACCORDANCE WITH F.A.C. RULE 62-555.314

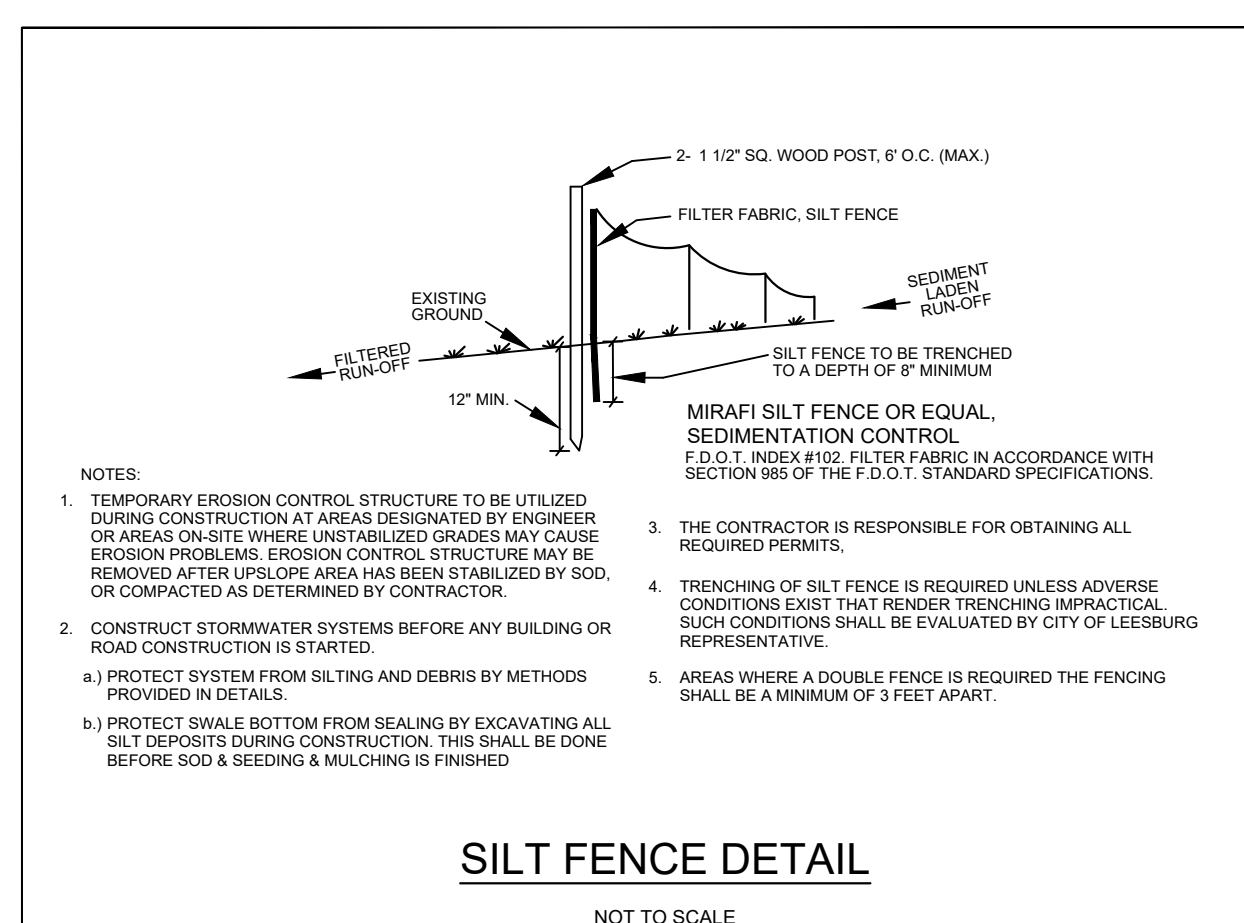
Disclaimer - This document is provided for your convenience only. Please refer to F.A.C. Rule 62-555.314, 62-604.400 and 62-610.469 for additional construction requirements, and most current standards.

NOT TO SCALE



City of Leesburg
Standard Details

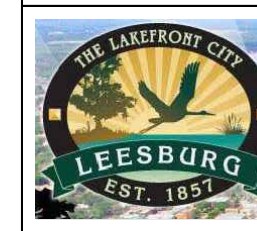
2023 Detail W-17



SILT FENCE DETAIL

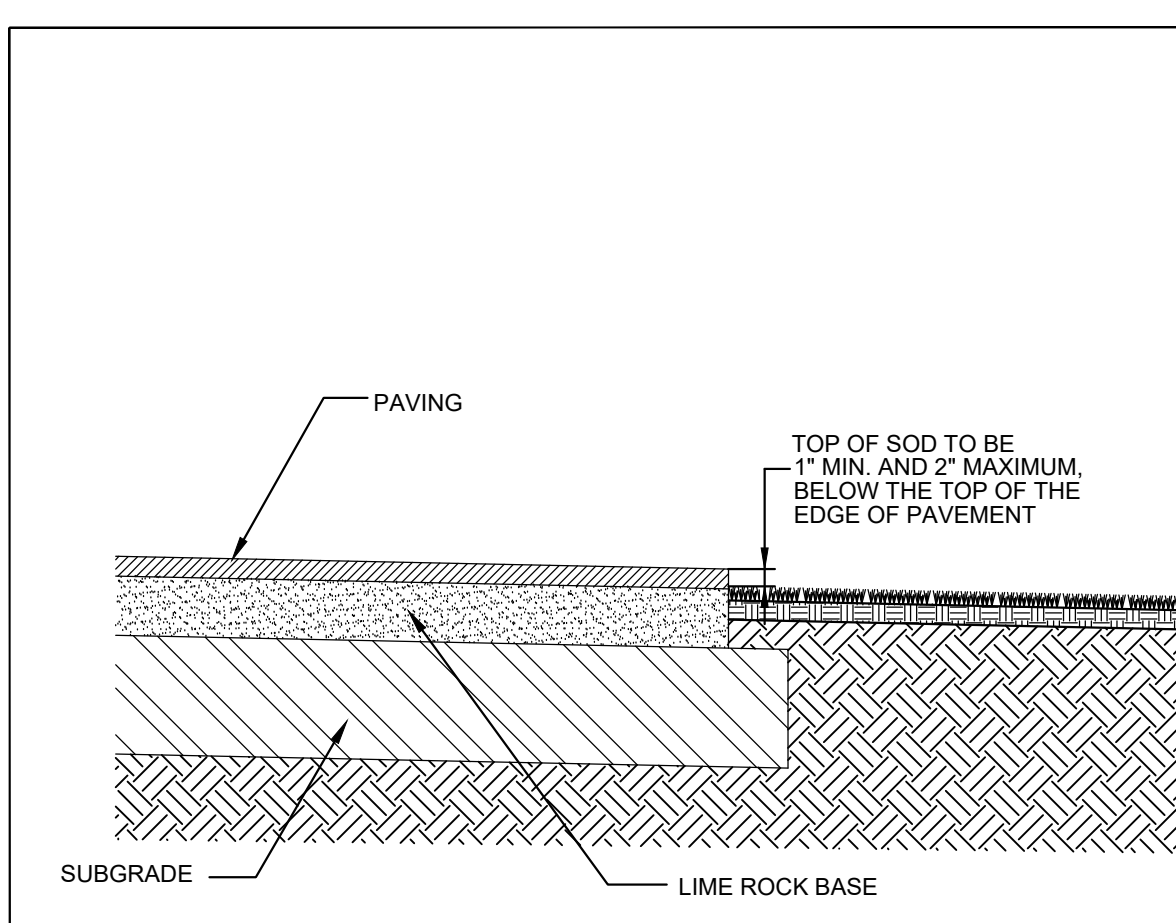
NOT TO SCALE

THE FOLLOWING LIST REPRESENTS A BASIC EROSION AND SEDIMENT CONTROL PROGRAM WHICH IS TO BE IMPLEMENTED TO HELP PREVENT OFF-SITE SEDIMENTATION DURING AND AFTER CONSTRUCTION OF THE PROJECT. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT THE EARLIEST PRACTICAL TIME CONSISTENT WITH GOOD CONSTRUCTION PRACTICES. ONE OF THE FIRST CONSTRUCTION ACTIVITIES SHOULD BE THE PLACEMENT OF PERMANENT AND TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AROUND THE PERIMETER OF THE PROJECT OR THE INITIAL WORK AREA TO PROTECT THE PROJECT, ADJACENT PROPERTIES AND WATER RESOURCES. TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE COORDINATED WITH PERMANENT MEASURES TO ASSURE ECONOMIC, EFFECTIVE AND CONTINUOUS CONTROL THROUGHOUT THE CONSTRUCTION PHASE. TEMPORARY MEASURES SHALL NOT BE CONSTRUCTED FOR EXPEDIENT IN LIEU OF PERMANENT MEASURES. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE ADEQUATELY MAINTAINED TO PERFORM THEIR INTENDED FUNCTION DURING CONSTRUCTION OF THE PROJECT. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BARRIERS SHALL BE ACCOMPLISHED PROMPTLY. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER. MATERIAL FROM SEDIMENT TRAPS SHALL NOT BE STOCKPILED OR DISPOSED OF IN A MANNER WHICH MAKES THEM READILY SUSCEPTIBLE TO BEING WASHED INTO ANY WATERCOURSE BY RUNOFF OR HIGH WATER. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE BARRIERS ARE NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.



City of Leesburg
Standard Details

2023 Detail SW-1



SOD PLANTING

NOT TO SCALE



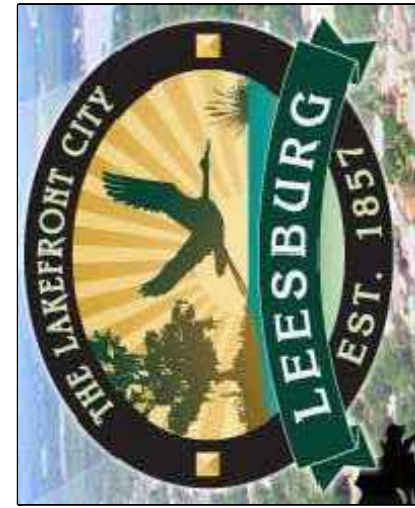
City of Leesburg
Standard Details

2023 Detail G-7

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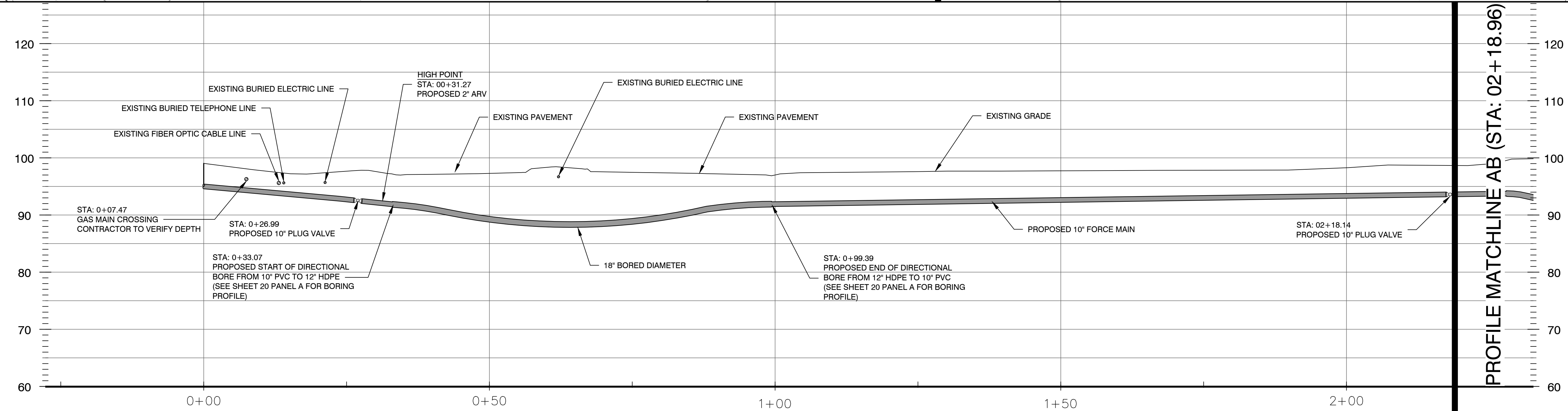
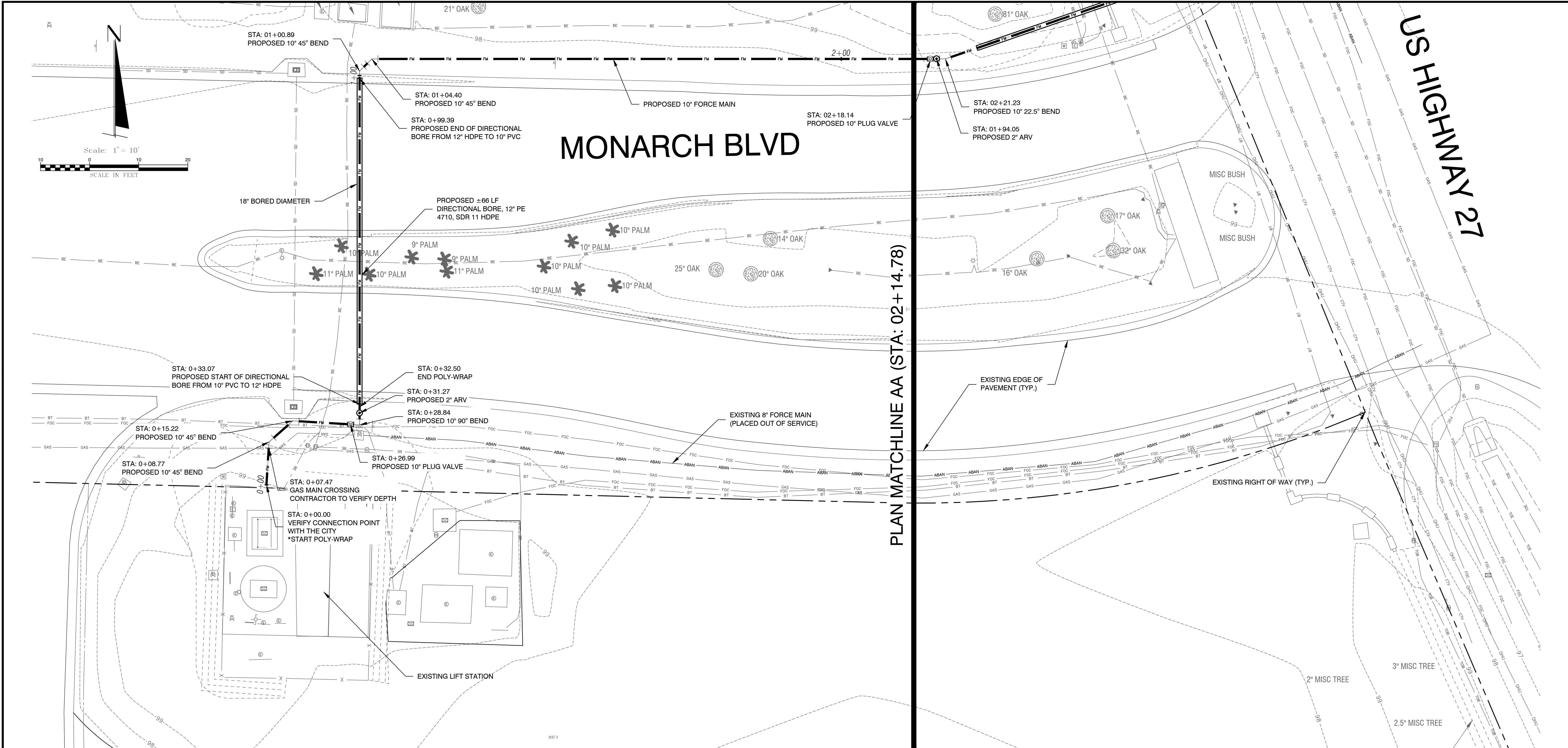
CITY OF LEESBURG
LIFT STATION 70 FORCE MAIN
REPLACEMENT

DETAILS



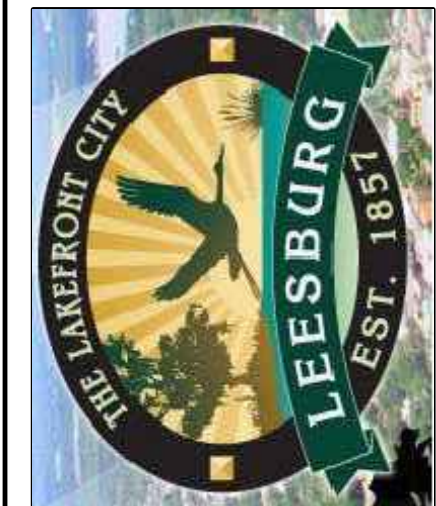
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FILE NAME:	US 27 FM SOUTH COVER & DETAILS
Sheet 3	

MICHAEL C. SCULLION, PE
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DATE	REVISION	
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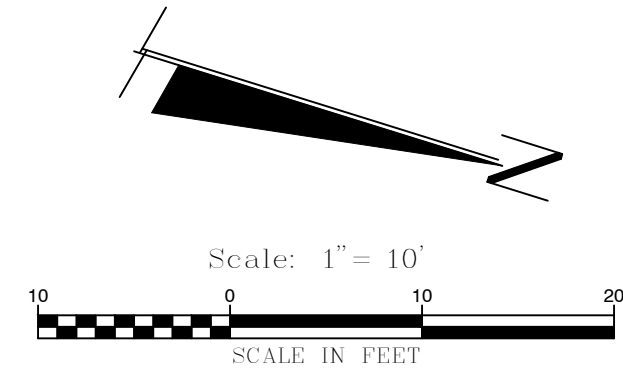
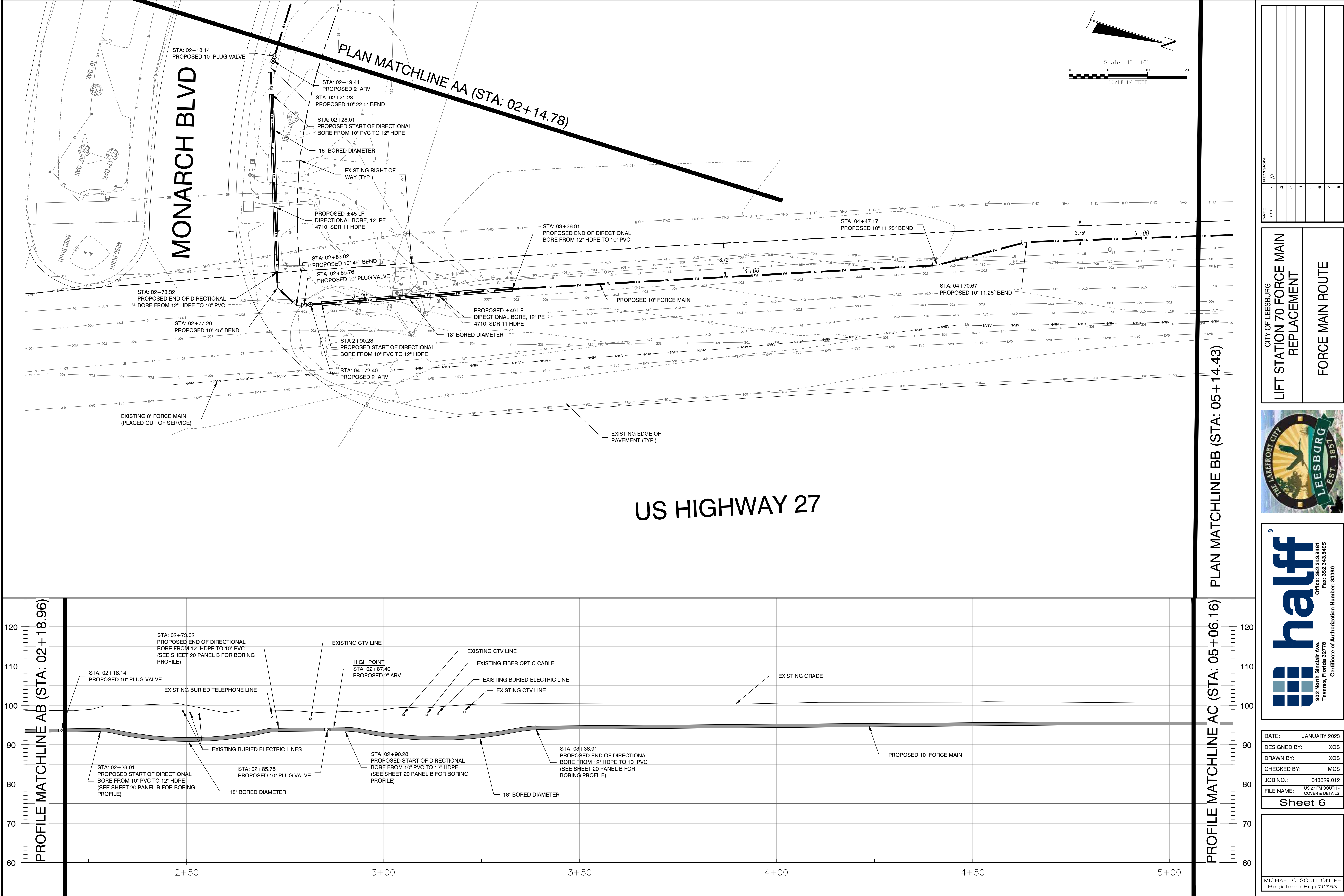
CITY OF LEESBURG
LIFT STATION 70 FORCE MAIN
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FORCE MAIN ROUTE



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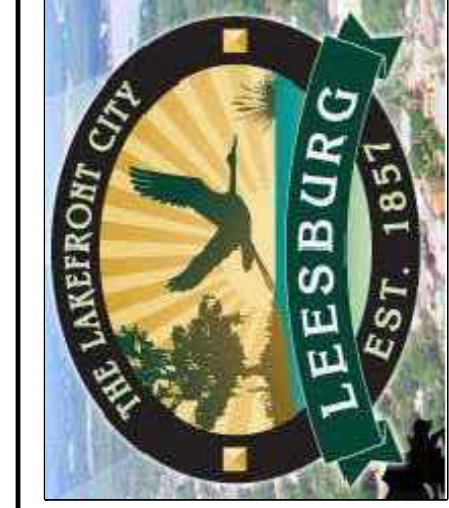


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CITY OF LEESBURG

LIFT STATION 70 FORCE MAIN REPLACEMENT

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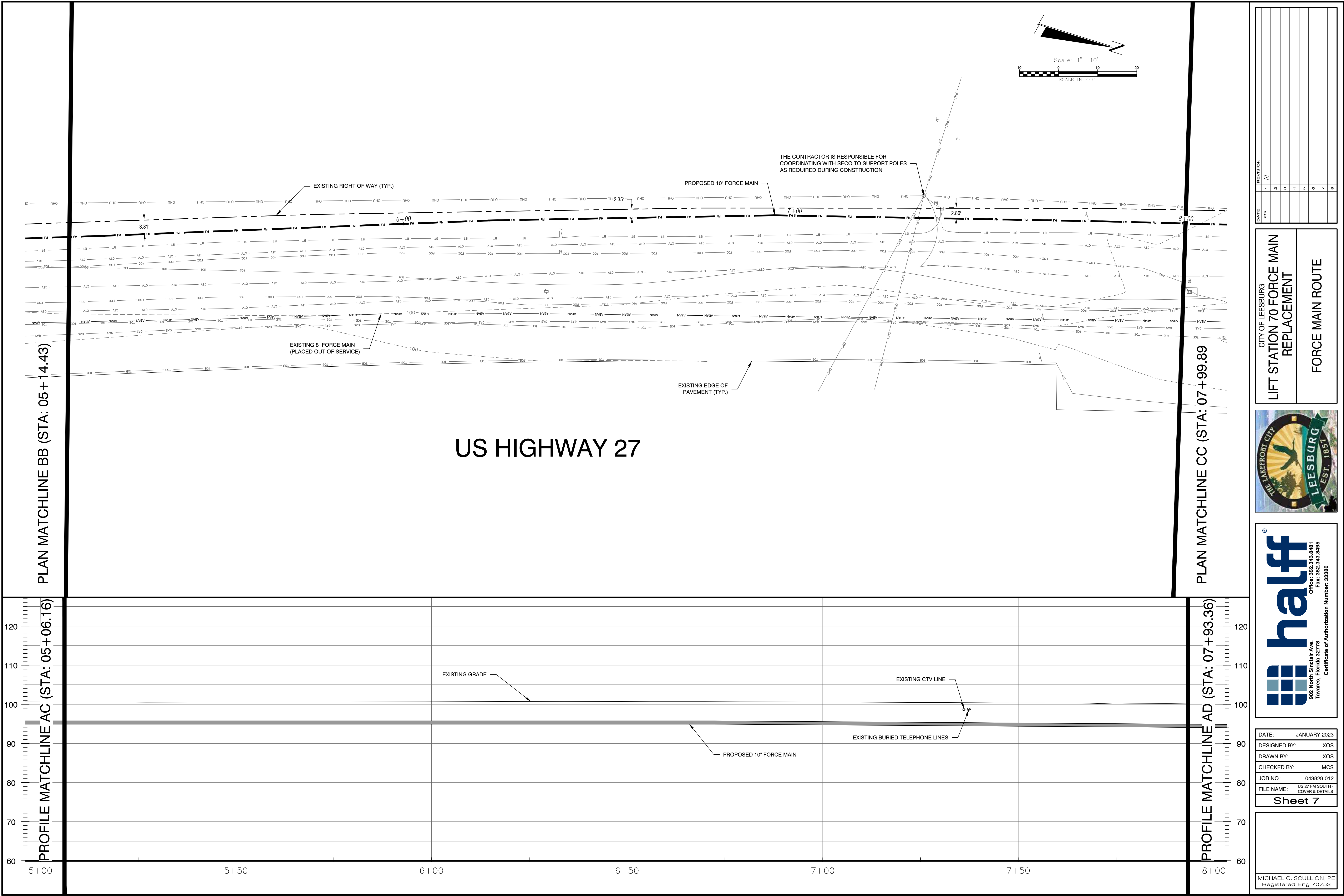
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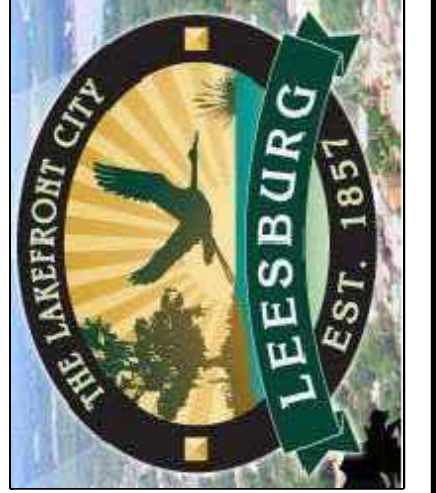
Sheet 6

MICHAEL C. SCULLION, PE
Registered Eng 70753



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CITY OF LEESBURG
LIFT STATION 70 FORCE MAIN REPLACEMENT
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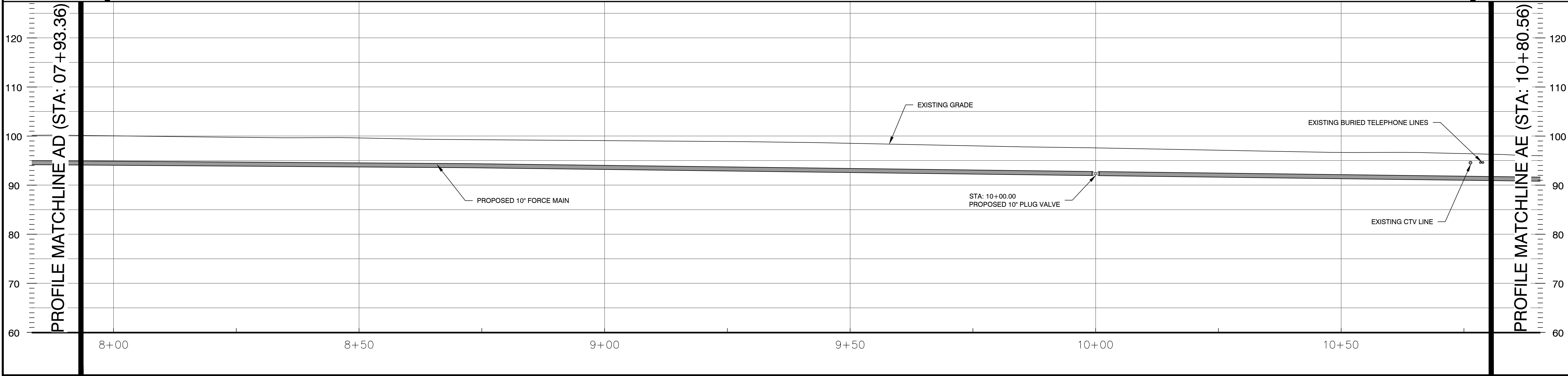
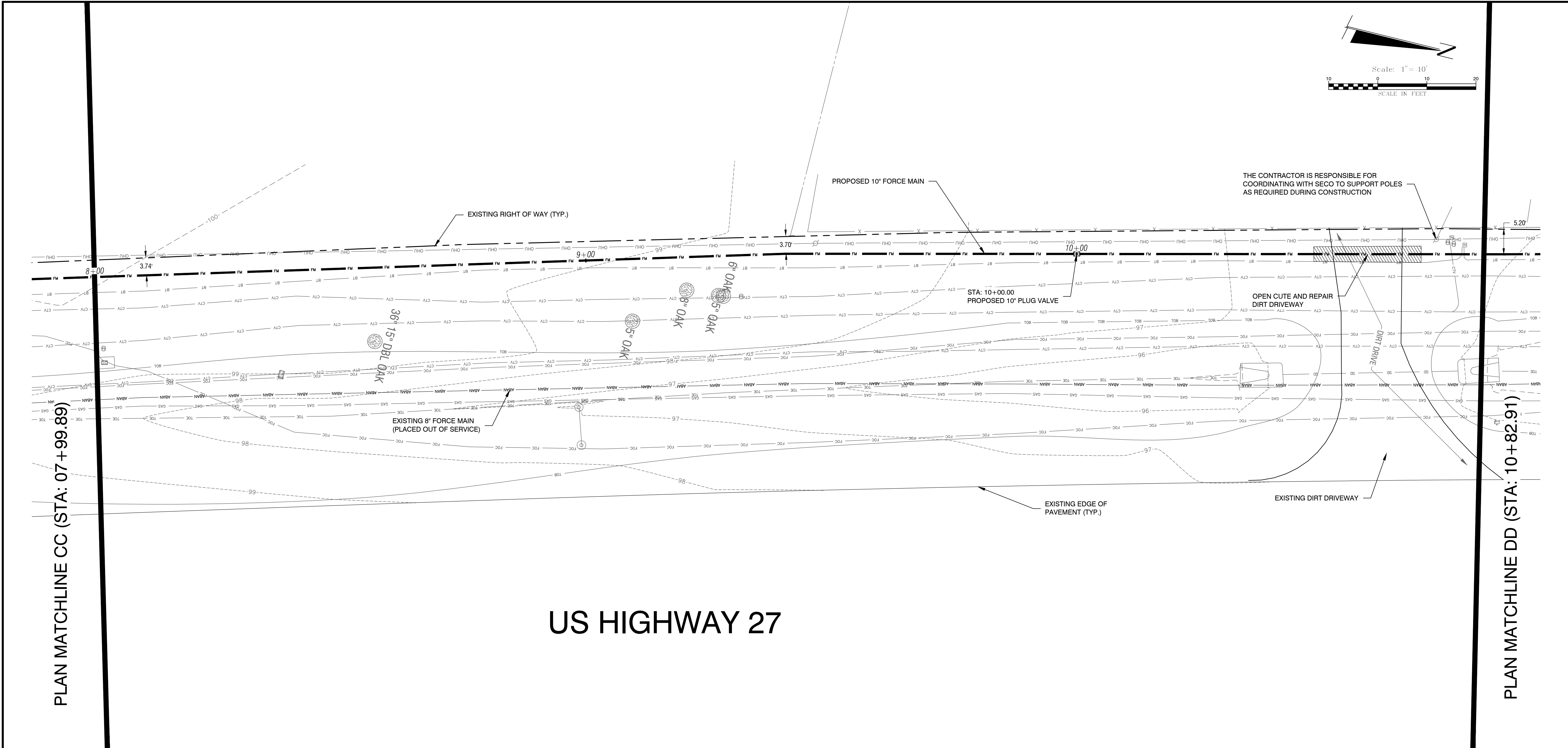


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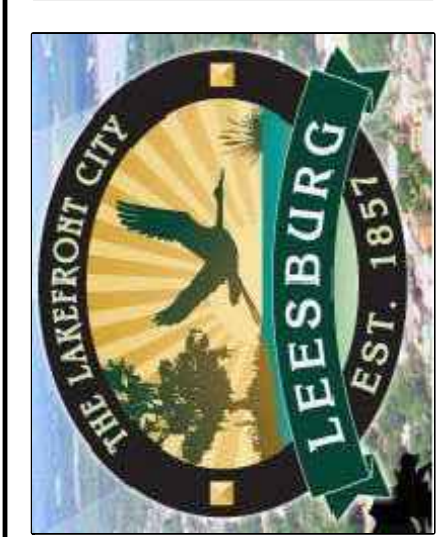
Sheet 7

MICHAEL C. SCULLION, PE
Registered Eng 70753



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Sheet 8	

MICHAEL C. SCULLION, PE
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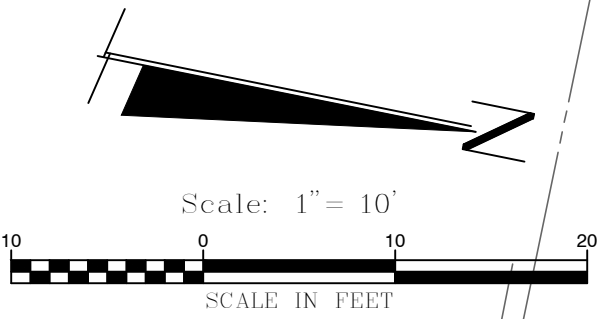
US HIGHWAY 27

PLAN MATCHLINE DD (STA: 10+82.91)

PLAN MATCHLINE EE (STA: 13+68.74)

PROFILE MATCHLINE AE (STA: 10+80.56)

PROFILE MATCHLINE AF (STA: 13+67.76)



THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH SECO TO SUPPORT POLES AS REQUIRED DURING CONSTRUCTION

EXISTING RIGHT OF WAY (TYP.)

EXISTING 8" FORCE MAIN (PLACED OUT OF SERVICE)

EXISTING EDGE OF PAVEMENT (TYP.)

PROPOSED 10" FORCE MAIN

EXISTING BURIED TELEPHONE LINES

EXISTING CTV LINE

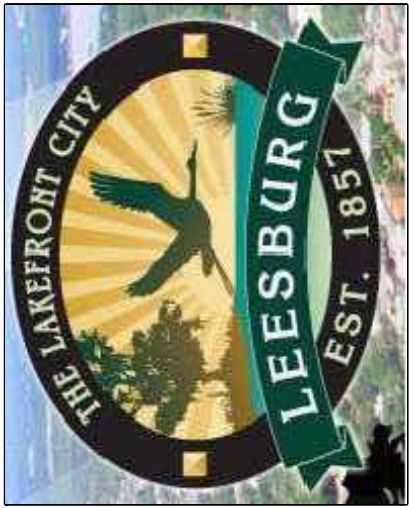
PROPOSED 10" FORCE MAIN

EXISTING GRADE

DATE	REVISION					
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CITY OF LEESBURG
LIFT STATION 70 FORCE MAIN
REPLACEMENT

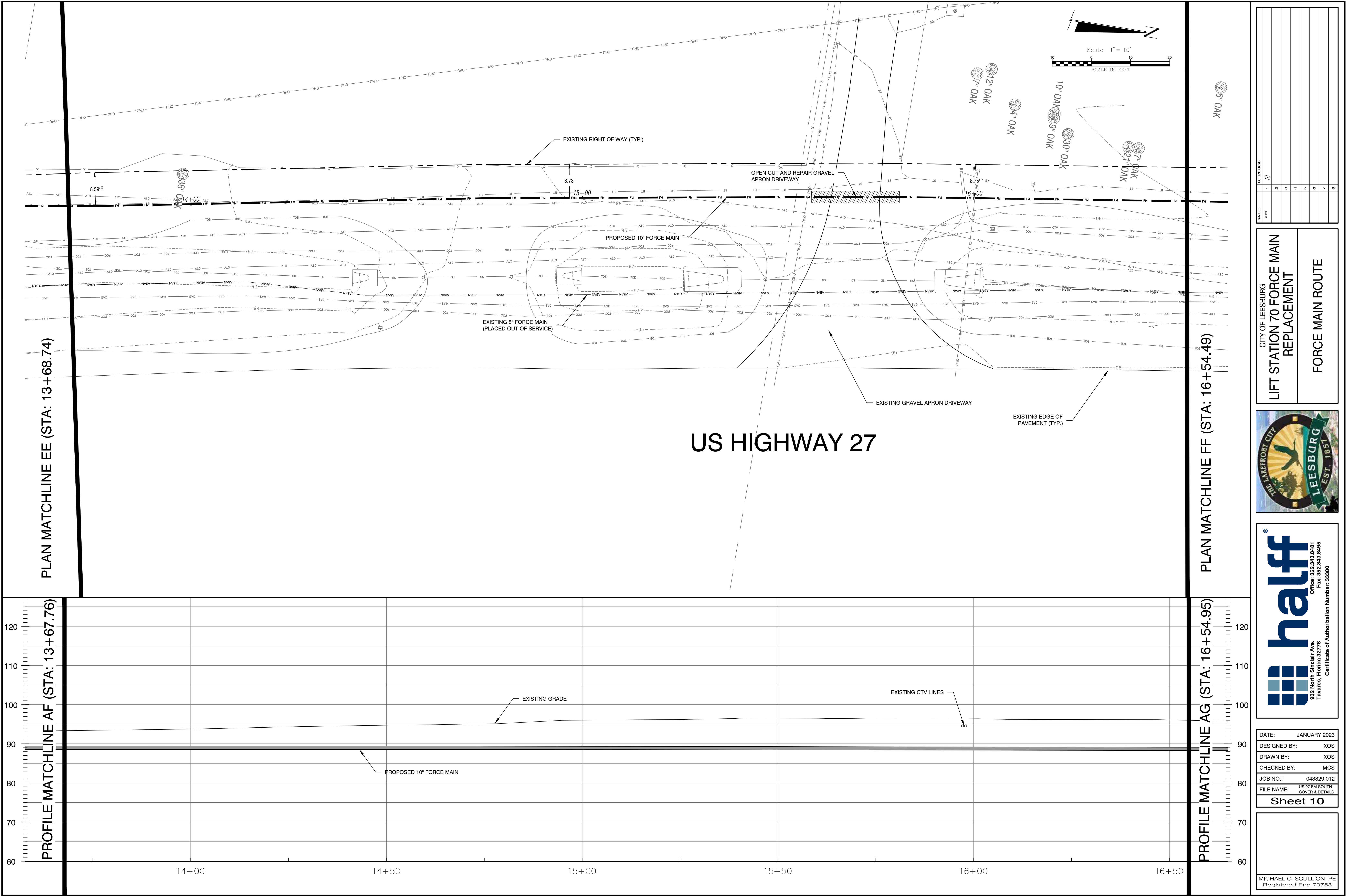
FORCE MAIN ROUTE



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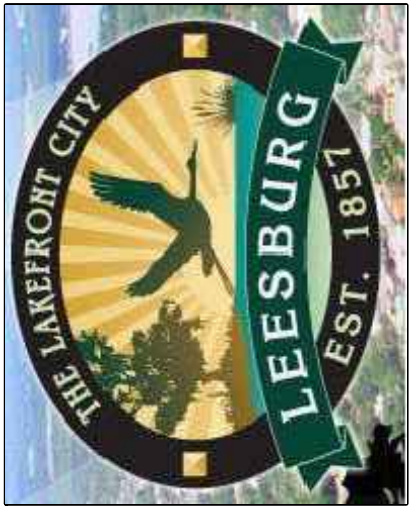
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Sheet 9	

MICHAEL C. SCULLION, PE
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CITY OF LEESBURG
LIFT STATION 70 FORCE MAIN
REPLACEMENT

FORCE MAIN ROUTE

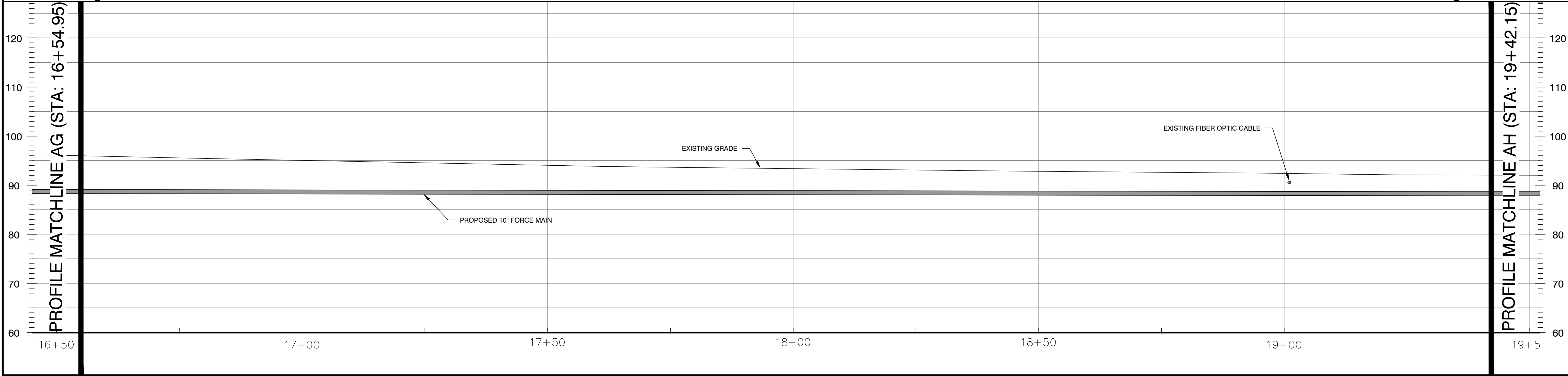
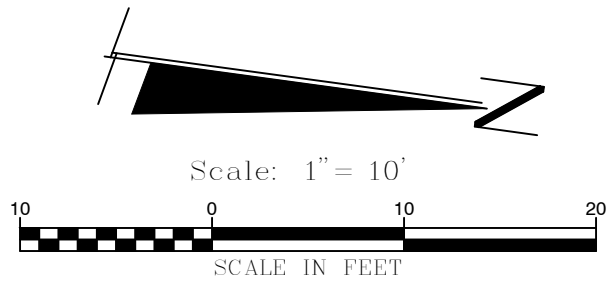
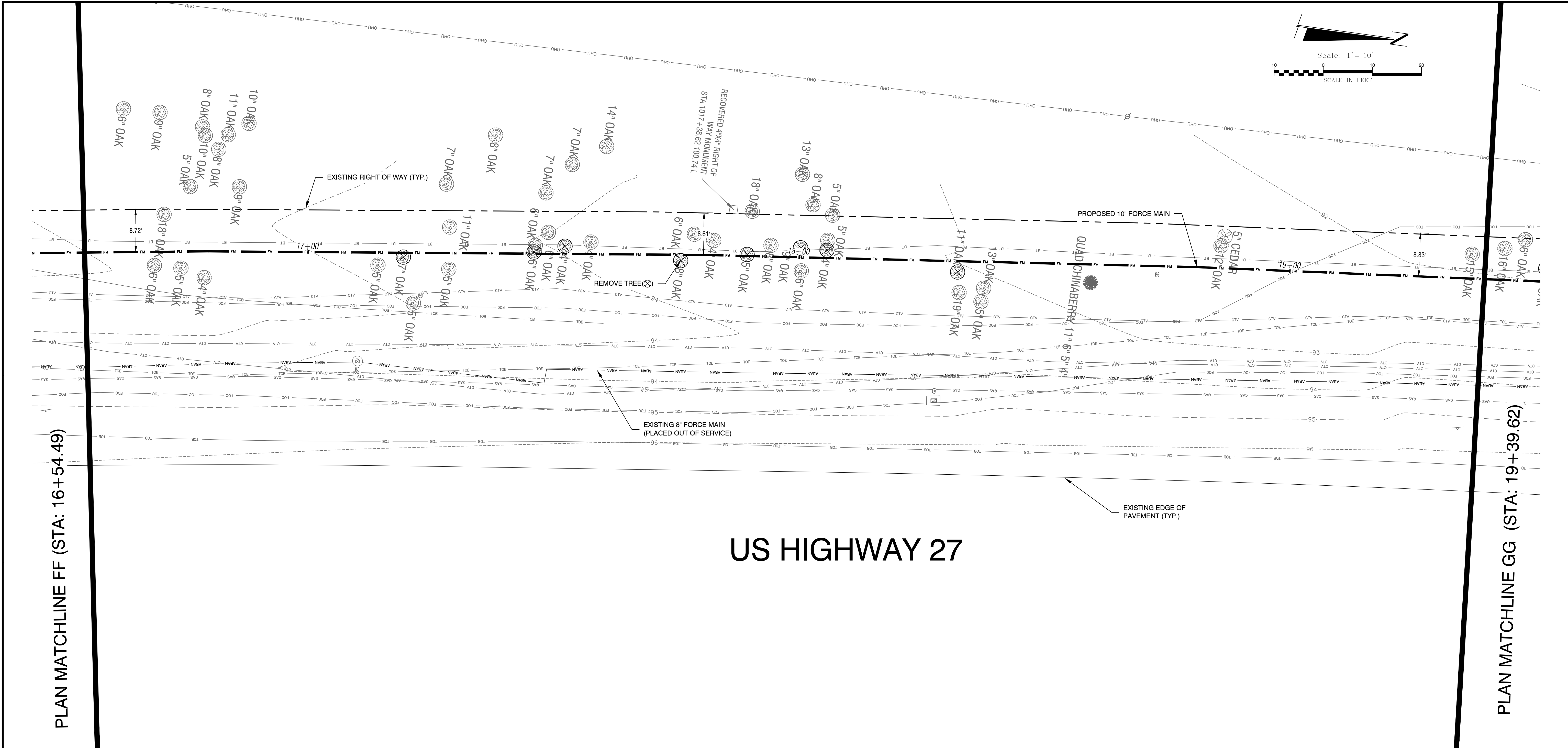


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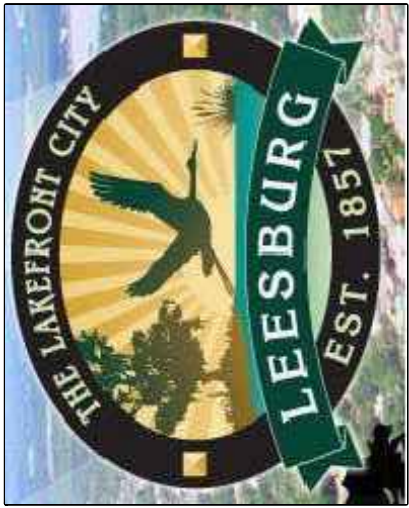
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Sheet 10	

MICHAEL C. SCULLION, PE
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DATE	REVISION										
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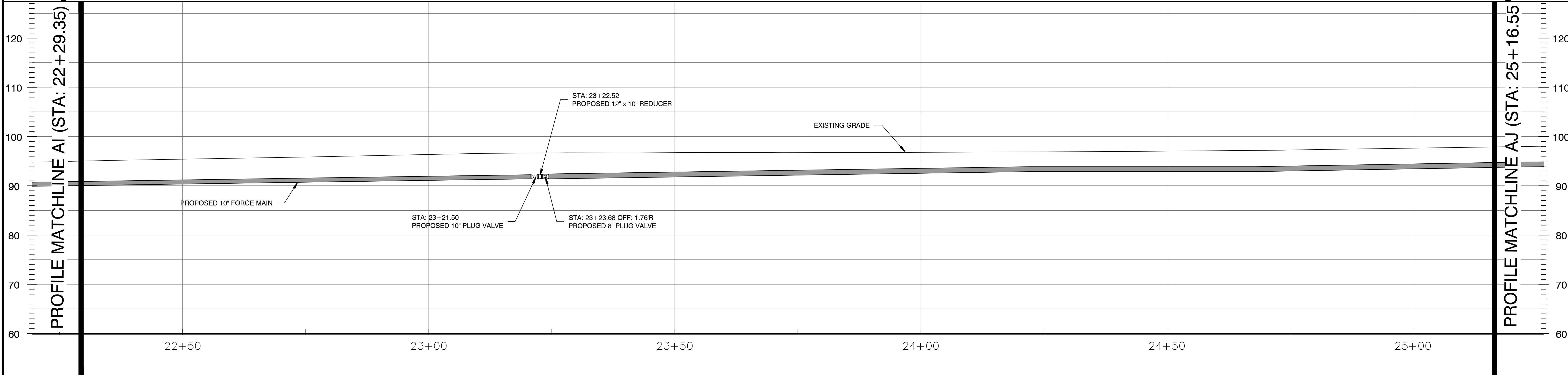
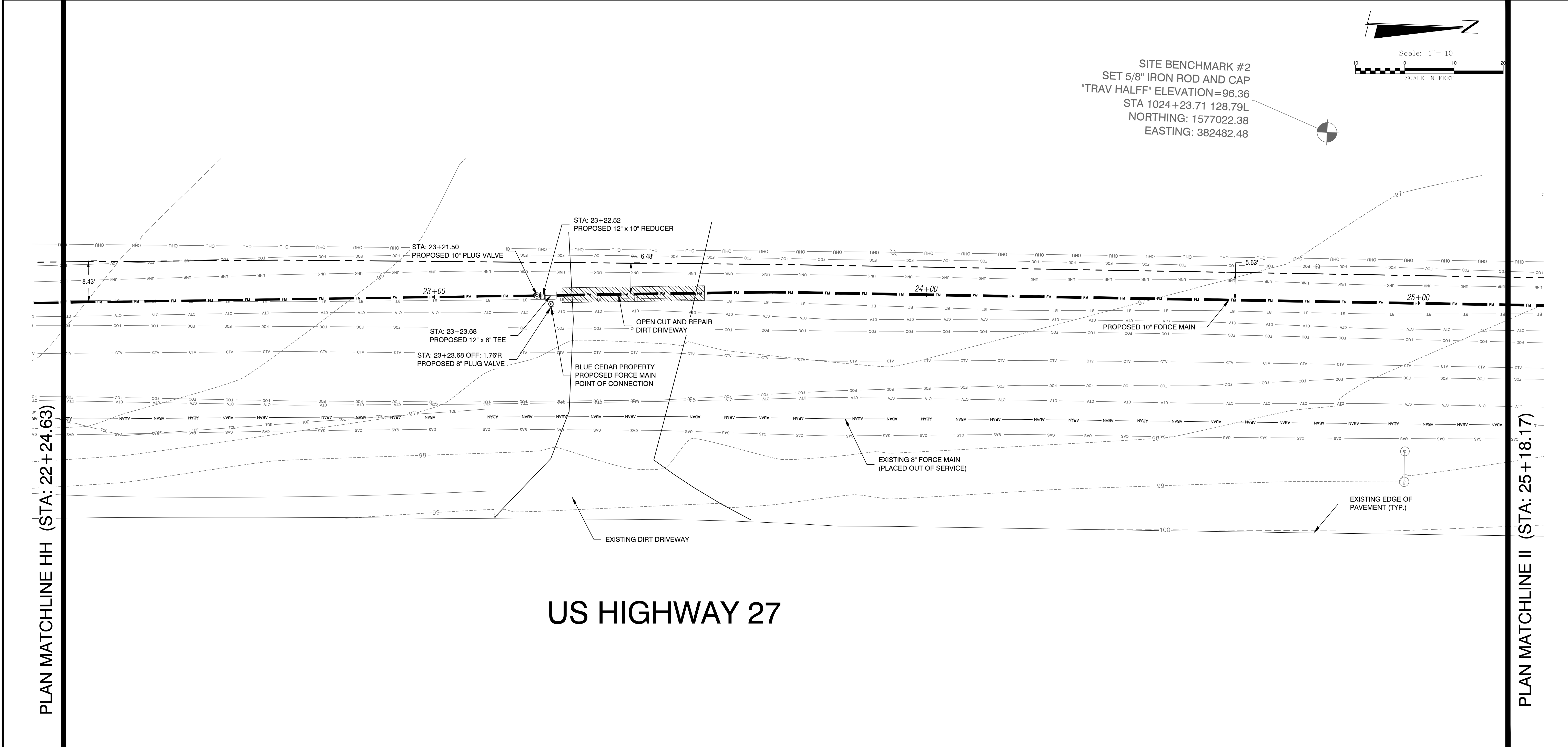
CITY OF LEEBURG
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Sheet 11	

MICHAEL C. SCULLION, PE
Registered Eng 70753

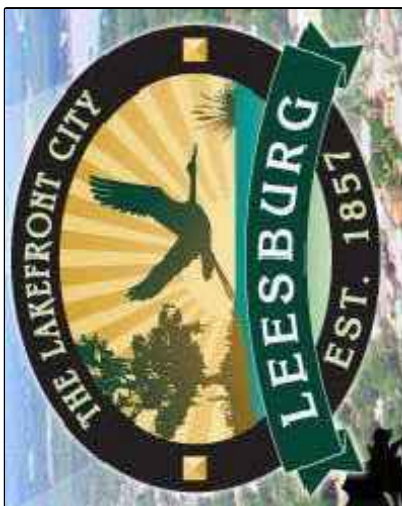


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CITY OF LEESBURG

LIFT STATION 70 FORCE MAIN REPLACEMENT

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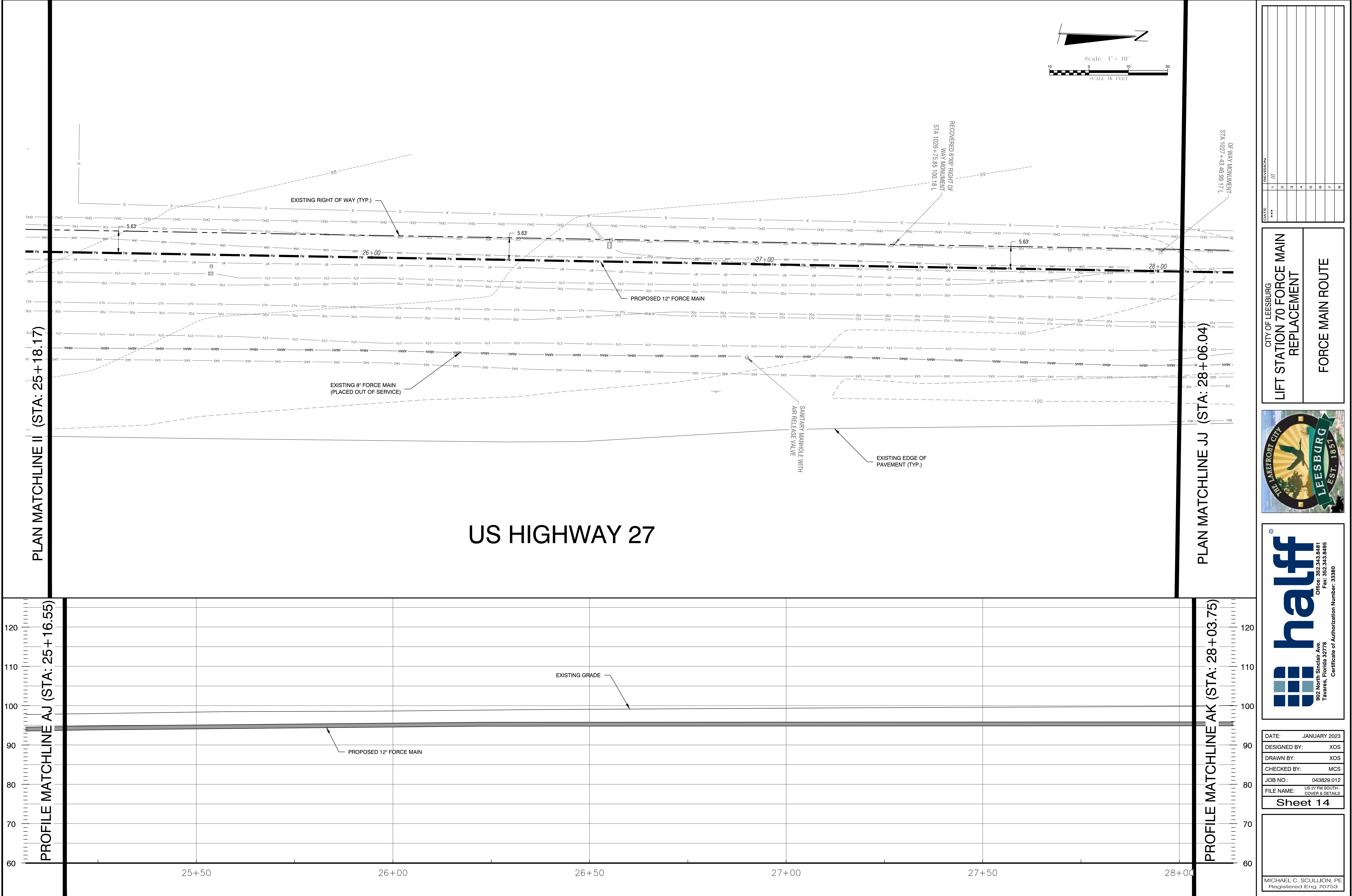


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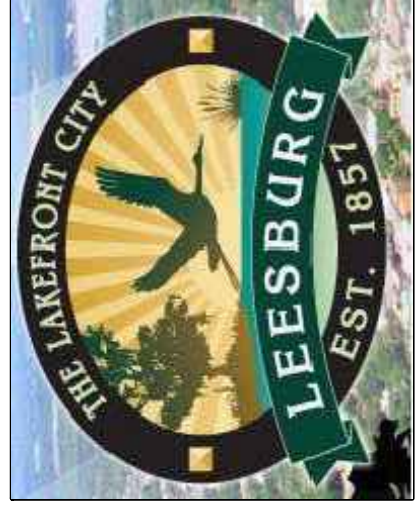
Sheet 13

MICHAEL C. SCULLION, PE
Registered Eng 70753



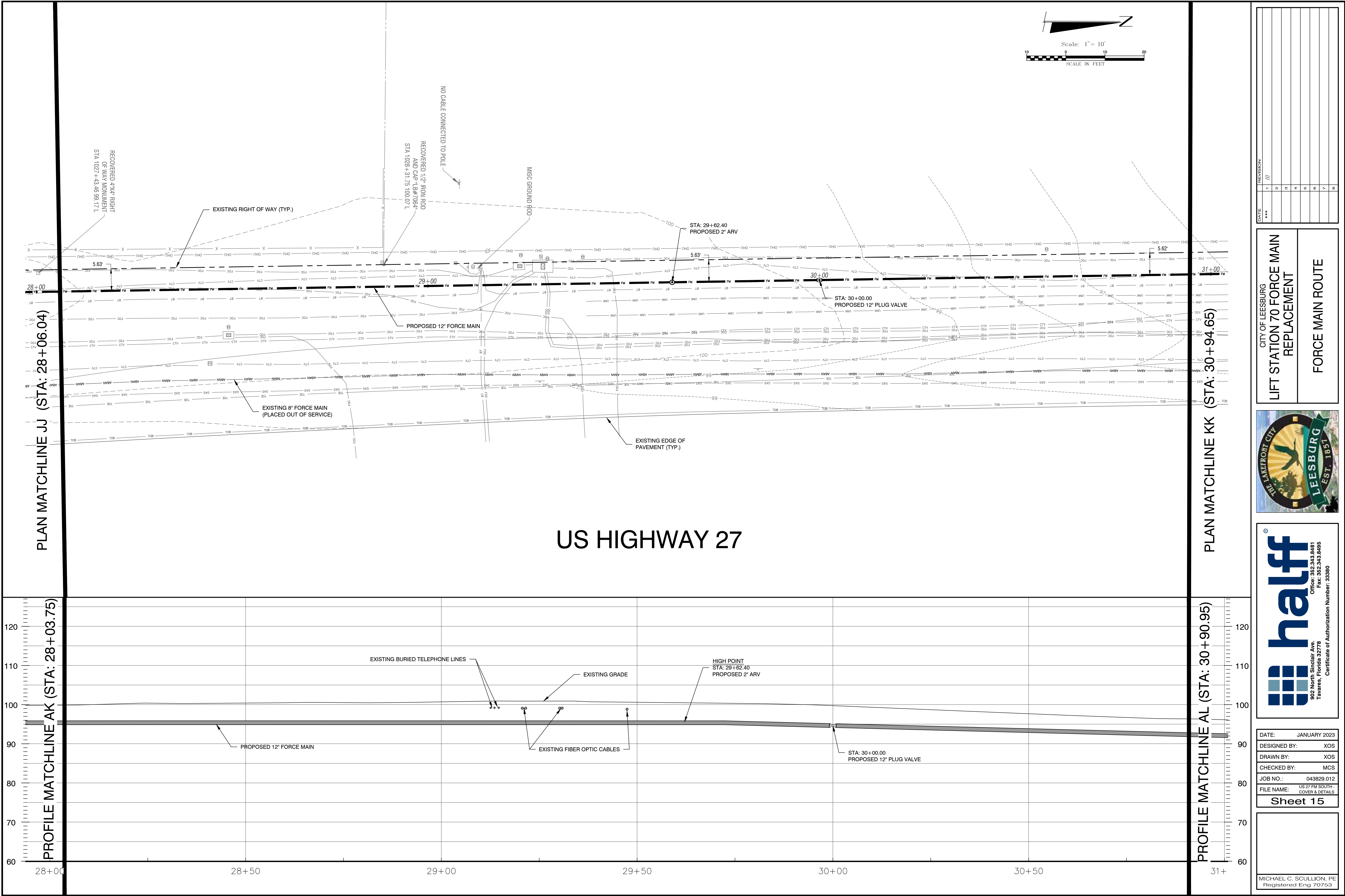
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CITY OF LEESBURG
LIFT STATION 70 FORCE MAIN
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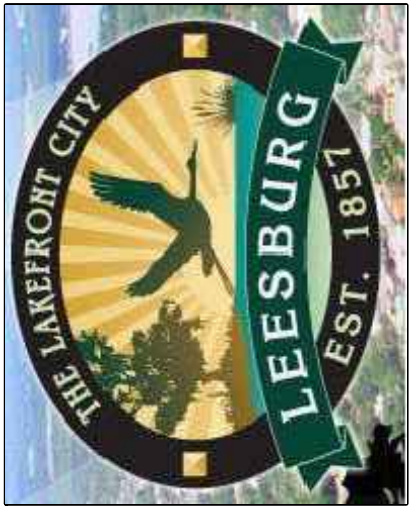
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Sheet 14	
MICHAEL C. SCULLION, PE Registered Eng 70753	



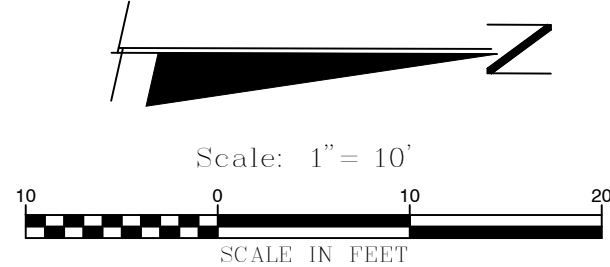
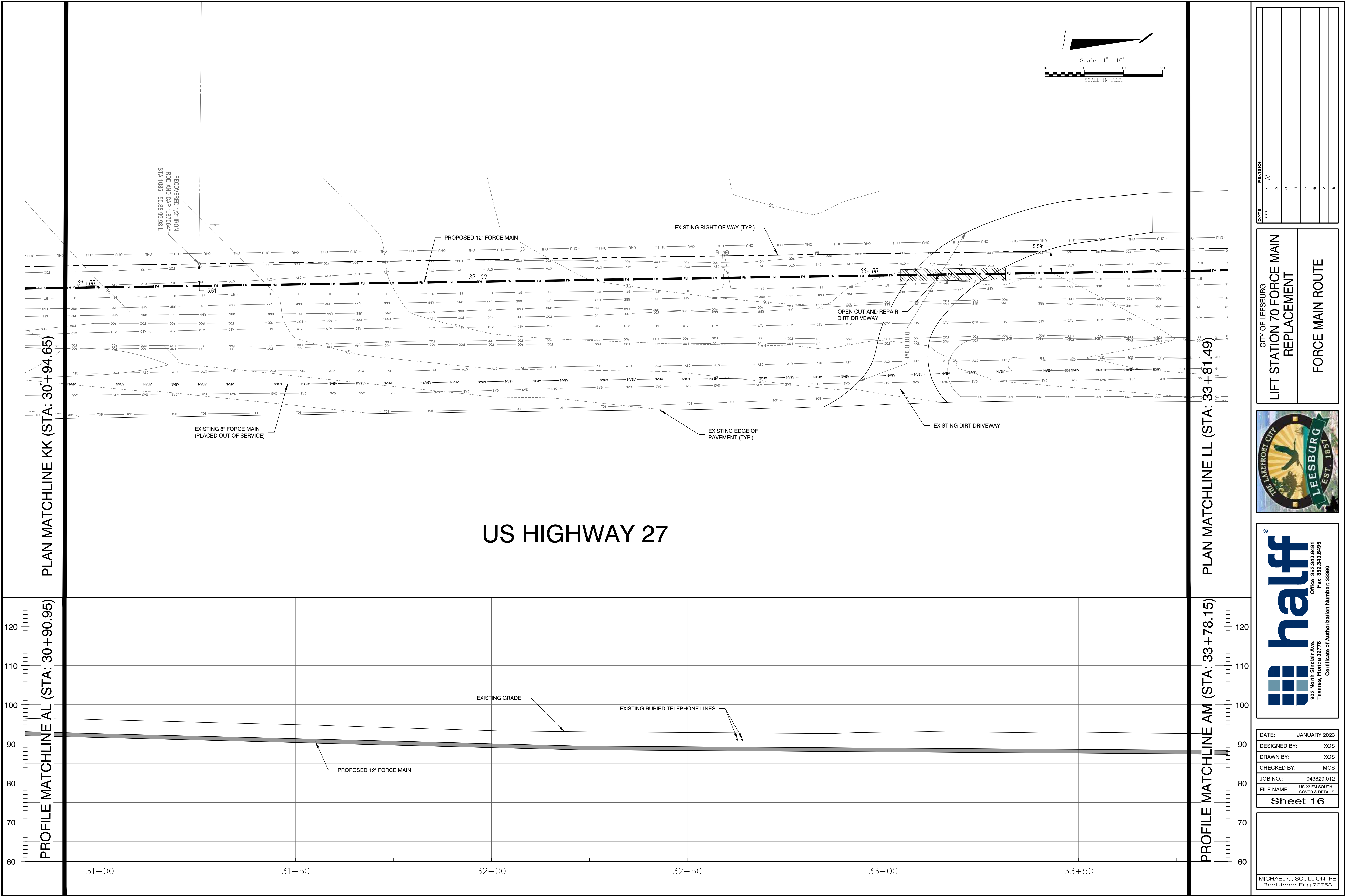
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Sheet 15
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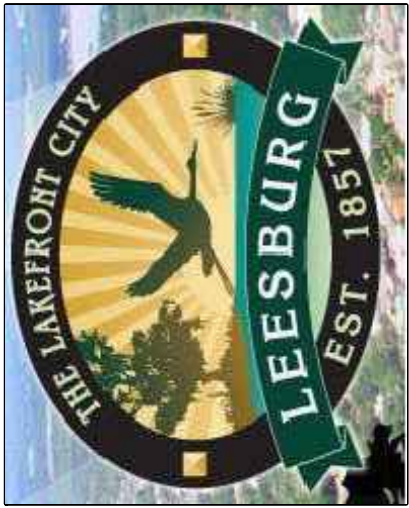


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CITY OF LEESBURG

LIFT STATION 70 FORCE MAIN REPLACEMENT

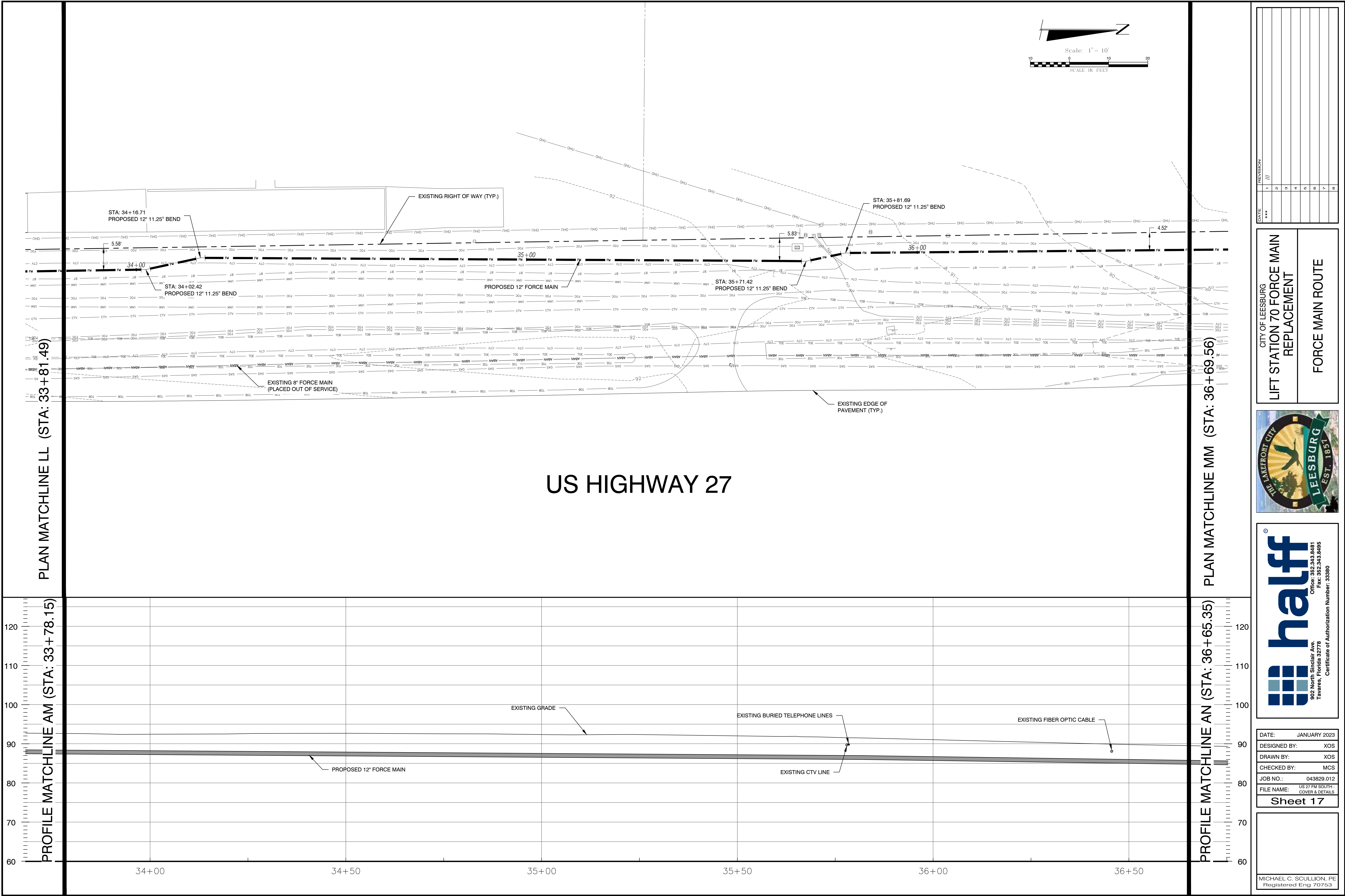
FORCE MAIN ROUTE



902 North Sinclair Ave.
Tavares, Florida 32778
Office: 352.343.8481
Fax: 352.343.8495
Certificate of Authorization Number: 33380

DATE:	JANUARY 2023
DESIGNED BY:	XOS
DRAWN BY:	XOS
CHECKED BY:	MCS
JOB NO.:	043829.012
FILE NAME:	US 27 FM SOUTH COVER & DETAILS
Sheet 16	

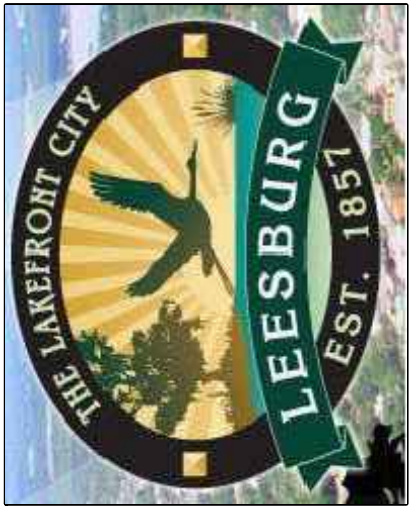
MICHAEL C. SCULLION, PE
Registered Eng 70753



REVISION		1	2	3	4	5	6	7	8
DATE	***								

CITY OF LEESBURG
LIFT STATION 70 FORCE MAIN
REPLACEMENT

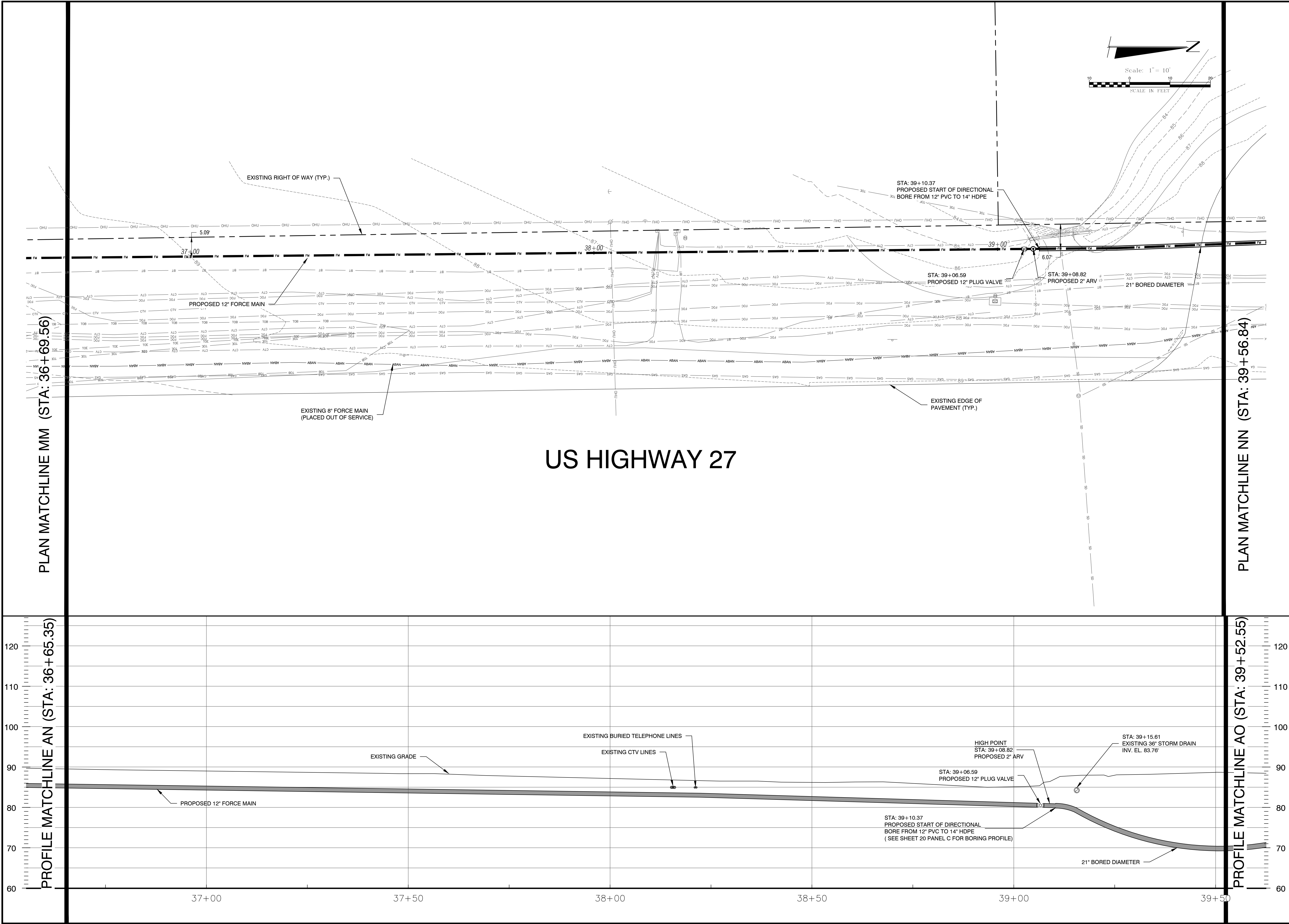
FORCE MAIN ROUTE



**half**
902 North Sinclair Ave.
Tavares, Florida 32778
Office: 352.343.8481
Fax: 352.343.8495
Certificate of Authorization Number: 33380

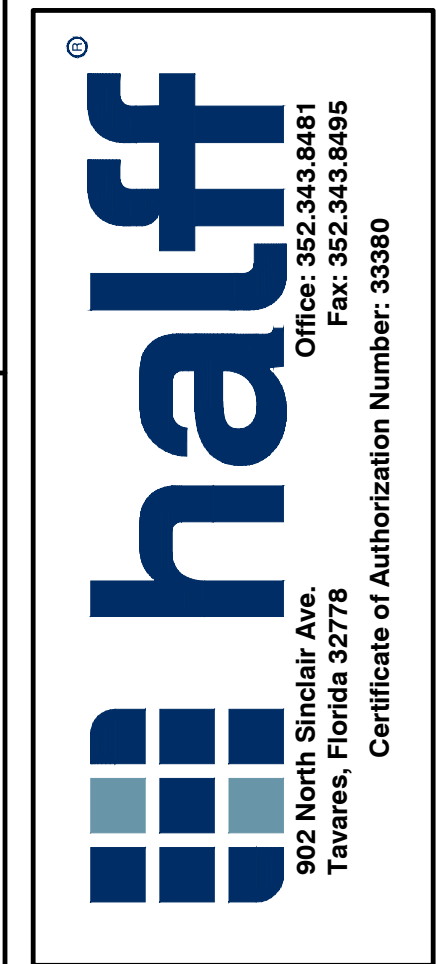
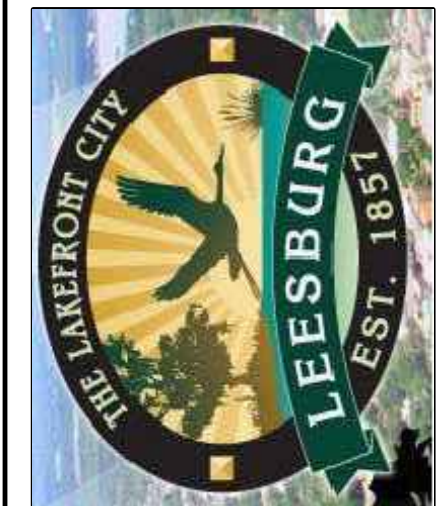
DATE:	JANUARY 2023
DESIGNED BY:	XOS
DRAWN BY:	XOS
CHECKED BY:	MCS
JOB NO.:	043829.012
FILE NAME:	US 27 FM SOUTH - COVER & DETAILS
Sheet 17	

MICHAEL C. SCULLION, PE
Registered Eng 70753



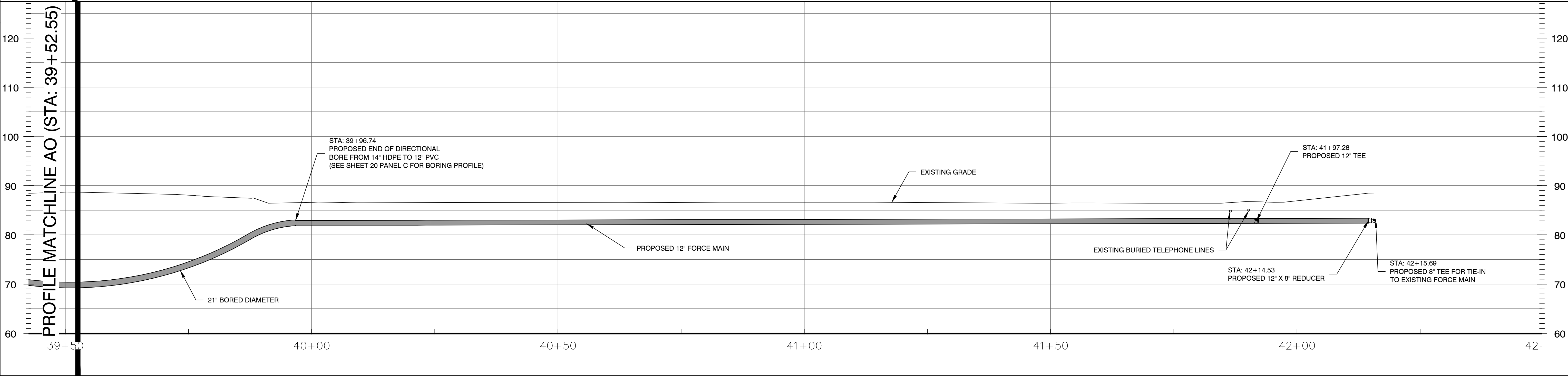
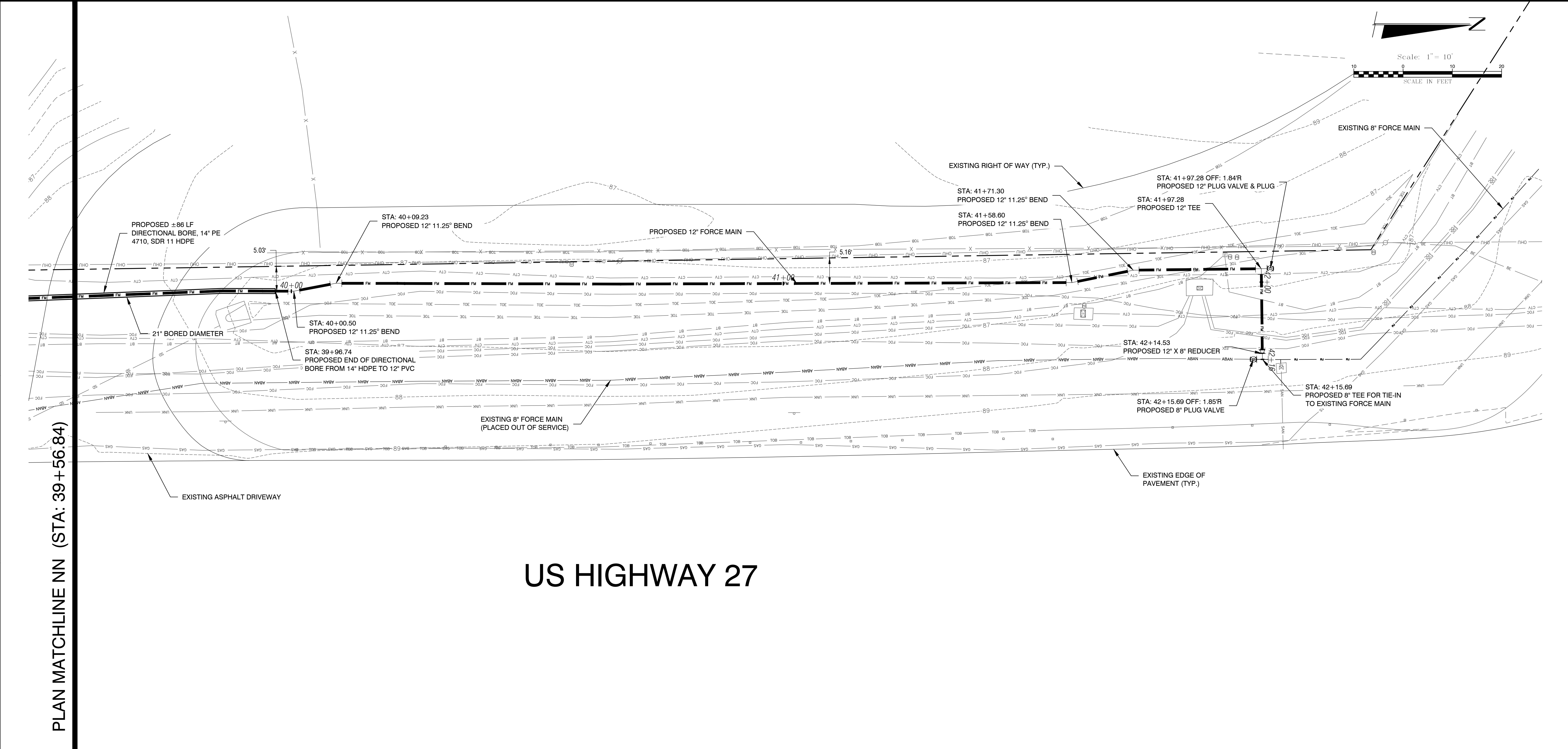
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CITY OF LEESBURG
LIFT STATION 70 FORCE MAIN
REPLACEMENT
FORCE MAIN ROUTE



DATE:	JANUARY 2023
DESIGNED BY:	XOS
DRAWN BY:	XOS
CHECKED BY:	MCS
JOB NO.:	043829.012
FILE NAME:	US 27 FM SOUTH COVER & DETAILS
Sheet 18	

MICHAEL C. SCULLION, PE
Registered Eng 70753



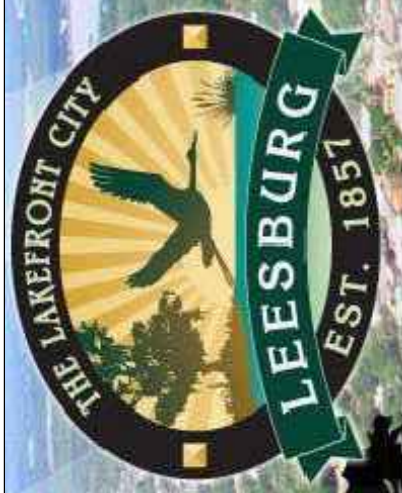
REVISION	
NO.	DESCRIPTION
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DATE	REVISION
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CITY OF LEESBURG

LIFT STATION 70 FORCE MAIN REPLACEMENT

FORCE MAIN ROUTE



LEE SBURG
EST. 1851



half

902 North Sinclair Ave.
Tavares, Florida 32778
Office: 352.343.8481
Fax: 352.343.8495
Certificate of Authorization Number: 33380

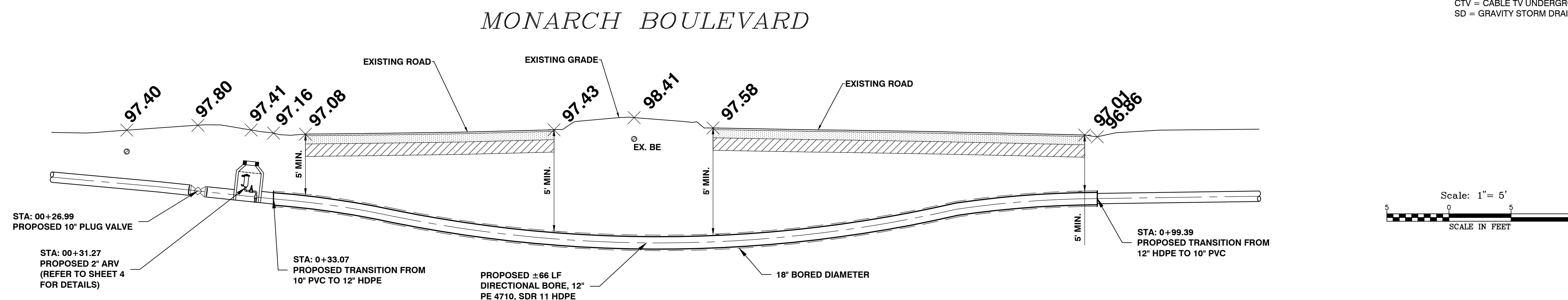
DATE:	JANUARY 2023
DESIGNED BY:	XOS
DRAWN BY:	XOS
CHECKED BY:	MCS
JOB NO.:	043829.012
FILE NAME:	US 27 FM SOUTH COVER & DETAILS

Sheet 19

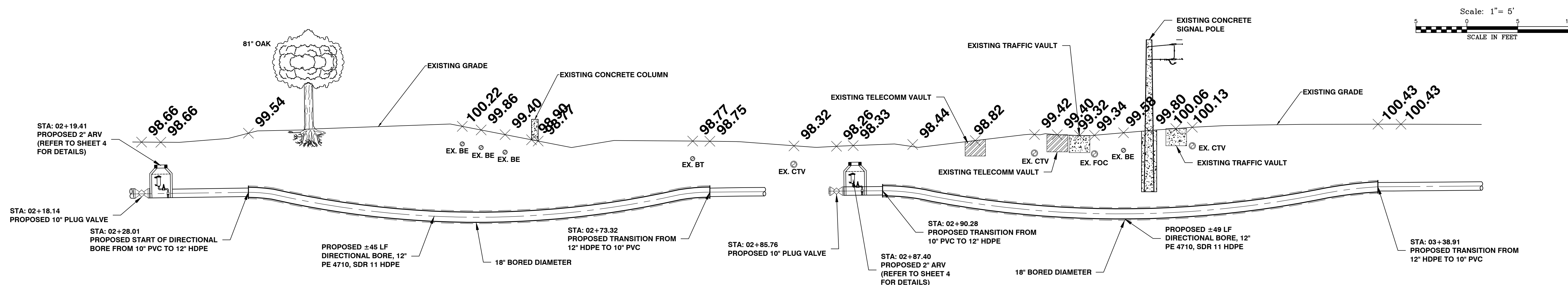
MICHAEL C. SCULLION, PE
Registered Eng 70753

1. ALL PIPE SHALL BE INSTALLED WITH A MINIMUM OF THREE (3) FEET OF COVER
2. CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
3. MAXIMUM BORED DIAMETER DETERMINED USING FDOT 2017 UTILITY ACCOMMODATION MANUAL (UAM) SECTION 3.16.9.1.
4. BENEATH ROADWAYS, BORE DEPTH SHALL BE A MINIMUM OF TEN (10) TIMES THE BORED DIAMETER TO THE TOP OF THE BORE OR TWO (2) FEET BELOW THE WATER TABLE TO THE TOP OF THE BORE AS STATED IN UAM SECTION 3.16.9.1.

LEGEND:
FOC = FIBER OPTIC CABLE
BE = BURIED ELECTRIC
BT = BURIED TELEPHONE
CTV = CABLE TV UNDERGROUND
SD = GRAVITY STORM DRAINAGE

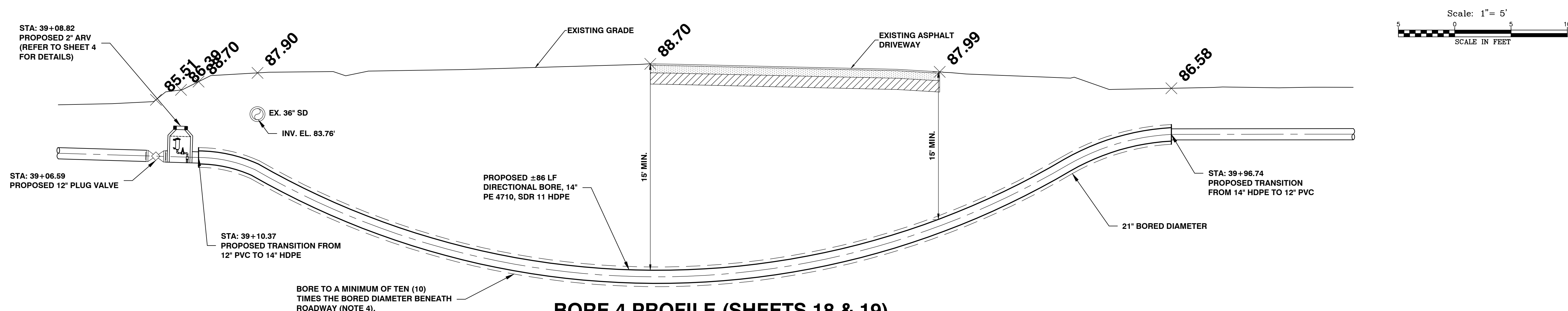


BORE 1 PROFILE (SHEET 5)

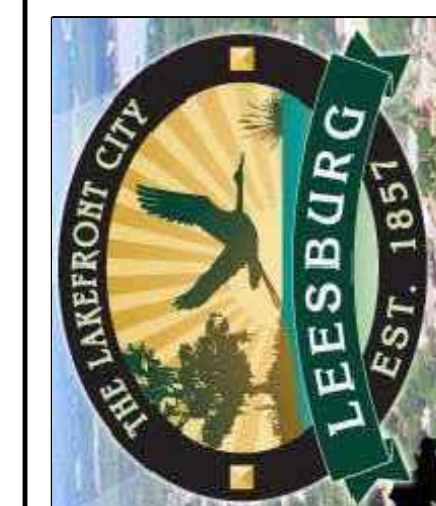


BORE 2 PROFILE (SHEET 6)

BORE 3 PROFILE (SHEET 6)



BORE 4 PROFILE (SHEETS 18 & 19)



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.4.

Meeting Date: November 13, 2023

From: Aaliyah Davis, (Purchasing Manager)

Subject: Purchase request by the Information Technology Department for desktop and laptop computers as part of the City's annual program for computer hardware replacement.

Staff Recommendation:

Staff recommends approval of the purchase request to Staples Technology for a total amount of \$80,171.15.

Analysis:

Each year the City Information Technology (IT) Department budgets for the replacement of some of the City's desktop and laptop computers. This is the first round of the annual replacement of those computers qualifying for replacement. The City operates on a 5-year replacement plan for the majority of the City's desktop and laptop computers.

Procurement Analysis:

The Procurement Division retrieved quotes based on the specifications provided by the IT Department in accordance with Florida Statute 119.0725. The responses were reviewed by staff and determined Staples as the lowest and most responsive in accordance with requirements and specifications. Summary provided below:

Staples Technology	\$80,171.15
vTECH io	\$90,304.64
Southern Computer Warehouse	\$139,372.07

Options:

1. Approve the purchase to Staples Technology for an amount of \$80,171.15; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Information Technology budget includes funds for this purchase.

Account No. 001-1633-513-5181

Requisition

55916

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: November 13, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Civic Organization Funding Agreements for Fiscal Year 2023-24 with Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Arts Festival, Inc. DBA Leesburg Center for the Arts, and Melon Patch Players, Inc.; and providing an effective date.

Staff Recommendation:

Staff recommends the execution of the agreements for fiscal year 2023-24 civic grant funding with the Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, and Melon Patch Players, Inc.

Analysis:

For Fiscal Year 2023-24, a total of \$25,050.00 was budgeted for the purpose of funding civic organizations. The following is a list of the organizations that have been considered for funding by the City Commission and the funding amounts:

- Community Development Corporation of Leesburg, Inc. - \$3,880.00
- Leesburg Area Chamber of Commerce - \$5,000.00
- Leesburg Art Festival DBA Leesburg Center for the Arts - \$10,670.00
- Melon Patch Players, Inc. - \$5,500.00

Procurement Analysis:

N/A

Options:

1. Approve execution of the agreements between the City of Leesburg and Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, and Melon Patch Players, Inc. for fiscal year 2023-24 civic grant funding; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current budget includes this civic funding which is paid out of the Solid Waste Fund.

Account No.	046-6088-534-8210
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Budget	\$25,050.00
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Available	\$25,050.00
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RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
CIVIC ORGANIZATION FUNDING AGREEMENTS FOR FISCAL YEAR 2023-
24 WITH COMMUNITY DEVELOPMENT CORPORATION OF LEESBURG,
INC., LEESBURG AREA CHAMBER OF COMMERCE, INC., LEESBURG
ARTS FESTIVAL, INC. DBA LEESBURG CENTER FOR THE ARTS, AND
MELON PATCH PLAYERS, INC.; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

WHEREAS, it is permissible for cities to make contributions to non-profit corporations where the contributions further a public purpose; and

WHEREAS, Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, and Melon Patch Players, Inc. are seeking contributions from the City of Leesburg to help provide a public service to City residents; and

WHEREAS, in the past there have been formal executed agreements between the City of Leesburg and agencies receiving such contributions; and

WHEREAS, the City of Leesburg desires to continue having such agreements with the various agencies which receive annual contributions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk of the City of Leesburg are hereby authorized and directed to execute the Civic Organization Funding Agreements between the City of Leesburg and each entity listed above for the amount listed in each contract.

THAT this resolution shall take effect immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida at a regular meeting held on the 13th day of November, 2023.

Mayor

ATTEST:

City Clerk

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Community Development Corporation of Leesburg, Inc., a not-for-profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **\$3,880.00** funding contribution in fiscal year 2023/2024. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2024. Agency shall list the City of Leesburg as a sponsor on all printed materials and press releases for the Leesburg Black Heritage Festival at no additional cost to the City.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide mentoring services and scholarship opportunities; promote diversity through participation in community projects including sponsorship of the Leesburg Black Heritage Festival.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Community Development Corporation of Leesburg, Inc.

By:  _____

Printed Name: John H. Christian

Title: President

Mailing Address: 314 S. Canal Street
Leesburg, Florida 34748

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and Leesburg Area Chamber of Commerce, Inc., a not-for-profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **\$5,000.00** funding contribution in fiscal year 2023/2024. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2024. Agency shall list the City of Leesburg as a sponsor on all Chamber events, provide tickets to the monthly Sunrise Breakfast for each commissioner and include City of Leesburg information on the "Navigate the Burg" app at no additional cost to the City.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide public relations and promotional information for activities in Leesburg; provide information to citizens, visitors and businesses about city facilities, services and recreational opportunities; provide opportunities for businesses to grow their business.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one-year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of

its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Leesburg Area Chamber of Commerce, Inc.

By: Sandi Moore

Printed Name: Sandi Moore

Title: CEO / President

Mailing Address: 600 Market Str.
Leesburg, FL 34748

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, a not-for-profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **\$10,670.00** funding contribution in fiscal year 2023/2024. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2024. Agency shall provide Patron Membership for each commission to the Leesburg Center for the Arts at no additional cost to the City.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Promote growth and vitality of the community by providing educational opportunities in the arts for all ages; provide cultural events for the community; provide a central location which attracts talented artists, artisans, musicians and audiences.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one-year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

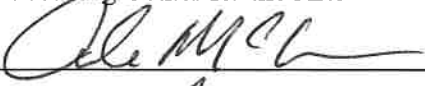
ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Leesburg Art Festival, Inc.
DBA Leesburg Center for the Arts

By: 

Printed Name: Amanda McLean

Title: Board Chair

Mailing Address: 429 N Magnolia St.

Leesburg FL 34748

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and Melon Patch Players, Inc., a not-for-profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **\$5,500.00** funding contribution in fiscal year 2023/2024. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2024. Agency shall list the City of Leesburg as a sponsor for two productions in the upcoming performance season at no additional cost to the City.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Enrich the culture of the City by providing quality community theatre productions several times each year.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Melon Patch Players, Inc.

By:  _____

Printed Name: Dustin S. Lavine

Title: Executive Director

Mailing Address: 311 W. 13th St
Leesburg, FL 34748

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: November 13, 2023

From: Robert Thilmony, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and TLC Hodges Reserve, LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Hodges Reserve Phase 1; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute a gas service agreement between the City of Leesburg and TLC Hodges Reserve, LLC.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to TLC Hodges Reserve, LLC, for the development known as Hodges Reserve Phase 1, pursuant to the terms of the Gas Service Agreement. The estimated cost of the infrastructure, which will be fully funded by the developer, is \$314,362.55.

Procurement Analysis:

N/A

Options:

1. Approve Resolution accepting and approving the Gas Service Agreement as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Developer will place construction funds totaling \$314,362.55 in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100

WF No. WF1527190 & 1527193

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND TLC HODGES RESERVE, LLC, FOR THE PURPOSE OF SETTING FORTH THE TERMS UNDER WHICH THE CITY WILL PROVIDE NATURAL GAS SERVICE TO THE DEVELOPMENT KNOWN AS HODGES RESERVE PHASE 1; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and TLC Hodges Reserve, LLC, whose address is 605 Commonwealth Avenue, Orlando, Florida 32803 for the purpose of setting forth the terms under which the City will provide natural gas services to the development known as Hodges Reserve Phase 1.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of November 2023.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2023 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as "City"), and TLC Hodges Reserve, LLC at 605 Commonwealth Avenue Orlando, Florida, 32803 (hereinafter jointly referred to as "Owner"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, Owner is the current owner of the following real property located in Leesburg, Lake County, Florida (the "Property"):

See Schedule "A" attached hereto

Parcel Identification Number(s): 31-20-25-0004-000-20400, 31-20-25-0004-000-02800,
31-20-25-0004-000-00900

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for "Hodges Reserve Phase 1" (the "Development"); and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas in connection with development of the Property; and

WHEREAS, the City has agreed to provide natural gas service to the Property under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Owner do agree as follows:

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the

Development is attached hereto as Exhibit "B" and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned one hundred sixty-three (163) units within the Development are equipped with:

A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or

B. A natural gas water heater, and natural gas stove, and natural gas dryer.

3. The Parties understand that the City is relying upon the assurances from Owner as the primary consideration for the execution of this Agreement.

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is Three Hundred Fourteen Thousand Three Hundred and Sixty - Two dollars and Fifty-Five cents (\$314,362.55). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract. If at any time the City reasonably anticipates that the cost of construction will exceed the original estimate, it shall notify Owner in writing as soon as practicable. In turn, Owner shall within 15 days of such notice, place into the escrow account an amount sufficient to cover the increased costs of the construction. If Owner fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Owner deposits the additional funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance

utilizing the natural gas shall be maintained by the Owner and Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of Owner and/or Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

8. The Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

9. The City shall bear responsibility for installing all gas piping and other gas infrastructure, up to and including the meters, necessary to supply the natural gas service reflected in this Agreement. Owner and City will share trench space, which will be dug by the Owner's water and or electric utility contractor at no charge to the City. Each unit within the Development will be individually metered.

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates

and on the same terms as those provided to other natural gas customers of the City within a comparable service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

11. Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

12. If the developer fails to pay the funds required under this Agreement or otherwise defaults under the terms of this agreement, the City is not obligated to install the natural gas infrastructure in the development, may discontinue installation and may terminate this Agreement. In addition, the City may suspend issuance of any and all permits for construction on the Property or within the Development until such time as Owner has paid the amount due and the natural gas service Agreement has been reinstated.

13. The Parties agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

14. The Parties understand and agree that this Agreement sets forth the entire understanding between the parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument, and the parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such

promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

15. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.

16. The Parties understand and agree that this Agreement may not be amended orally, by implication, by course of conduct, or in any manner other than by way of a written instrument approved by the Leesburg City Commission and duly executed by both parties hereto.

17. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date herein above written.

CITY OF LEESBURG

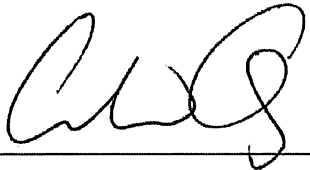
BY: _____
James A. Burry, Jr., Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

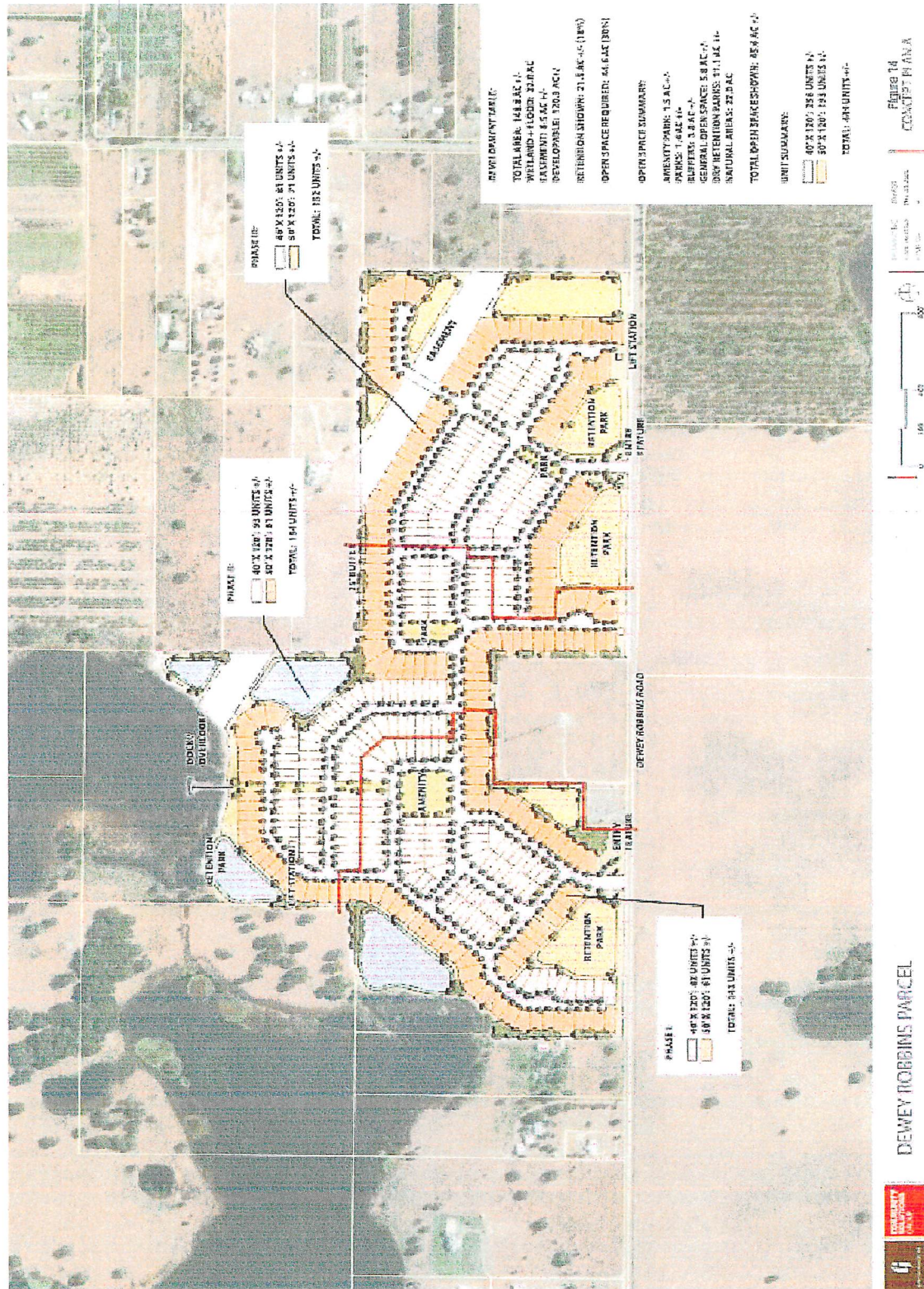
BY:  _____
TLC Hodges Reserve, LLC

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE RUN N 89°30'16" W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 894.51 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N 00°29'44" E, A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF DEWEY ROBBINS ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN N 89°30'16" W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1091.91 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN N 00°42'30" E ALONG SAID WEST LINE, A DISTANCE OF 1305.48 FEET TO A POINT ON THE NORTH LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID WEST LINE, RUN S 89°23'11" E ALONG SAID NORTH LINE, A DISTANCE OF 662.59 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE RUN N 00°43'14" E ALONG SAID WEST LINE, A DISTANCE OF 1329.32 FEET TO THE NORTH 1/4 CORNER OF SAID SOUTHEAST 1/4 OF SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN S 89°18'05" E ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1325.91 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN S 00°45'28" W ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, A DISTANCE OF 1368.07 FEET; THENCE DEPARTING SAID EAST LINE, RUN S 60°19'45" W, A DISTANCE OF 101.14 FEET; THENCE S 27°14'19" W, A DISTANCE OF 68.99 FEET; THENCE N 01°03'23" W, A DISTANCE OF 22.83 FEET; THENCE N 12°32'55" W, A DISTANCE OF 67.66 FEET; THENCE N 32°18'21" W, A DISTANCE OF 67.66 FEET; THENCE N 40°29'51" W, A DISTANCE OF 23.86 FEET; THENCE N 49°53'10" W, A DISTANCE OF 63.12 FEET; THENCE N 49°53'08" W, A DISTANCE OF 117.41 FEET; THENCE N 49°53'09" W, A DISTANCE OF 80.00 FEET; THENCE N 38°09'10" W, A DISTANCE OF 35.62 FEET; THENCE N 63°46'24" W, A DISTANCE OF 71.27 FEET; THENCE S 89°59'53" W, A DISTANCE OF 651.02 FEET; THENCE SOUTHERLY, 15.46 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 11°48'44" (CHORD BEARING S 05°54'22" W, 15.43 FEET); THENCE S 00°00'00" E, A DISTANCE OF 85.45 FEET; THENCE SOUTHEASTERLY, 31.42 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING S 45°00'00" E, 28.28 FEET); THENCE S 00°00'00" E, A DISTANCE OF 50.00 FEET; THENCE SOUTHWESTERLY, 31.42 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING S 45°00'00" W, 28.28 FEET); THENCE S 00°00'00" E, A DISTANCE OF 59.97 FEET; THENCE SOUTHERLY, 40.17 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 08°22'13" (CHORD BEARING S 04°11'07" W, 40.14 FEET); THENCE N 90°00'00" E, A

DISTANCE OF 565.94 FEET; THENCE S 49°53'09" E, A DISTANCE OF 198.17 FEET; THENCE S 00°00'00" E, A DISTANCE OF 282.31 FEET; THENCE N 90°00'00" W, A DISTANCE OF 100.00 FEET; THENCE S 00°00'00" E, A DISTANCE OF 50.00 FEET; THENCE N 90°00'00" W, A DISTANCE OF 18.44 FEET; THENCE S 00°00'00" E, A DISTANCE OF 146.59 FEET; THENCE N 89°27'21" W, A DISTANCE OF 142.62 FEET; THENCE S 00°44'21" W, A DISTANCE OF 428.99 FEET; THENCE N 89°30'16" W, A DISTANCE OF 233.41 FEET; THENCE S 00°29'44" W, A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 77.167 ACRES, MORE OR LESS.



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: November 13, 2023

From: Robert Thilmony, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and TLC Hodges Reserve, LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Hodges Reserve Phase 2; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute a gas service agreement between the City of Leesburg and TLC Hodges Reserve, LLC.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to TLC Hodges Reserve, LLC, for the development known as Hodges Reserve Phase 2, pursuant to the terms of the Gas Service Agreement. The estimated cost of the infrastructure, which will be fully funded by the developer, is \$240,206.78.

Procurement Analysis:

N/A

Options:

1. Approve Resolution accepting and approving the Gas Service Agreement presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Developer will place construction funds totaling \$240,206.78 in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100

WF No. WF1527192 & WF1527193

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND TLC HODGES RESERVE, LLC, FOR THE PURPOSE OF SETTING FORTH THE TERMS UNDER WHICH THE CITY WILL PROVIDE NATURAL GAS SERVICE TO THE DEVELOPMENT KNOWN AS HODGES RESERVE PHASE 2; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and TLC Hodges Reserve, LLC, whose address is 605 Commonwealth Avenue, Orlando, Florida 32803 for the purpose of setting forth the terms under which the City will provide natural gas services to the development known as Hodges Reserve Phase 1.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of November 2023.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as "City"), and TLC Hodges Reserve, LLC at 605 Commonwealth Avenue, Orlando, Florida 32803 (hereinafter jointly referred to as "Owner"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, Owner is the current owner of the following real property located in Leesburg, Lake County, Florida (the "Property"):

See Schedule "A" attached hereto

Parcel Identification Number(s): 31-20-25-0004-000-02400, 31-20-25-0004-000-02800,
31-20-25-0004-000-00900

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for "Hodges Reserve Phase 2" (the "Development"); and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas in connection with development of the Property; and

WHEREAS, the City has agreed to provide natural gas service to the Property under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Owner do agree as follows:

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the

Development is attached hereto as Exhibit "B" and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned one hundred forty two (142) units within the Development are equipped with:

A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or

B. A natural gas water heater, and natural gas stove, and natural gas dryer.

3. The Parties understand that the City is relying upon the assurances from Owner as the primary consideration for the execution of this Agreement.

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is Two Hundred Forty Thousand Two Hundred six dollars and Seventy Eight cents (\$240,206.78). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract. If at any time the City reasonably anticipates that the cost of construction will exceed the original estimate, it shall notify Owner in writing as soon as practicable. In turn, Owner shall within 15 days of such notice, place into the escrow account an amount sufficient to cover the increased costs of the construction. If Owner fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Owner deposits the additional funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance

utilizing the natural gas shall be maintained by the Owner and Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of Owner and/or Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

8. The Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

9. The City shall bear responsibility for installing all gas piping and other gas infrastructure, up to and including the meters, necessary to supply the natural gas service reflected in this Agreement. Owner and City will share trench space, which will be dug by the Owner's water and or electric utility contractor at no charge to the City. Each unit within the Development will be individually metered.

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates

and on the same terms as those provided to other natural gas customers of the City within a comparable service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

11. Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

12. If the developer fails to pay the funds required under this Agreement or otherwise defaults under the terms of this agreement, the City is not obligated to install the natural gas infrastructure in the development, may discontinue installation and may terminate this Agreement. In addition, the City may suspend issuance of any and all permits for construction on the Property or within the Development until such time as Owner has paid the amount due and the natural gas service Agreement has been reinstated.

13. The Parties agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

14. The Parties understand and agree that this Agreement sets forth the entire understanding between the parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument, and the parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such

promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

15. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.

16. The Parties understand and agree that this Agreement may not be amended orally, by implication, by course of conduct, or in any manner other than by way of a written instrument approved by the Leesburg City Commission and duly executed by both parties hereto.

17. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date herein above written.

CITY OF LEESBURG

BY: _____
James A. Burry, Jr., Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY: 

TLC Hodges Reserve, LLC

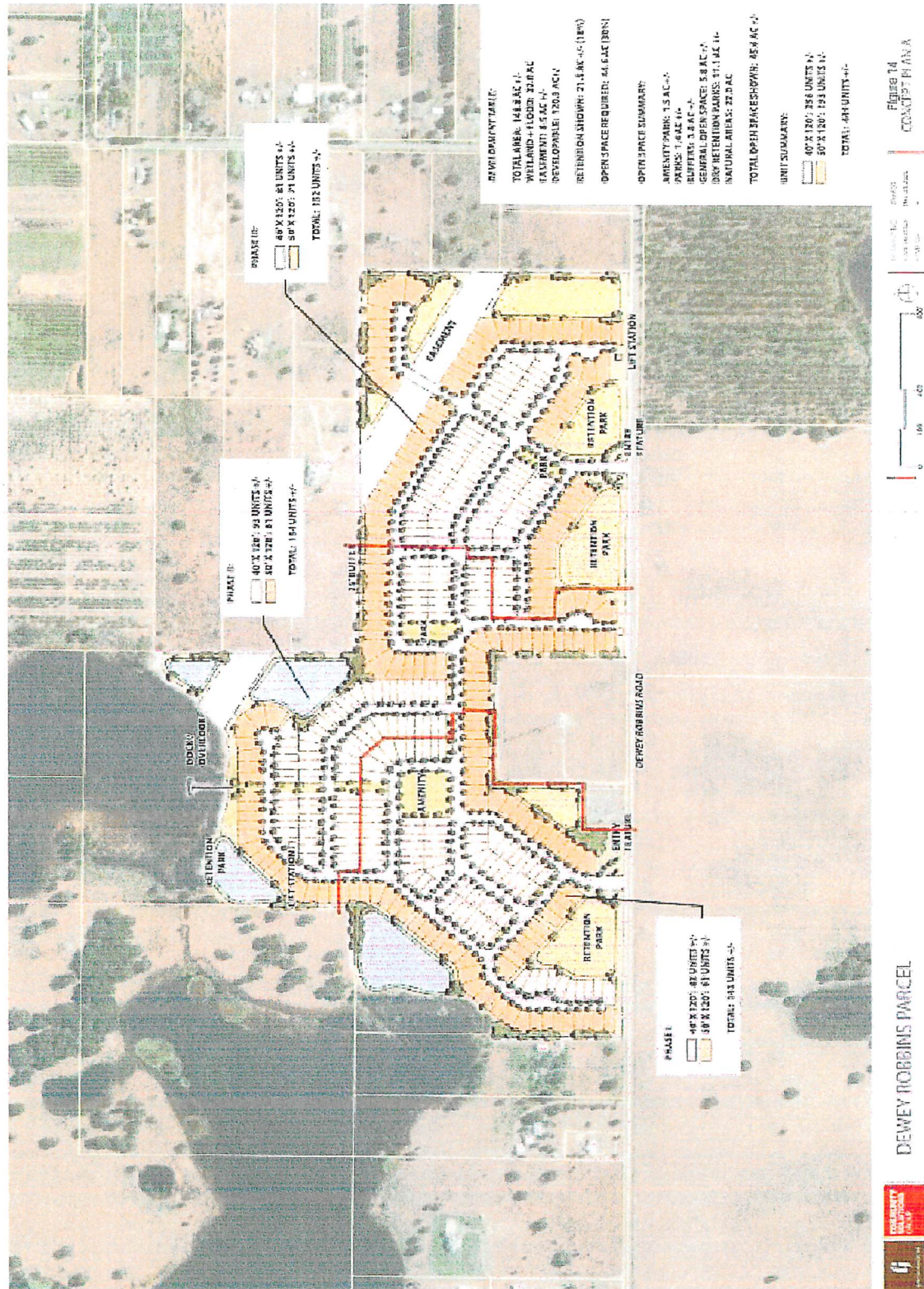
A PARCEL OF LAND LYING IN SECTIONS 31 AND 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE RUN N 00°45'28" E ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 663.44 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN N 89°27'21" W, A DISTANCE OF 519.69 FEET; THENCE N 00°00'00" E, A DISTANCE OF 146.59 FEET; THENCE S 90°00'00" E, A DISTANCE OF 18.44 FEET; THENCE N 00°00'00" E, A DISTANCE OF 50.00 FEET; THENCE S 90°00'00" E, A DISTANCE OF 100.00 FEET; THENCE N 00°00'00" E, A DISTANCE OF 282.31 FEET; THENCE N 49°53'09" W, A DISTANCE OF 198.17 FEET; THENCE N 90°00'00" W, A DISTANCE OF 565.94 FEET; THENCE NORTHERLY, 40.17 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 08°22'13" (CHORD BEARING N 04°11'07" E, 40.14 FEET); THENCE N 00°00'00" E, A DISTANCE OF 59.97 FEET; THENCE NORTHEASTERLY, 31.42 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N 45°00'00" E, 28.28 FEET); THENCE N 00°00'00" W, A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY, 31.42 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N 45°00'00" W, 28.28 FEET); THENCE N 00°00'00" E, A DISTANCE OF 85.45 FEET; THENCE NORTHERLY, 15.46 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 11°48'44" (CHORD BEARING N 05°54'22" E, 15.43 FEET); THENCE N 90°00'00" E, A DISTANCE OF 651.01 FEET; THENCE S 63°47'29" E, A DISTANCE OF 71.27 FEET; THENCE S 38°09'10" E, A DISTANCE OF 35.62 FEET; THENCE S 49°53'09" E, A DISTANCE OF 80.00 FEET; THENCE S 49°53'08" E, A DISTANCE OF 117.41 FEET; THENCE S 49°53'10" E, A DISTANCE OF 63.12 FEET; THENCE S 40°29'51" E, A DISTANCE OF 23.86 FEET; THENCE S 32°18'21" E, A DISTANCE OF 67.66 FEET; THENCE S 12°32'55" E, A DISTANCE OF 67.66 FEET; THENCE S 01°03'23" E, A DISTANCE OF 22.83 FEET; THENCE N 27°14'19" E, A DISTANCE OF 68.99 FEET; THENCE N 60°19'45" E, A DISTANCE OF 101.14 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 31; THENCE ALONG SAID EAST LINE, RUN N 00°45'28" E, A DISTANCE OF 41.20 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE RUN S 89°33'32" E ALONG THE SOUTH LINE OF NORTH 1/2 OF SOUTHWEST 1/4 OF SAID SECTION 32, A DISTANCE OF 1276.29 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S 30°26'32" W, A DISTANCE OF 396.29 FEET; THENCE S 59°33'28" E, A DISTANCE OF 22.35 FEET; THENCE S 30°26'32" W, A DISTANCE OF 50.00 FEET; THENCE WESTERLY, 31.42 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING S 75°26'32" W, 28.28 FEET); THENCE S 30°26'32" W, A DISTANCE OF 202.00 FEET; THENCE SOUTHERLY, 31.42 FEET ALONG THE ARC OF A TANGENT

CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING S 14°33'28" E, 28.28 FEET); THENCE S 30°26'32" W, A DISTANCE OF 50.00 FEET; THENCE WESTERLY, 31.42 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING S 75°26'32" W, 28.28 FEET); THENCE N 59°33'28" W, A DISTANCE OF 50.00 FEET; THENCE S 30°26'32" W, A DISTANCE OF 100.50 FEET; THENCE N 59°33'28" W, A DISTANCE OF 92.24 FEET; THENCE WESTERLY, 183.04 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 344.50 FEET AND A CENTRAL ANGLE OF 30°26'32" (CHORD BEARING N 74°46'44" W, 180.89 FEET); THENCE N 90°00'00" W, A DISTANCE OF 359.41 FEET; THENCE N 00°00'00" W, A DISTANCE OF 100.00 FEET; THENCE N 90°00'00" W, A DISTANCE OF 50.00 FEET; THENCE S 00°00'00" W, A DISTANCE OF 100.00 FEET; THENCE N 90°00'00" W, A DISTANCE OF 120.00 FEET; THENCE S 38°47'07" W, A DISTANCE OF 40.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 27.939 ACRES, MORE OR LESS.

CONCEPTUAL SITE PLAN



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: November 13, 2023

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Renewal to the lease agreement between the City of Leesburg and Kids Central, Inc.; and providing an effective date.

Staff Recommendation:

Staff recommends renewal of the lease with Kids Central, Inc., for office space at the Leesburg Resource Center for a term expiring on October 8, 2026.

Analysis:

Kids Central provides a valuable service to the community and has been a great partner for the Leesburg Resource Center.

Procurement Analysis:

N/A

Options:

1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
RENEWAL TO THE LEASE AGREEMENT BETWEEN THE CITY OF
LEESBURG AND KIDS CENTRAL, INC.; AND PROVIDING AN EFFECTIVE
DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute the lease agreement with Kids Central, Inc., for a term expiring on October 8, 2026.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of November, 2023.

Mayor

ATTEST:

City Clerk

LEASE AGREEMENT

THIS LEASE entered into on the 25th day of October 2023,
between **THE CITY OF LEESBURG, FLORIDA**, hereafter referred to as
"LESSOR", and Kids Central, Incorporated, hereafter referred to as "LESSEE,"

WITNESSETH:

Lessor hereby leases to Lessee, and Lessee leases from Lessor, the premises described as the "Leesburg Resource Center having a street address of 1041 County Road 468, Suite TBD, Leesburg, Florida, together with all driveways and parking areas appurtenant thereto, under the terms and conditions set forth below:

1. TERM. The term of this Lease shall be for a period of 3 years, commencing as of October 9, 2023 and ending at midnight on the last day of October 8, 2026. Lessee may have access to the premises prior to the commencement of the term in order to conduct tenant preparations for move in. During that time, all terms, conditions and covenants of this Lease shall apply to Lessee's use and occupancy of the premises and all activities carried out by Lessee there, with the sole exception that no rent shall be due. **Either party may terminate this Lease without penalty by providing the non-canceling party with 30 days written notice.**

2. RENT. In lieu of monthly rent payments, Lessee shall provide the following services as described in Addendum A.

3. USE. The premises shall be used only for office, small manufacturing and industrial uses, to the extent permitted by applicable zoning codes, and no other use shall be made of the premises without the prior, written consent of Lessor. The Lessee

shall make no unlawful or offensive use of the premises, nor shall any activity be carried on at the premises which constitutes a nuisance to surrounding property.

Lessee shall not allow the production, use, handling or storage, of illegal, dangerous or toxic chemicals or substances, machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building or property in the reasonable opinion of Lessor. Lessee shall clean up any environmental contamination on the property which is determined to be the result of Lessee's use and occupation thereof, and shall indemnify Lessor against all claims for damages or other relief, plus attorney's fees and costs, due to Lessee's improper or unlawful production, use, handling, storage, or disposal of any hazardous or toxic wastes or substances, as such may be defined from time to time by any local, State or Federal agency. Lessee shall be responsible for the acts and behavior of its officers and employees, licensees, invitees, agents, clients, customers and anyone else on Lessee's premises. Likewise, Lessor shall indemnify Lessee against all claims for damages or other relief, plus attorney's fees and costs, due to Lessor's improper or unlawful production, use, handling, storage, or disposal of any hazardous or toxic wastes or substances, as such may be defined from time to time by any local, State or Federal agency. Lessor, shall be responsible for the acts and behavior of its officers and employees, licensees, invitees, agents, clients, customers and anyone else on the property if this is a joint space of business.

4. DEPOSIT. No deposit is required.

Upon any default by Lessee under this lease, Lessor may at its sole option recover any damages resulting from such default directly from Lessee.

5. UTILITIES. Utilities serving the premises, such as telephone and other telecommunications or data transmission services, shall be secured and paid for by Lessee, who shall hold Lessor harmless from any loss or damage, including attorney's fees, arising out of failure by Lessee to pay all utility charges when due.

6. TAXES. Not Applicable

7. INSURANCE. Lessor will insure the building against damage by fire and other casualty, but this insurance will cover the structure only and all proceeds thereof shall be the sole property of Lessor. Lessee is responsible for insuring its own personal property on the premises. In addition, Lessee shall at its expense procure, and maintain in force throughout the term, the following policies of insurance:

- A. Public liability insurance against any and all claims and demands resulting from injuries received in connection with Lessee's occupancy of the premises, with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit coverage for damages incurred or claimed for death or bodily injury, or for damages to property, with Lessor shown on the policy as an additional insured. The amount of insurance which Lessee is required to carry under this sub-paragraph shall not be construed as a limitation on the damages owed by Lessee to Lessor in the event of a covered incident, and if judgment is entered against Lessor as a result of a covered incident which exceeds the amount of insurance Lessee is required to carry, Lessee shall be responsible for the difference and pay it immediately to Lessor.
- B. Workers' Compensation Insurance, providing coverage against injury to Lessee's employees on the premises, as required by law.
- C. Any other policies of insurance or special endorsements which Lessor may reasonably request from time to time due to changes in circumstances, or to any special risks arising out of Lessee's operations.

The original of each such policy of insurance, or a complete duplicate, shall be delivered to Lessor by Lessee prior to occupancy of the premises by Lessee, together with evidence that the premiums have been paid. Each policy shall contain a provision that it may not be canceled for any reason without thirty (30) days prior, written notice being given to Lessor by the insurer. All policies shall be issued by insurers of recognized responsibility, which are licensed to do business in Florida, with at least an "A" rating by A.M. Best.

8. MAINTENANCE.

Lessor shall maintain the roof and shall repair any major structural defects not caused by the negligent or deliberate acts of Lessee, its agents, servants, or employees. Lessee shall repair any major structural defects or damages caused by the negligent or deliberate acts of Lessee, its agents, servants, or employees. Lessor shall conduct all maintenance on the exterior of the building structure, the plumbing, the interior of the building, the electrical system, the grounds on the exterior of the building, and the driveways and parking lot, but shall not repair any damages caused by the negligent or deliberate acts of Lessee, its agents, servants or employees, or any independent contractors retained by Lessee. The premises shall be returned to Lessor at the end of this Lease in as a good a condition, or better, as existed when Lessee took possession, ordinary wear and tear excepted. Nothing in this paragraph shall apply to damage by fire or other casualty.

9. **FIRE EQUIPMENT.** Lessor shall provide and maintain, at Lessor's sole expense, approved fire protection devices adequate for each room of leased premises

in accordance with the City of Leesburg fire safety codes and requirements. Proof of said compliance and regular inspections of the fire safety equipment shall be provided upon request.

10. ENTRY AND INSPECTION. At any reasonable time, during normal business hours and with not less than 1-hour prior notice, Lessor may enter the leased premises personally or through a designated agent and conduct an inspection to determine if Lessee is complying with the terms of this lease. If such inspection reveals deficiencies, Lessor may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring Lessee into compliance, and recover the costs thereof either from the deposit, or from Lessee, in which case the costs shall be considered additional rent due immediately from Lessee; failure by Lessee to pay these sums shall be grounds for termination of this lease.

Lessor may show the premises during the 60 days prior to termination of this lease, to prospective tenants, during business hours on reasonable notice to Lessee. Reasonable notice for the purpose of showing the leased premises to prospective tenants shall be not less than 48 hours prior notice.

11. ADDITIONAL RENT. Not Applicable

12. ALTERATIONS AND IMPROVEMENTS. No alterations or improvements to the premises shall be made by Lessee, nor shall any signs be erected, unless Lessor has reviewed the plans and specifications and given its written consent before commencement of any such work. Subject to the prior approval of Lessor as to design and content, which may not be withheld unreasonably, Lessee may erect adequate

signage on the premises without payment of additional rent, "adequate" being defined by reference to other facilities of similar size and usage in the general area. Lessor may require Lessee to remove any unauthorized signs, alterations, or improvements, and to return the premises to their original condition, and if Lessee fails or refuses to do so then Lessor may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and statutory performance and payment bonds shall be secured. At the end of the term or upon any earlier termination of this lease, all alterations and improvements which are affixed or attached to the premises in such a manner that they cannot be removed without damage to the premises, shall become the property of Lessor and shall not be removed by Lessee, other than trade fixtures which may be removed provided that Lessee repairs all damage to the premises caused by such removal and restores the area damaged to a condition comparable to the remainder of the premises.

13. **LIENS.** The Lessee shall not have the power or authority to subject the Lessor's interest in the premises to mechanics', laborers' or materialmen's liens of any kind against Lessor's interest during this Lease. If such a lien is filed, Lessee shall cause the premises to be released therefrom within five (5) days of written demand by Lessor, either by payment in full, or by posting of bond which by law releases Lessor's interest from the legal effect of such lien. Prior to commencing work, Lessee shall obtain from any contractor, subcontractor, laborer or materialmen performing work or providing materials for the premises, a waiver of lien whereby such person

specifies that he or she will not impose any lien or claim against the real property by reason of the work done or materials provided. Any such work shall be done only under written contract and Lessor shall have the opportunity to approve such contract before work commences.

14. REPRESENTATIONS OF LESSOR. In order to induce Lessee to enter into this lease, the Lessor has made the following representations and no others:

- A. Lessor has good title to the premises, and the right to enter into this Lease without the joinder or consent of any other person or entity;
- B. So long as Lessee performs all the covenants and agreements of this lease, Lessee shall have quiet and undisturbed possession of the premises.

15. REPRESENTATIONS OF LESSEE. In order to induce Lessor to enter into this Lease, the Lessee has made the following representations, and no others:

- A. Lessee has inspected the premises and found them to be fit for its intended purposes.
- B. Lessee has assured itself that the zoning of the premises will permit the intended use, will not violate any zoning or land use rules during occupancy, and will obtain and keep in force all licenses and permits required for the operation of Lessee's business at the premises. Although Lessor is also the governmental body with land use authority over the leased premises, nothing in this Lease shall be construed as binding on Lessor in that capacity and Lessor is not hereby contracting away its lawful authority to regulate land use or any other aspect of the Lessee's operations under Lessor's applicable codes and ordinances as now in effect or as hereafter amended.
- C. Lessee is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever.
- D. Lessee will perform and abide by each and every term, covenant and agreement of this lease.

E. **EXCEPT FOR ANY WARRANTIES SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OF ANY NATURE CONCERNING THE PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, AND WHETHER OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ARE WAIVED BY LESSEE, AND DISCLAIMED BY LESSOR, AND LESSEE AGREES TO ACCEPT THE PREMISES IN "AS-IS" CONDITION.**

F. If Lessee is not a natural person, then Lessee warrants that it is duly formed and validly existing under state law and local ordinances, and that all things required by law or by Lessee's governing documents, necessary to the execution of this lease have been accomplished, and the person signing this lease is authorized to bind Lessee.

16. INDEMNITY. The Lessor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend and hold harmless the Lessee and their officers, agents and employees, from suits, actions, damages and costs of every name and description, including all attorney's fees alleged to be caused by any alleged act or omission of the Lessor, its employees, partners or subcontractors. The Lessee shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify, defend and hold harmless the Lessor and their officers agents and employees from suits, actions, damages and costs of every name and description, including all attorney's fees alleged to be caused by any alleged act or omission of the Lessee, its employees, partners or subcontractors.

17. DAMAGE BY LESSEE OR BY FIRE AND CASUALTY. In the event the

premises are damaged by fire or other casualty, the cost to repair which exceeds 35% of the appraised value of the property, as shown on the most recent ad valorem tax rolls, Lessor shall have the option to repair the premises or to terminate this Lease. If the damage does not exceed the above threshold, Lessor shall repair the damage, and the rent due hereunder shall abate until repairs are completed, by the proportion by which the damage prevents Lessee's use of the premises. If Lessor repairs the premises, the insurance proceeds on Lessor's policy shall be used to pay the cost of the repairs; otherwise, those proceeds shall be paid to Lessor. If the premises are damaged by the intentional or negligent acts or omissions of Lessee or any of its agents, servants, employees or guests, then Lessor may repair such damage and restore the premises to their original condition without notice to or consent by Lessee, and recover the entire cost of the repair from Lessee immediately, together with any lost rent and other consequential damages suffered by Lessor as a result of the intentional or negligent acts of the Lessee, its agents, servants, employees or guests.

18. **BANKRUPTCY.** This lease shall be terminated immediately, without notice to Lessee, in the event Lessee or any surety of Lessee on this lease become bankrupt, or files any proceedings as debtor, or takes or has taken against it any action or proceeding in bankruptcy or insolvency, or for reorganization or appointment of a trustee of all or a portion of Lessee's or the surety's property; or if Lessee or any surety makes an assignment for the benefit of creditors.

19. **NO WAIVER.** No failure by Lessor to exercise any remedy available to it in the event of a breach of this lease by Lessee shall be deemed a waiver of any

subsequent breach, whether of the same or a different provision of this lease, nor shall it be considered a justification of any subsequent breach by Lessee. Acceptance of rent/services by Lessor at any time when Lessee is in default shall not be construed as a waiver of such default, or of Lessor's right to terminate this lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if Lessee is in default and Lessor accepts rent during the continuance of such default or fails promptly to avail itself of its remedies for such default, this shall not constitute a waiver of such default, but Lessor may at any time, if such default continues, terminate this lease on account thereof.

20. **DEFAULT.** In the event of a default by Lessee, which default continues longer than thirty (30) days after the giving of written notice to Lessee by Lessor demanding that the default be cured, Lessor may terminate this lease and resume possession of the premises immediately, and recover from Lessee liquidated damages as specified below, or at its option Lessor may take such action and expend such sums as may be necessary to cure the default, and recover the cost to cure from Lessee. However, if the default is of a nature that it is not reasonable to expect Lessee to cure the default within thirty days, and if after receipt of written notification from Lessor of the default, Lessee promptly commences proceedings to cure the alleged default, and diligently continues those efforts without undue delay, then Lessor shall not be entitled to enter the Premises and expel Lessee therefrom, nor exercise any other remedy which Lessor may otherwise have on account of such default.

Upon termination of this lease, Lessee shall surrender the premises peaceably to Lessor immediately, and if Lessee fails to do so it shall be deemed guilty of unlawful detainer of the premises and be subject to remedies provided for that violation. This lease shall be considered terminated immediately upon the giving to Lessee by Lessor of written notice of termination. Liquidated damages of \$75.00 per day shall be paid by Lessee for each day or portion thereof that Lessee fails to surrender possession of the premises to Lessor in accordance with this lease, after termination or expiration hereof. In any event, in addition to recovery of possession and liquidated damages, Lessor shall also recover all special damages, costs and attorney's fees incurred by it as a result of the default by Lessee. Lessee agrees that it would be impossible to compute the general damages suffered by Lessor should Lessee default, that it is therefore proper to provide for liquidated damages, and that the amount of liquidated damages set forth herein is reasonable and does not constitute a penalty or forfeiture.

21. REMEDIES CUMULATIVE. Lessor's remedies under this lease are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which Lessor may have, and the exercise of one right or remedy shall not impair Lessor's standing to exercise any other right or remedy.

22. ARREARAGES. Not applicable

23. ASSIGNMENT & SUBLEASING. This lease may not be assigned by Lessee, nor may Lessee sublet the premises either in whole or in part, without prior written permission from Lessor, which may not be withheld unreasonably so long as no default exists hereunder, provided that no change in use is made and the assignment

will not violate any other agreements by Lessor. Lessor shall not be required to consent to any sublease or assignment whatsoever as long as any default by Lessee remains in existence. If this lease is assigned to any person or entity pursuant to the provision of Title 11, U.S.C. (the Bankruptcy Code), any and all consideration payable or otherwise to be delivered in connection with any such assignment shall be paid and delivered to Lessor, to be and remain the exclusive property of Lessor and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any such consideration not paid or delivered to Lessor as provided above shall be held in trust by the recipient for the benefit of Lessor and shall be promptly paid and delivered to Lessor. Any assignee under the Bankruptcy Code shall be deemed, by having received such assignment and without further act or deed, to have assumed all of the obligations of Lessee arising under this lease, from and after the date of such assignment. Upon demand by Lessor, any such assignee shall execute and deliver to Lessor an instrument confirming such assumption.

24. **MEMORANDUM.** Lessor may, at its option, record a memorandum of this lease in the Public Records of Lake County, Florida, so as to alert third parties of the nature and duration of Lessee's interests in the premises.

25. **ESTOPPEL CERTIFICATE.** At any time, upon request by Lessor, the Lessee agrees to execute a certificate stating:

- A. That no default exists at the time on the part of Lessor, or setting forth the nature of the default if one does exist;
- B. The termination date of this lease;

- C. That Lessee's interest is inferior and subordinate to the lien of any mortgage now encumbering Lessor's interest in the premises, or hereafter executed by Lessor.

26. RELATIONSHIP OF PARTIES. Nothing in this Lease shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than landlord and tenant. Lessee agrees that it shall not challenge the fee title of Lessor in the premises or claim any interest superior thereto.

27. COSTS AND FEES. In the event it is necessary for Lessor to employ counsel to enforce the obligations of Lessee hereunder, the Lessee shall reimburse Lessor for reasonable attorney's fees so incurred, whether or not suit is filed; and if a legal action is commenced by either party, then at the conclusion of such action the prevailing party shall be entitled to recover its reasonable costs and attorneys fees, in addition to any other relief granted.

28. GOVERNING LAW. This lease shall be applied and construed in accordance with the Laws of Florida. Venue for any action hereunder shall be in Lake County, Florida. The courts of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this lease.

29. SOVEREIGN IMMUNITY. Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement, shall be construed or interpreted as a waiver by the Lessor of any right, privilege or immunity, whether in contract or tort, that the Lessor may enjoy under the constitution and laws of the State of Florida, including the limitations of liability set forth in Section 768.28, Florida Statutes, as it now or may hereafter exist. Nothing in this Agreement shall

require the Lessor to indemnify the Lessee for the Lessee's negligence. Any provision in this Agreement whereby the Lessor agrees to indemnify any person shall be limited to the amounts of the sovereign immunity waivers for tort claims set out at Section 768.28, Florida Statutes.

30. **NOTICES.** Any notice required by this lease shall be in writing and shall be either delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this lease, any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective three days after the date of postmark, any notice hand delivered shall be deemed effective upon delivery, and any notice sent by overnight courier shall be deemed effective on the next business day following the date on which the properly addressed notice is placed into the hands of the courier service for transmittal, and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

A. To Lessor at the address specified for payment of rent.

B. To Lessee by mailing or delivery to Lessee at the leased premises, with a copy to Tenants address (1041 County Road 468 Suite TBD, Leesburg, Florida 34748 and 901 Industrial Drive, Suite 200, Wildwood Florida 34785).

30. **CONSTRUCTION.** Any word in this lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this lease in any manner.

31. **NATURE OF AGREEMENT.** This lease sets forth the entire agreement of the parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this lease and to have been extinguished to the extent not set forth specifically herein. The execution of this lease has not been induced by either party by any representations, promises or understandings not expressed herein, and there are no collateral agreements, promises or undertakings whatsoever in any way touching on the subject matter of this lease which are not expressly contained herein. This lease may not be amended orally, by waiver or course of conduct, or in any manner whatsoever, other than by written instrument signed by all parties hereto, including Guarantors.

32. **BINDING EFFECT.** This lease shall be binding on, and inure to the benefit of, not only Lessor and Lessee, but also their respective successors and assigns.

33. **CONDEMNATION.** In the event all or any portion of the building is taken by eminent domain, or is conveyed under threat of such proceedings, all compensation resulting therefrom shall be the property of Lessor and Lessee hereby assigns to Lessor any interest Lessee may otherwise have in such award. Lessee shall execute any documentation required to achieve this result. In the event of a total taking, this lease shall terminate. In the event of a partial taking, Lessor may elect either to

terminate this lease or to repair and restore the remaining portion of the premises at its own expense, and keep this lease in force.

34. SEVERABILITY. If any provision hereof is declared invalid or unenforceable, it shall be severed here from and the remainder of the lease shall continue in full force as if executed originally without the invalid portion.

35. ADA COMPLIANCE. Except as provided below, if during the term any alterations or improvements to the premises are required in order to comply with the Americans With Disabilities Act, such improvements shall be the responsibility of the Lessee. The Lessee shall observe and comply with all requirements of the ADA in the operation of its business at the premises and shall hold the Lessor harmless from any loss or damage (including court or administrative costs and attorney's fees) arising out of any violation of ADA by Lessee in the operation of its business or any failure by Lessee to make any improvements required by ADA which are the responsibility of Lessee.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year shown below.

THE CITY OF LEESBURG, FLORIDA

BY: _____
James A. Burry, Jr., Mayor

Attest: _____
Andi Purvis, City Clerk

Date: _____

Approved as to form and content:

William Grant Watson, City Attorney

WITNESSES: (two required)

Date: _____

LESSEE:

John Cooper

BY: _____
John Cooper, CEO

Digitally signed by John
Cooper
Date: 2023.10.25 11:39:40
-04'00'

ADDENDUM A

SCOPE OF SERVICES

THE CITY OF LEESBURG AGREEMENT WITH KIDS CENTRAL, INCORPORATED FOR SERVICES PROVIDED AT THE LEESBURG RESOURCE CENTER INCLUDES THE FOLLOWING SCOPE OF SERVICES:

The City of Leesburg and the Carver Heights Community Redevelopment Agency (CHMCRA) construction of a 9,800 square feet facility is uniquely designed to address the needs of the community. The Residents were actively involved in identifying programs and services to help improve the lives of Center participants. The Resource Center is defined as a facility that offers a variety of services and resources to help individuals and families to become more self-sufficient, that leads to a complete and satisfying life.

The Resource Center is based on a model of service that develop plans to focus on the individual strengths and needs of family members. Plans center on the family, and are built upon the child's and families' unique strengths. Through many services offered, families develop an effective support network, increase their sense of competence, acquire new skills for managing the special needs of their children, and have access to the supportive resources they need to build brighter futures for themselves.

The Resource Center helps families rediscover hope. The goal of this partnership between Kids Central and the City of Leesburg is to promote self-sufficiency, job creation, crime reduction and keep families safely together by strengthening protective factors and connecting them with community resources that will support their continued success.

Kids Central Scope of Services

Kids Central, Inc. will provide the Resource Center with programs designed to educate and empower the residents of the community with a road map for successful living. The staff of Kids Central, Inc., consists of a Program Coordinator and support staff that either volunteers and/or funded through a grant.

The following programs and services will be provided and tracked for quality assurance:

1. ***Caregivers Services*** this program will link caregivers with much-needed services and support. The program will include the Kinship Care Program, which assists relatives who are caring for relative children, but who are not their own biological children. The Kinship Program provides services such as resource direction, Family Teen coaching, legal assistance to include appropriate referrals, case management, educational advocacy, holiday assistance and peer mentoring.

2. Prevention Services

The program will provide targeted, short-term assistance to give families the support they need to remain healthy, happy and whole. Kid Central believes investing in families up front, before a call to the abuse hotline, reduces the likelihood the children will be abused or neglected and need help later.

3. The Neighborhood Projects

A network of neighborhood-based prevention projects, involving residents, families, and resources from the community to assist families to reach their full potential. The goal is to strengthen families and build strong neighborhoods. The project will work to increase access to services by engaging community partners in the coordination of services; and to bring services closer to the people who need them. Enhance resources by reducing duplication and encouraging community partners to work together to address local needs.

4. Life Skills Training

This course will include a wide range of topics covering everything from Food and Nutrition, Self-Esteem Building, Housekeeping, The Art of being a successful parent, Dealing with difficult people/situations, Relationship issues, and more. This will be considered the Parenting and Healthy Relationship Program.

5. Money Management

This session will cover how to open a bank account, safely manage banking and bill paying “on-line,” rebuilding credit, how to apply for a credit card, and the art of budgeting and more.

6. GED Preparation

A vital piece to this project is assisting the participants that are without a GED or did not graduate from high school to have an opportunity to achieve this certificate. This program will be administered thru a partnership with Lake Technical College or others.

7. *Job Placement*

Participants will be provided assistance with applying for employment and resume writing. Kids Central, Inc., has on-going agreements with agencies such as Career Source and Goodwill Industries.

8. *Pre-Application Screening*

Kid Central, Inc, will participate in the pre-screening of applicants to determine the appropriate resources needed.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: November 13, 2023

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Jerry Hamby and Beulah Annette Hamby; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from Jerry Hamby and Beulah Annette Hamby affecting the property described in the document.

Analysis:

Jerry Hamby and Beulah Annette Hamby are granting a Utility Easement to the City of Leesburg, Florida for the purpose of construction, installation, repair, maintenance, replacement, and improvement of underground electricity.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the Utility Easement as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT FROM JERRY HAMBY
AND BEULAH ANNETTE HAMBY; AND PROVIDING AN EFFECTIVE
DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Utility Easement granted to the City of Leesburg by Jerry Hamby and Beulah Annette Hamby over, under, upon, across, through and within the real property described in the document, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of November 2023.

Mayor

ATTEST:

City Clerk

Prepared by/return to:
Robert E. Bone, Jr., Esquire
918 West Main Street
Leesburg, Florida 34748

UTILITY
EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") is hereby granted by JERRY HAMBY and BEULAH ANNETTE HAMBY, Husband and Wife, whose 4326 Corley Island Road, Leesburg, Florida 34748 ("GRANTORS,") to THE CITY OF LEESBURG, FLORIDA, a Florida municipal corporation, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("GRANTEE");

WITNESSETH:

THAT GRANTORS, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant unto GRANTEE, its successors and assigns forever, a perpetual non-exclusive easement for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements, including underground electricity and related facilities (the "Facilities"), over, under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "Easement Area" to wit:

The North ten (10) feet and the East five (5) feet of the property described as follows:

From an iron pin at the West 1/4 Section corner, Section 2, Township 20 South, Range 24 East, run South along Section line 210 feet to nail in asphalt pavement, thence continue along Section line 703 feet to concrete monument, thence South 89°37' East 1683.2 feet to concrete monument, thence continue South 89°37' East 130 feet to a point of beginning for this description. Run thence South 230 feet; thence South 89°37' East 120 feet; thence North 230 feet; thence North 89°37' West 120 feet to the point of beginning, less the North 10 feet thereof for County Road.

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the facilities; and (e) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation, and maintenance of the facilities and for the enjoyment and use of such Easement for the purposes described above.

Such easement rights shall include any temporary construction easement over and across such property as is necessary to the proper use and enjoyment of any right granted herein.

GRANTORS shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area that interfere with **GRANTEE'S** rights as described herein or install any landscaping with root systems that may damage the Facilities; however, **GRANTORS** may use the surface of the Easement Area in any manner that does not interfere with the rights granted to **GRANTEE** herein, which shall specifically include usage as and for roadways, parking areas, sidewalks, curbs, and sodding. **GRANTEE** will repair and/or replace any roadways, parking areas, sidewalks, curbs, and sodding in the Easement Area that is damaged in connection with any maintenance or repairs made by **GRANTEE** to the Facilities. **GRANTORS** reserve the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTORS warrant and covenant that **GRANTORS** are lawfully seized and in possession of the real property underlying the Easement Area, as specifically described herein, and have the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

IN WITNESS WHEREOF, this Easement has been executed by **GRANTORS** on the day and year first above written.

WITNESSES:

WITNESS

Print Name:

WITNESS

Print Name:

GRANTORS:

JERRY HAMBY

BEULAH ANNETTE HAMBY

LAUREN M. SMITH

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7th day of August 2023, by JERRY HAMBY and BEULAH ANNETTE HAMBY, who are personally known to me or who have produced Fl. Drivers License as identification and who did not take an oath.

Notary Public



Robert E. Bone, Jr.
Notary Public
State of Florida
Comm# HH120641
Expires 7/11/2025

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: November 13, 2023

From: Melissa Arriaga, (Director of Human Resources)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing amendments to Personnel Policies 800 and 805 to reflect updated per diem rates; and providing an effective date.

Staff Recommendation:

Staff recommends updating the per diem rates found in Policy 800 and Policy 805.

Analysis:

During the Commission meeting of October 23, 2023, discussion ensued amongst the Commission regarding our current per diem rates. The Commission requested that we update the per diem rates to what is the current standard. At this time, for our area, the current standard is \$13 for breakfast, \$15 for lunch, \$26 for dinner, and \$5 for incidental expenses, for a daily total of \$59.

We will update Policy 800 (Non-Travel Meals and Refreshment) and Policy 805 (Travel) to reflect these new per diem rates.

Procurement Analysis:

Options:

1. Approve Policy 800 and Policy 805 as amended; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

An increase of 11%, from \$53 to \$59, would be an estimated financial impact of approximately \$2,000.00 based on FY23 expenses.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING AMENDMENTS TO PERSONNEL POLICIES 800
AND 805 TO REFLECT UPDATED PER DIEM RATES; AND PROVIDING AN
EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the City Commission hereby authorizes approval of the amended language to Personnel Policies 800 and 805 to reflect updated per diem rates.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of November 2023.

Mayor

ATTEST:

City Clerk

Reimbursement in an Emergency Situation

On occasion, the City asks employees to work unplanned and unscheduled overtime. Employees involved in such **emergency work** may be inconvenienced in the consumption of meals and other normal subsistence. The intent of this policy is to provide authorization to reimburse City employees for any out of pocket expenses they may incur for subsistence due to necessity of unscheduled work. Meals taken “on the fly” during these periods of **emergency work** activities will be reimbursed. The employee will not be required to provide a receipt for reimbursement. The amount of reimbursement will be based on the meal reimbursement schedule shown below. The reimbursement will be processed through payroll, with all applicable taxes withheld. The required backup documentation for the emergency work must be furnished by the department with payroll/timesheet records. Refreshments that support a continuing work effort may be reimbursed as outlined in the “Refreshments” section of this policy.

Department Heads or supervisors in charge of the emergency work are authorized to decide when the circumstances exist to approve subsistence reimbursement. If the department provides meals during the emergency work, meal reimbursement to the employee would not apply.

Meal Reimbursement will be as follows:

- a. Breakfast – When employee is called back to work before 6:00 a.m. and work extends beyond 10:00 a.m. they will be provided \$~~14~~¹³.00 which includes tip (up to 15%) and tax
- b. Lunch – When employee is called back to work before Noon and work extends beyond 2:00 p.m. they will be provided \$15.00 which includes tip (up to 15%) and tax
- c. Dinner – When employee is called back to work before 6:00 p.m. and work extends beyond 8:00 p.m. they will be provided \$~~25~~²⁶.00 which includes tip (up to 15%) and tax
- d. If an employee is asked to work beyond their shift due to emergency work, they may be reimbursed for a meal depending on the actual hours worked.

Certain Official Meetings

1. Reimbursement for meals, for certain business meetings, which include formal training sessions, involving elected and appointed officials, employee and others the City is legally authorized to reimburse regardless of travel status, the City Manager or authorized designee may approve reimbursement for the allowable cost of meals. This authority is intended for use when the City requires a person to attend a meeting where

805 TRAVEL POLICY

Purpose

Establish a policy for authorizing and obtaining reimbursement for official travel by employees and non-employees (individuals under contract and appointed boards and commissions) of the City of Leesburg, Florida.

It is the responsibility of each traveler to select the most economical method of travel for each trip. Questions of time-efficiency and cost-effectiveness must be answered in the best interest of the City and not for the convenience of the traveler. Every effort shall be made to obtain the lowest economical hotel and meal rates (always ask for the government rate). An employee must complete a travel reconciliation form even if no money is to be received by the employee.

Authority

All travel and expenses must be preapproved by the Department Head. This policy contains the full and complete authority for the reimbursement of the costs of official travel by employees and non-employees. The City Manager or authorized designee shall be the final authority in the interpretation of this policy.

Definitions

Administration: The office of the City Manager.

City: City of Leesburg, Florida.

Common Carrier: Train, bus, commercial airline operating scheduled flights, and taxi.

Conference: The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion and work in some specific field or on a governmental problem(s).

Convention: An assembly of a group of persons representing persons and groups, coming together for the accomplishment of a purpose of interest to a larger group or groups.

Finance: The office of the Finance Director.

Official Headquarters: For all travel on behalf of the City, the assigned work location of the traveler shall be considered the official headquarters of the traveler.

Routine Travel: Travel which is performed on a day-to-day basis within a specified geographical area as part of the traveler's normal work assignment.

Travel Day: A period of 24 hours beginning at 12:01 a.m. and ending at midnight.

Travel Period: The period of time between the time of departure and time of return.

Traveler: An employee or authorized person conducting bona fide City business.

Types of Travel:

1. Overnight Travel: Continuous travel that requires overnight absences from the official headquarters.
2. Local Travel: Travel for short day trips where the traveler is not required to be away from the official headquarters overnight.

Forms

The Travel Advance and Travel Expense forms shall be used by all City officers, employees, and authorized persons when requesting approval of travel to a convention, conference or travel outside of Lake County. A copy of the conference/convention brochure shall be attached to the appropriate form, and the form shall be signed by the person requesting reimbursement and submitted to the Department Head for approval. If a Travel Advance is requested and approved, the Department Head shall forward the request to the Finance Department for payment. Department Head travel shall be approved by the City Manager. The Travel Expense form shall be used by all travelers when requesting claims for reimbursement of travel expenses and shall be prepared in compliance with this policy. An employee must complete a travel reconciliation form even if no money is to be received by/reimbursed to the employee.

Conferences and Conventions

No City funds shall be expended for attendance at conferences or conventions unless:

1. The main purpose of the conference or convention is in connection with the official business of the City and related to the performance of the duties and responsibilities of the individual participating.
2. The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending.
3. A copy of the program or agenda of the conference or convention itemizing the registration fees and any meals or lodging included in the registration fee shall be attached to the Travel Expense form and submitted for payment.
4. An authorized traveler may be reimbursed the actual and necessary fees for attending events which are not included in a basic registration fee that directly enhances the public purpose served by the City's participation in the conference or convention. Such expenses may include banquets and other meal functions. If the traveler is claiming actual lodging expenses plus a meal allowance authorized under this policy, the actual substantiated cost of the banquet or other required meal function may be allowed in lieu of the meal allowance specified in this policy.

Travel Advances

Travel advances may be issued if the employee does not have a P-card. Each traveler requesting an advance shall complete a Travel Advance form and submit it to the Department Head for approval. Travel advances shall not be submitted earlier than 21 calendar days or later than 10 calendar days prior, when practical, **before** the travel period begins. A traveler shall not have travel advances outstanding for more than one trip at any time without written justification. Within 10 calendar days after completion of the travel period, the traveler shall properly complete the Travel Expense form for the travel period for which an advance was received. The traveler shall complete all pertinent sections of the form including the portion of the form relating to the travel advance. Failure to complete the Travel Expense form may result in the amount advanced being considered taxable income for the purpose of federal income tax.

Computation of Travel Time

For purposes of calculating reimbursement for travel, the following methods are established:

1. Overnight Travel - The traveler will be reimbursed for lodging, travel, meals and non-meal related tips.

2. Local Travel - The traveler will receive a subsistence allowance for meals based upon the following schedule.
 - a. Breakfast - When travel begins before 6:00 a.m.
 - b. Lunch - When travel begins before noon and extends beyond 2:00 p.m.
 - c. Dinner - When travel begins after 7:00 p.m.

Lodging

Traveler will receive the necessary and reasonable expenses for lodging at a single occupancy rate to be substantiated by an itemized paid receipt and shown on the travel expense form for reimbursement. Reimbursement for the reasonable costs of lodging in conjunction with travel to a conference or convention will only be permitted in those instances where:

1. The official conference agenda has a scheduled duration of one calendar day or less, and the one way mileage from the City to the conference or convention site exceeds 50 miles; or when approved by the Department Head, or
2. The official conference agenda has a scheduled duration greater than one calendar day, and the one way mileage from the City to the conference or convention site exceeds 40 miles.

For the purposes of this section, mileage will be computed on the basis of an odometer reading that shall show the date and beginning mileage, the date and ending mileage, and the total round/trip miles traveled from traveler's location to the event.

Local Travel

Employees or authorized persons performing local travel will be allowed subsistence for allowable meals and non-meal related tips in accordance with the following schedule:

Breakfast: \$~~13~~14.00 including tip (up to 15%) and tax

Lunch: \$15.00 including tip (up to 15%) and tax

Dinner: \$~~26~~25.00 including tip (up to 15%) and tax

Tips: \$~~53~~.00 (per incidence) other than meal related

Meal costs will be reimbursed by per diem rates only. Meal costs cannot be charged to any City issued bankcard, including the City P-Card. Meals provided by the conference will be deducted from the per diem rates, unless authorized by the Department Head or designee. However, if an employee selects a separate option on a registration form, and an additional charge is paid for an optional meal, then that meal per diem will be reduced from the meal reimbursement total.

In general, the City recommends that the P-Card not be used for travel meals and expenses (that fall within the per diem) due to the additional administrative burden it creates. Failure to reconcile the P-Card properly and in a timely manner may lead to the elimination of P-Card privileges.

Overnight Travel

Employees or authorized persons performing overnight travel will be allowed the following reimbursements:

Per diem (per day) ~~\$54~~50.00 Including tips and tax

Tips (other than meal related) ~~\$53~~.00 Per incidence

While on overnight travel, any meal included in meeting or conference registration fees will be deducted from the per diem at that appropriate rate paid for breakfast, lunch or dinner. Receipts for meals eaten when on per diem during overnight travel are not required. However, when not claiming per diem, extraordinary but reasonable meal expenses in excess of the per diem rate may be approved by the City Manager or authorized designee. In addition, detailed receipts are required for such a request. Request for reimbursement of tips is on the honor of the traveler and receipts are not required. Employee on overnight travel must choose either per diem payment or P-card use for travel. Employees cannot choose to mix/match per diem/P-card use. In other words, meals for the entire trip are to be claimed as per diem or detailed receipts must be provided.

Incidental Expenses

The following documentation shall be attached to the traveler's Travel Expense form when the traveler is claiming reimbursement for incidental travel expenses:

1. Receipts for taxi fares or public conveyance.
2. Receipts for storage, parking fees, or tolls.
3. A statement that communication expenses being claimed were for City business. One phone call home, per day up to a maximum length of 10 minutes is eligible for reimbursement for overnight travel. Communication

expenses for other non-business purposes are not eligible for reimbursement.

4. Receipt for fax charges for sending or receiving on City business if not already included on hotel bill.
5. Gas receipt. (Not applicable if mileage is paid, and not reimbursable if City credit card is used.)
6. Other City business related expenses. These are normally reimbursable if related to the purpose of trip.

Mileage

Mileage may be claimed for personal vehicle use when a City vehicle is not available, or when use of personal vehicle is approved by the Department Head. If two or more authorized individuals travel in a single private vehicle, only the traveler supplying the vehicle shall be eligible for reimbursement of mileage.

Mileage for the use of a privately owned vehicle will be reimbursed in accordance with the standard mileage rate for transportation expenses for all miles of use for business purposes, as established by the Internal Revenue Service. For the purpose of applying the provisions of this section, it is the policy of the City that the standard mileage rate established by the Internal Revenue Service and in effect as of January 1st of each year or the use of any change during the year by the Internal Revenue Service shall be used for the purpose of calculating mileage reimbursements. Vicinity mileage necessary for the conduct of official business is limited to a maximum of 10 miles per day, unless additional vicinity miles are approved by the Department Head. Mileage to the airport is permitted when performing authorized travel. Mileage is not permitted for commuting to and from work.

Prohibited Items

It is the express intention of the City that reimbursement will not be made for the following:

1. Movies or other forms of entertainment.
2. Alcoholic beverages.
3. Personal telephone calls (except as permitted by this policy).
4. Florida sales tax on lodging expenses (Note: every effort should be made to use the City's sales tax exempt status when traveling to other states).

5. Items of personal nature including, but not limited to dry cleaning, spas, gyms, travel insurance, supplemental insurance on car rental, toiletries, newspaper, magazine, fines, mini fridges or guest accommodations.

Other Travel Information

For purposes of this policy, travel period and mileage will be computed as if traveler departed from and returned to the official headquarters. It is recognized that on occasion for the convenience of either the traveler or the City; travel may originate and conclude at a location other than the City. In such instances, travel period and mileage will be computed from the closest point to the destination. Payment for the costs of travel in addition to the travel period required for the conference shall be the exclusive responsibility of the traveler unless it can be documented in writing that the total cost to the City will be less by extending the travel period.

Direct payment, by the City, to vendors for the meals of an employee are not allowed except in an emergency situation where there is an immediate danger or a threat of immediate danger to the public health, safety or welfare, or of other substantial loss to the City.

When a person with a disability incurs travel expenses in excess of those ordinarily authorized pursuant to this policy and such excess travel expenses were incurred to permit the safe travel of that traveler, those excess expenses will be reimbursed by the City to the extent that the expenses were reasonable and necessary for the safe travel of that individual. All such claims for reimbursement of excess travel expenses shall be submitted with sufficient documentation to permit a proper audit.

City employees who drive a city vehicle are not entitled to a mileage reimbursement. City employees who receive a monthly car allowance are not entitled to mileage reimbursement for travel within Lake County.

A limited number of City credit cards are available for use on authorized City travel. Subject to the authority and limitations contained elsewhere in this policy, the use of City credit cards is limited to lodging (including related parking charges), meals, and gasoline (only for City vehicles). The traveler is required to submit itemized receipts for each use of the City credit card. **In the event that the traveler fails to submit a receipt within 10 calendar days after their return, the traveler shall be personally liable for the payment of the charge(s), unless otherwise directed by the City Manager or authorized designee.**

Reimbursement for parking expenses shall be limited to the rate charged for self-service parking. If both self-service and valet parking are available, the traveler shall be responsible for payment of the differential between self-service and valet parking if the valet parking option is selected. If only valet parking is available, the City shall reimburse the traveler for substantiated valet parking charges.

Travel by Commercial Common Carrier, and the use of rental cars must have prior approval by the Department Head.

Shared room, vehicle, etc. may only be claimed on one voucher. Reference should be made on face of the reimbursement of travel expenses form to the sharing arrangement.

Every attempt shall be made by the employee to assure taxes are not charged on City expenses.

Air Travel — Use this method when more economical than the cost to drive including out of pocket expenses plus cost of travel time. Employee should purchase airline tickets sufficiently in advance of the travel date so as to obtain the best rates possible. Air travel insurance is a personal expense, not a City expense.

Ground Travel — Should the employee choose ground travel, the City will pay actual travel expenses up to the amount of air travel. Travel time is normal length of air travel; any additional time for ground travel will be considered vacation, unless otherwise required by law.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: November 13, 2023

From: Aaliyah Davis, (Purchasing Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Management Services Agreement with Akers Media to manage LakeFront TV; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a Management Services Agreement with Akers Media to manage LakeFront TV.

Analysis:

LakeFront TV started in 2005 to bring public television to Leesburg, Florida as a way to air public meetings and inform the community about city operations and events. The channel has grown tremendously in programming. The productions bring together public affairs and government issues with education, health and wellness, sports and fitness, the arts, sports, and local business spotlights.

LakeFront TV is operated by the City of Leesburg and airs content through the use of fiber connections and cable-based PEG government access channels. The City currently contracts the operation and video production for the station with Facci Bella, Inc. (FB). FB has received two long-term contracts with the City and its current contract and renewal operations are set to officially expire on December 18, 2023. FB has done a commendable job growing the station, and has specific knowledge of city systems and equipment.

Procurement Analysis:

On August 17, 2023, the Procurement Division published Solicitation 232002 for LakeFront TV Production Services. The RFP sought to measure experience in media productions over 6 categories, plus price. The total available ranking points were 150, with 1/3 of the points focused on the provider's price.

The Committee was assembled by the City Manager and Procurement Manager. The concept was to assemble a group of representatives that work with media production services the most frequently (with a representative from the Chamber of Commerce to include the business community, which is spotlighted from time to time). On September 26, 2023, three (3) proposals were received and the initial Evaluation Committee report placed Red Apples as the best respondent according to the following scoring matrix :

LFTV Respondents:

As you know, the City delayed consideration of the LFTV RFP, because it was determined that a fair basis for analyzing compensation was not possible. To cure this matter and still maintain the equality of the RFP process, the Procurement Department is now asking the following clarifying questions:

1. Based on the annual contractual amount provided in your RFP Response, please provide the City how much of your total cost is allocated for airing public meetings and how much is allocated for developing media material. (Your dollar value answer should equal your first-year total amount. EXAMPLE: If your first year bid totaled "\$Z", your answer should be \$X for public meeting airing and \$Y for media production; $X+Y=Z$.)
2. With regard to your production cost, how many minutes of video material will you provide the City? (Your answer shall be "X" minutes annually; So that $\$Y$ (product only cost)/X minutes of production material = \$Z per minute of production material.

By answering these questions, you will be awarded points based on the unit cost of production material, as each respondent is required to provide airing of all public meetings. Further, be advised, that the Selection Committee will not meet again, as the Procurement Department will assign points to the compensation section of the RFP.

Upon tally of this portion of the RFP, you will be contacted and informed of the best rated respondent. Staff will then work with the best rated respondent to develop a draft Agreement which will be presented to the Commission as an engagement agreement. The Draft Agreement will be presented to the City Commission at their Regular Meeting on Monday, November 13, 2023 at 5:30 PM. The Commission's decision will determine the final outcome of the LFTV RFP process.

Please provide this response to the Procurement Department via email to Aaliyah.Davis@leesburgflorida.gov by 4:00 PM on Thursday, November 2, 2023. Failure to provide your response by that time may eliminate your proposal from further consideration. Should you have any questions, please contact me at your convenience.

All respondents answered the formal request for clarification, with Red Apples stating that their proposal already had this question answered in their original proposal (which is correct). With the additional information, a level comparison can be made based on unit pricing as follows:

RESPONDENT	BROADCAST MEETINGS	MEDIA PRODUCTIONS	YEAR 1		UNIT COST
			TOTAL	PRODUCTION MINUTES	
Red Apples	\$ 40,000	\$ 100,000	\$ 140,000	225	\$ 44
Akers Media*	\$ 72,000	\$ 108,000	\$ 180,000	2,840	\$ 3
Facci Bella+	\$ 12,800	\$ 222,700	\$ 235,500	3,228	\$ 6

NOTES:

*Akers Media is offering a one-page advertisement in Style Magazine for each month of service. This amount is presented as \$20K with/out charge

+Akers (\$25.14) and FB (\$48.26) published different unit cost than provided herein. The unit cost is different because they did not follow the requested formula (Production Cost Divided By Production Minutes). Even so, Akers still provided the lowest unit cost.

[illegible]

Based on the above detailed analysis, staff recommends that the Commission consider Akers Media as the next media production consultant.

1. Approve award of RFP 232002 and approval of the resolution authorizing execution of the agreement with Akers Media; or
2. Such alternative action as the Commission may deem appropriate.

The FY 24 budget allocations \$178,250 for LFTV Public Outreach.
Account No. 001-1220-512-3410
Project No. LKFTTV

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
MANAGEMENT SERVICES AGREEMENT WITH AKERS MEDIA TO
MANAGE LAKEFRONT TV; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Akers Media, whose address is 108 South 5th Street, Leesburg, Florida 34749, for LAKEFRONT TV PRODUCTION SERVICES (RFP 232002).

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of November 2023.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR MANAGEMENT SERVICES

THIS AGREEMENT is made as of the 13th day of November in the year 2023, between **The City of Leesburg**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **Akers Media Group**, whose address is 108 South 5th Street, Leesburg, Florida 34749 (hereinafter referred to as the “CONTRACTOR”).

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Services.** The CONTRACTOR shall perform the following services: SEE “**EXHIBIT A**”, which is attached and incorporated by reference herein. Nothing herein shall limit the CITY’s right to obtain proposals or services from other contractors for similar projects.

2. **Compensation.** The CITY shall pay CONTRACTOR \$180,000 annually for services performed pursuant to this Agreement. Payments will be made in an amount of \$15,000 per month due on the 1st of each month. Services shall be performed as follows:

- a. **Broadcast of Public Meetings.** Pursuant to Exhibit “A” herein, CONTRACTOR shall receive a total of \$72,000 for broadcasting all public meetings.
- b. **Media Productions.** CONTRACTOR shall produce and air informative video publications. Such obligation will require the CONTRACTOR to provide not less than two thousand eight hundred forty minutes (2,840) of media productions for each year that the CONTRACTOR is retained by the CITY for an amount of \$108,000 or \$38.03 per minute of produced video material. Such production work will be in conformity with Exhibit “A” herein.
- c. **Publication Advertisement.** The Contractor shall provide CITY a full-page advertisement in Lake & Sumter Style Magazine for each month during the term of this Agreement for no cost to the City. CONTRACTOR and CITY will confer about advertisement content each month. CONTRACTOR will also host a CITY advertisement on their website.

3. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY’s representative.

4. **Payment.** All invoices shall contain the purchase order number, date and location of services provided quantity of services, CITY pay item number, item description and confirmation of acceptance of the services by the appropriate City representative. Failure to submit invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

5. **Term of Agreement.** The term of this Agreement shall be for a period of three (3) years starting on December 18, 2023, unless earlier terminated under another provision of this Contract. This Agreement may be renewed for three (3) additional one-year terms, if mutually agreeable to both parties.

- a. **Option to Renew.** The CITY may renew the Agreement for an additional term or terms not to exceed a total of three (3) additional years, if mutually agreed upon by the CONTRACTOR and the CITY.
- b. **Cost Adjustment.** Pricing for any Renewal Terms, pursuant to paragraph 5.a will be subject to the current consumer price index at the time of renewal, but in any case shall not exceed 5% per year.

6. **Termination.** All or part of this contract may be terminated under the following conditions:

- a. **For Convenience.** All or part of this Contract may be terminated by the CITY for its convenience on forty-five (45) days written notice to the CONTRACTOR. In such event the CONTRACTOR will be entitled to compensation for services competently performed up to the date of termination as set forth more on Exhibit "B" attached.
- b. **For Cause.** City may terminate the Contract for cause if CONTRACTOR:
 - i. becomes Insolvent/Bankrupt, or
 - ii. commits a material breach of the Contract which does not otherwise have a specific contractual remedy, provided that:

City shall first provide CONTRACTOR with detailed written notice of the breach and of CITY's intention to terminate the contract, and

CONTRACTOR shall have failed, within the number of days indicated in the written notice, to commence and diligently pursue cure of the breach.

7. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

8. **Insurance Requirements.**

- a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.

- i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
 - ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
 - iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
 - iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
 - v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
 - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
 - vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
 - viii. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.
- b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.
- i. Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
 - ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
 - iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
 - iv. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
 - v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
 - vi. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

- c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).
 - i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.
- d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

9. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

10. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this

Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

11. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

12. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDIA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORED'S RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

13. **Access to Records.** CONTRACTOR will maintain accounting records in accordance with generally accepted accountings principles and practices, to substantiate all invoice amounts. Said records will be available for examination by the city during CONTRACTOR's normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

14. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she 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 Agreement and that he or she 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 Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

Acceptance of Goods or Services. The goods delivered as a result of an award from this solicitation shall remain the property of the CITY.

15. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

16. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

17. **Entire Agreement.** This contract sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral and written, all which are deemed to have merged into this Contract and to have been extinguished except to the extent specifically set forth herein. This Contract may not be amended orally, by implication, by course or conduct, or in any other matter whatsoever than by way of a written instrument by both parties hereto or their lawful successor, and approved by the Leesburg City Commission at a duly noticed meeting with a quorum present. This Contract shall be construed in accordance with the laws of Florida. This Contract shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Contract in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this contract.

18. **Notices.** Any notice permitted or required by this Agreement shall be in writing and shall be delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier service or mailed by United States Mail, certified with return receipt required and all postage charges prepaid. Except where receipt is specially required. Any notices sent by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; any notice personally delivered shall be effective upon deliver; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

City of Leesburg
Attn: Purchasing Manager
501 W. Meadow Street
Leesburg, FL 34748

Doug Akers
President
Akers Media Group
PO Box 490088
Leesburg, Florida, 34749

19. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

20. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

21. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be Doug Akers. The primary contact person under this Agreement for the CITY shall be the City Manager.

22. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

23. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

24. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

25. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor complies with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

26. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

27. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

AKERS MEDIA GROUP

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

EXHIBIT “A”

The purpose of this Contract is to engage Contractor to provide video productions services for City’s “Lakefront TV” television station, in accordance with the terms stated.

CONTRACTOR shall have the following responsibilities:

- A. Provide a qualified broadcast technician on site at CITY’s Lakefront TV studios to handle all television programming including shooting, editing, studio setup and operations, and any work required in conjunction with Lakefront TV’s cablecast media server. CONTRACTOR will maintain current operations at Lakefront TV and all existing weekly programming, while improving the overall quality of the channel for its viewers.
- B. CONTRACTOR will broadcast all public meetings which include all Regular Meetings of the City Commission, Special Meetings of the City Commission, All workshops and Budget workshops of the City Commission, All Community Redevelopment Agency Meetings, All Planning and Zoning Commission meetings, and other meetings that may be requested from time to time.
- C. CONTRACTOR will also assume the responsibilities of that certain Interlocal Agreement between the CITY and the Lake County Board of County Commissioners dated May 11, 2020 and attached hereto marked Exhibit “B”.
- D. CONTRACTOR will provide resources, as required, to assist in writing, scheduling and producing television programs. CONTRACTOR will actively promote Lakefront TV to increase its visibility to the public and generate new programming complementary to existing programming.
- E. Except as otherwise specified, programming will adhere to the current character of Lakefront TV as a government access cable channel with a primary format of local public affairs, governmental issues, medical information, and business information on Leesburg and Lake County. All programming management decisions will be coordinated jointly between CITY, through the office of the City Manager, and the CONTRACTOR.
- F. CITY shall permit CONTRACTOR to set up part of its operations in the Lakefront TV studio, and to utilize f CONTRACTOR’s privately owned production equipment in conjunction with the equipment already owned by the CITY. Additional equipment provided by CONTRACTOR will include high definition cameras, studio and location lighting fixtures, grip equipment (stands, clamps, mounts, flags, scrims, heads, etc.), a broadcast quality teleprompter, multiple microphones and two Final Cut Pro HD editing bays. The parties will inventory and label all equipment to keep a record of ownership. CONTRACTOR may not utilize any CITY owned equipment for CONTRACTOR’s own private video production work. CITY equipment must be used only on Lakefront TV productions.

- G. The primary duties of the CONTRACTOR will be to manage all production of Lakefront TV's current operations and develop video productions highlighting the CITY's services, events and other operations as determined by the City Manager.
- H. CITY shall pay all utility expenses for the Lakefront TV studios, and all charges for high speed data access, provided that such data access shall be used only for Lakefront TV purposes and not for any private business of CONTRACTOR.

EXHIBIT "B"

**INTERLOCAL AGREEMENT
ON LAKEFRONT TV**

THIS IS AN INTERLOCAL AGREEMENT by and between Lake County, Florida, a political subdivision of the State of Florida (the "County") and the City of Leesburg, Florida, a municipal corporation (the "City"), regarding LakeFront TV.

WITNESSETH

WHEREAS, LakeFront TV is a government access public television channel dedicated to the community of Lake County, Florida and its municipalities; and

WHEREAS, LakeFront TV is operated by the City; and

WHEREAS, it is in the best interest of the parties for the County to partner with the City to support LakeFront TV.

NOW THEREFORE, the County and the City as follows:

1. Recitals. The foregoing recitals are incorporated herein.
2. Effective Date. This agreement shall become effective upon the date the last party hereto executes it ("effective date").
3. Agreement.
 - A. The City agrees that LakeFront TV will be operated in such a manner to provide to the following services, which provide a benefit to the County:
 - 1) Air all meetings of the Lake County Board of County Commissioners; and
 - 2) Promote the County's tourism related programming by airing such programming a minimum of twenty (20) times per month; and
 - 3) Make available the programming on LakeFront TV's live web stream, if any; and
 - 4) Make available the programming to the County for the County's marketing, web upload and other ancillary uses as determined necessary by the County; and
 - 5) Meet with the County upon request to determine strategic placement, content, and airtime of all programming related to this agreement; and
 - 6) Provide the County with quarterly reports documenting the programming that was aired under this Agreement for the previous quarter to the Lake County Office of Communications by email or by mail to Lake County

Office of Communications, P.O. Box 7800, Tavares, FL 32778; and

- 7) Provide additional services as negotiated between the Lake County Manager and the LakeFront TV Programming Director.

B. In exchange for providing the above services which provide a benefit to the County, the County agrees to pay the City the sum of **\$25,000.00** on an annual basis, with payment to made in equal, quarterly amounts due and payable within thirty (30) days of receipt of an invoice from the City or LakeFront TV.

4. Termination. This agreement will be effective on the effective date and will remain in effect until terminated by the parties. Either party may terminate this Agreement by giving written notice to the other party (in accordance with Paragraph 9 below) no earlier than 120 days prior to the effective date of termination.

5. Default. Should the County or the city believe the other party is in default of any of the provisions of this agreement, the non-defaulting party shall provide written notice of default to the other. In the event a party has received such a notice of default, such defaulting party shall be allowed a period of thirty (30) days, from receipt of notice of said default from the non-defaulting party, within which to cure said default. If the defaulting party does not agree that it is in default or has failed to timely cure said default, then the Programming Director for LakeFront TV and the County Manager or his/her designee shall meet and discuss and attempt to resolve the issue. If the disagreement cannot be resolved at the secondary level, the Lake County Manager and the Leesburg City Manager shall meet, discuss the issue and attempt to resolve it. Should they be unsuccessful in resolving the issues, the parties are free to pursue any legal remedies available.

6. Compliance with Other Laws. Both parties shall at all times comply with all federal, state and local laws, rules and regulations, including, but not limited to, the American with Disabilities Act (ADA) to the extent it applies to services of this nature.

7. Entire Agreement. This document embodies the entire agreement between the parties. This agreement may not be modified or amended except as provided herein.

8. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

9. Notices.

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY
County Manager
P.O. Box 7800
Tavares, Florida 32778

CITY
City Manager
501 West Meadow Street
Leesburg, FL 34748

B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, signing by and through its Chairman, and the City of Leesburg, Florida, through its Mayor.

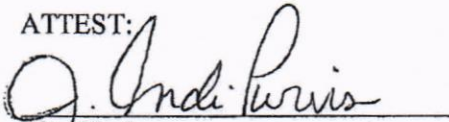
CITY OF LEESBURG, FLORIDA



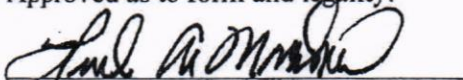
Elise A. Dennison, Mayor

This 11 day of May, 2020.

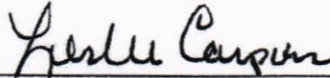
ATTEST:


City Clerk

Approved as to form and legality:


Fred Morrison, City Attorney

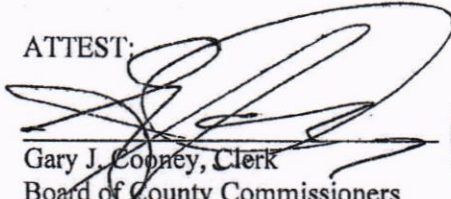
BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA



Leslie Campione, Chairman

This 19th day of June, 2020.

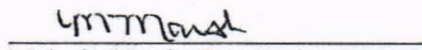
ATTEST:



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



Approved as to form and legality:


Melanie Marsh, County Attorney



Scoring Summary

Active Submissions

	Total	A - Respondent Affirmations (Q-15MU)	A-1 - Affirmations	B - Proposal - LakeFront TV	B-1 - Cover Letter
Supplier	/ 153 pts	/ 3 pts	/ 3 pts	/ 150 pts	Pass/Fail
Red Apples Media	138.8 pts	3 pts	3 pts	135.8 pts	Pass
Akers Media Group, Inc	125.6 pts	3 pts	3 pts	122.6 pts	Pass
Facci Bella Inc	118 pts	3 pts	3 pts	115 pts	Pass

	B-2 - Approach and Management Plan	B-3 - Qualifications and Experience	B-4 - Improvements and Expansion	B-5 - Staffing Plan	B-6 - Production Equipment
Supplier	/ 40 pts	/ 25 pts	/ 15 pts	/ 5 pts	/ 10 pts



	B-2 - Approach and Management Plan	B-3 - Qualifications and Experience	B-4 - Improvements and Expansion	B-5 - Staffing Plan	B-6 - Production Equipment
Supplier	/ 40 pts	/ 25 pts	/ 15 pts	/ 5 pts	/ 10 pts
Red Apples Media	37.2 pts	22.6 pts	10.2 pts	4 pts	8.8 pts
Akers Media Group, Inc	28.8 pts	22.6 pts	12 pts	4 pts	9.4 pts
Facci Bella Inc	31.2 pts	21 pts	11.6 pts	3.6 pts	8.6 pts

	B-7 - References	B-8 - Compensation
Supplier	/ 5 pts	/ 50 pts
Red Apples Media	4.4 pts	48.6 pts
Akers Media Group, Inc	4.2 pts	41.6 pts
Facci Bella Inc	4.4 pts	34.6 pts



Proposal Scores

Facci Bella Inc - Scoring Summary

Evaluation Group 1 - Initial Evaluation

	Total	A - Respondent Affirmations (Q-15MU)	A-1 - Affirmations
Reviewer	/ 3 pts	/ 3 pts	/ 3 pts
Aaliyah Davis, MBA,FCCM,CPP	3 pts	3 pts	3 pts
		Average:	3 pts
		Consensus:	-
			↓
Calculated:	3 pts	3 pts	3 pts



Evaluation Group 2 - Main Evaluation

	Total	B - Proposal - LakeFront TV	B-1 - Cover Letter	B-2 - Approach and Management Plan	B-3 - Qualifications and Experience
Reviewer	/ 150 pts	/ 150 pts	Pass/Fail	/ 40 pts	/ 25 pts
Travis Rima	116 pts	116 pts	Pass	30 pts	23 pts
Sonja Shaffer	110 pts	110 pts	Pass	30 pts	20 pts
Ryan Gerdon	118 pts	118 pts	Pass	35 pts	20 pts
Joseph Iozzi	114 pts	114 pts	Pass	30 pts	20 pts
Sandi Moore	117 pts	117 pts	Pass	31 pts	22 pts
		Average:	Pass	31.2 pts	21 pts
		Consensus:	-	-	-
			↓	↓	↓
Calculated:	115 pts	115 pts	Pass	31.2 pts	21 pts



	B-4 - Improvements and Expansion	B-5 - Staffing Plan	B-6 - Production Equipment	B-7 - References	B-8 - Compensation
Reviewer	/ 15 pts	/ 5 pts	/ 10 pts	/ 5 pts	/ 50 pts
Travis Rima	10 pts	3 pts	10 pts	5 pts	35 pts
Sonja Shaffer	15 pts	2 pts	8 pts	5 pts	30 pts
Ryan Gerdon	14 pts	4 pts	10 pts	5 pts	30 pts
Joseph Iozzi	8 pts	5 pts	8 pts	3 pts	40 pts
Sandi Moore	11 pts	4 pts	7 pts	4 pts	38 pts
	11.6 pts	3.6 pts	8.6 pts	4.4 pts	34.6 pts
	-	-	-	-	-
	↓	↓	↓	↓	↓
Calculated:	11.6 pts	3.6 pts	8.6 pts	4.4 pts	34.6 pts



Akers Media Group, Inc - Scoring Summary

Evaluation Group 1 - Initial Evaluation

	Total	A - Respondent Affirmations (Q-15MU)	A-1 - Affirmations
Reviewer	/ 3 pts	/ 3 pts	/ 3 pts
Aaliyah Davis, MBA,FCCM,CPP	3 pts	3 pts	3 pts
		Average:	3 pts
		Consensus:	-
			↓
Calculated:	3 pts	3 pts	3 pts

Evaluation Group 2 - Main Evaluation



	Total	B - Proposal - LakeFront TV	B-1 - Cover Letter	B-2 - Approach and Management Plan	B-3 - Qualifications and Experience
Reviewer	/ 150 pts	/ 150 pts	Pass/Fail	/ 40 pts	/ 25 pts
Travis Rima	121 pts	121 pts	Pass	30 pts	23 pts
Sonja Shaffer	124 pts	124 pts	Pass	25 pts	25 pts
Ryan Gerdon	128 pts	128 pts	Pass	30 pts	25 pts
Joseph Iozzi	124 pts	124 pts	Pass	30 pts	20 pts
Sandi Moore	116 pts	116 pts	Pass	29 pts	20 pts
		Average:	Pass	28.8 pts	22.6 pts
		Consensus:	-	-	-
			↓	↓	↓
Calculated:	122.6 pts	122.6 pts	Pass	28.8 pts	22.6 pts



	B-4 - Improvements and Expansion	B-5 - Staffing Plan	B-6 - Production Equipment	B-7 - References	B-8 - Compensation
Reviewer	/ 15 pts	/ 5 pts	/ 10 pts	/ 5 pts	/ 50 pts
Travis Rima	10 pts	3 pts	10 pts	5 pts	40 pts
Sonja Shaffer	15 pts	5 pts	10 pts	4 pts	40 pts
Ryan Gerdon	13 pts	5 pts	10 pts	5 pts	40 pts
Joseph Iozzi	10 pts	5 pts	10 pts	4 pts	45 pts
Sandi Moore	12 pts	2 pts	7 pts	3 pts	43 pts
	12 pts	4 pts	9.4 pts	4.2 pts	41.6 pts
	-	-	-	-	-
	↓	↓	↓	↓	↓
Calculated:	12 pts	4 pts	9.4 pts	4.2 pts	41.6 pts



Red Apples Media - Scoring Summary

Evaluation Group 1 - Initial Evaluation

	Total	A - Respondent Affirmations (Q-15MU)	A-1 - Affirmations
Reviewer	/ 3 pts	/ 3 pts	/ 3 pts
Aaliyah Davis, MBA,FCCM,CPP	3 pts	3 pts	3 pts
		Average:	3 pts
		Consensus:	-
			↓
Calculated:	3 pts	3 pts	3 pts

Evaluation Group 2 - Main Evaluation



	Total	B - Proposal - LakeFront TV	B-1 - Cover Letter	B-2 - Approach and Management Plan	B-3 - Qualifications and Experience
Reviewer	/ 150 pts	/ 150 pts	Pass/Fail	/ 40 pts	/ 25 pts
Travis Rima	133 pts	133 pts	Pass	36 pts	23 pts
Sonja Shaffer	129 pts	129 pts	Pass	40 pts	20 pts
Ryan Gerdon	144 pts	144 pts	Pass	40 pts	25 pts
Joseph Iozzi	139 pts	139 pts	Pass	35 pts	23 pts
Sandi Moore	134 pts	134 pts	Pass	35 pts	22 pts
		Average:	Pass	37.2 pts	22.6 pts
		Consensus:	-	-	-
			↓	↓	↓
Calculated:	135.8 pts	135.8 pts	Pass	37.2 pts	22.6 pts



	B-4 - Improvements and Expansion	B-5 - Staffing Plan	B-6 - Production Equipment	B-7 - References	B-8 - Compensation
Reviewer	/ 15 pts	/ 5 pts	/ 10 pts	/ 5 pts	/ 50 pts
Travis Rima	10 pts	4 pts	10 pts	5 pts	45 pts
Sonja Shaffer	5 pts	3 pts	7 pts	4 pts	50 pts
Ryan Gerdon	10 pts	4 pts	10 pts	5 pts	50 pts
Joseph Iozzi	12 pts	5 pts	10 pts	4 pts	50 pts
Sandi Moore	14 pts	4 pts	7 pts	4 pts	48 pts
	10.2 pts	4 pts	8.8 pts	4.4 pts	48.6 pts
	-	-	-	-	-
	↓	↓	↓	↓	↓
Calculated:	10.2 pts	4 pts	8.8 pts	4.4 pts	48.6 pts



Proposal Score Comments

Facci Bella Inc - Scoring Comments

B-1 - Cover Letter - Reviewer Scores

Reviewer	Score	Reason	Comments
Travis Rima	Pass	Meets the requirement(s)	Received
Sonja Shaffer	Pass	Meets the requirement(s)	meets requirements
Ryan Gerdon	Pass	Meets the requirement(s)	Cover Letter was thought out, and did a good job describing how their company has brought benefit to the community through their past actions.
Joseph Iozzi	Pass	Meets the requirement(s)	Prior contract recipient with many years of demonstrated performance.



Reviewer	Score	Reason	Comments
Sandi Moore	Pass	Meets the requirement(s)	I thought is was a good cover letter.

B-2 - Approach and Management Plan - Reviewer Scores

Reviewer	Score	Reason	Comments
Travis Rima	30 pts	Strongly fits desired attribute(s)	Positive approach
Sonja Shaffer	30 pts	Meets or exceeds my expectations	Meets all requirements. Addresses communication and expectations between vendor and organization. Addresses current operations on streaming and social media content delivery.
Ryan Gerdon	35 pts	High level of detail in response	Good focus on high standards and taste, as well as acknowledgement of FCC guideline adherence and communication with appropriate City personnel.



Reviewer	Score	Reason	Comments
Joseph Iozzi	30 pts	Well-supported claim(s)	Several years of previous contracts with the City. Expansion into social media from standard television production services.
Sandi Moore	31 pts	Strongly fits desired attribute(s)	I thought it was very detailed but would have like to see more about how they would get exposure and the need for it outside of just the cable channels

B-3 - Qualifications and Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Travis Rima	23 pts	Strongly fits desired attribute(s)	Very qualified - detailed experience
Sonja Shaffer	20 pts	High level of detail in response	Detailed listing of experience and qualifications.
Ryan Gerdon	20 pts	Meets or exceeds my expectations	Very descriptive on the experience of the two partners; Dr. Anna Marie



Reviewer	Score	Reason	Comments
			and Todd Trepiccione. Would have liked to see more on the specific experience within the rest of the team.
Joseph Iozzi	20 pts	Well-supported claim(s)	Diverse background with traditional media outlets and demonstrated performance with LFTV.
Sandi Moore	22 pts	Strongly fits desired attribute(s)	Shows qualifications sufficiently had I not been familiar with some of their productions I would have liked to have seen them.

B-4 - Improvements and Expansion - Reviewer Scores

Reviewer	Score	Reason	Comments
Travis Rima	10 pts	High level of detail in response	+ Expansion ideas
Sonja Shaffer	15 pts	High level of detail in response	clearly identifies areas of content and reach improvements with plan



Reviewer	Score	Reason	Comments
			to address same
Ryan Gerdon	14 pts	Strongly fits desired attribute(s)	Fantastic job covering the big picture; everything from Grant Writing and Expanding Social Media Presence, to a focus on specific content (such as Commissioner's Corner and Recreation).
Joseph Iozzi	8 pts	Partially meets my expectations	Limited suggestions for production enhancements or new concepts to enhance viewership.
Sandi Moore	11 pts	High level of detail in response	I see the plan for expanding is clear I just feel it needs more detail to other platforms and overall city brand.

B-5 - Staffing Plan - Reviewer Scores

Reviewer	Score	Reason	Comments
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Reviewer	Score	Reason	Comments
Travis Rima	3 pts	Partially meets my expectations	Appropriate staff
Sonja Shaffer	2 pts	Mostly complete response	2 staff members, with contracted, volunteer or internship as needed
Ryan Gerdon	4 pts	Meets or exceeds my expectations	The presentation was very specific on the staffing responsibilities of the people running the organization. Would have liked to see more specific information on other team members.
Joseph Iozzi	5 pts	Other	Appears sufficient to meet City expectations
Sandi Moore	4 pts	Strongly fits desired attribute(s)	It is clear they know what staffing needs are.

B-6 - Production Equipment - Reviewer Scores

Reviewer	Score	Reason	Comments
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Reviewer	Score	Reason	Comments
Travis Rima	10 pts	Meets or exceeds my expectations	Appropriate equipment
Sonja Shaffer	8 pts	Meets or exceeds my expectations	extensive list of equipment to include, multiple cameras, sound equipment, lighting and editing software bays
Ryan Gerdon	10 pts	Strongly fits desired attribute(s)	Equipment listed has fostered the company's success thus far.
Joseph Iozzi	8 pts	Meets or exceeds my expectations	Demonstrated production capability within previous contracts. However, utilizes City building for production studio while the other vendors have their own locations already in use.
Sandi Moore	7 pts	Meets or exceeds my expectations	This is not my expertise

B-7 - References - Reviewer Scores

Reviewer	Score	Reason	Comments
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Reviewer	Score	Reason	Comments
Travis Rima	5 pts	Meets or exceeds my expectations	Good references
Sonja Shaffer	5 pts	Meets or exceeds my expectations	References listed as requested with several additional letters of support
Ryan Gerdon	5 pts	Strongly fits desired attribute(s)	Letter from Lake County Commissioner District 3 was relevant.
Joseph Iozzi	3 pts	Other	Would prefer more City-based references
Sandi Moore	4 pts	Meets or exceeds my expectations	Nice letters

B-8 - Compensation - Reviewer Scores

Reviewer	Score	Reason	Comments
Travis Rima	35 pts	Strongly fits desired attribute(s)	\$235,500



Reviewer	Score	Reason	Comments
Sonja Shaffer	30 pts	Partially meets my expectations	High cost with no measurable success meter to determine success of outreach programs or viewership counts.
Ryan Gerdon	30 pts	Other	235,500 Annually
Joseph Iozzi	40 pts	Other	Highest bid
Sandi Moore	38 pts	Other	Seems very high compared to the others.



Akers Media Group, Inc - Scoring Comments

B-1 - Cover Letter - Reviewer Scores

Reviewer	Score	Reason	Comments
Travis Rima	Pass	Meets the requirement(s)	Received
Sonja Shaffer	Pass	Meets the requirement(s)	Meets the requirments
Ryan Gerdon	Pass	Meets the requirement(s)	Cover Letter did an effective job at expressing value to the community as a whole.
Joseph Iozzi	Pass	Meets the requirement(s)	Leesburg residents familiar with local entities within both public and private sectors. Excellent idea to enhance content and viewership with live local sporting events and applicable interviews.
Sandi Moore	Pass	Meets the requirement(s)	It was a nice letter and spotlighted the value add that Akers hopes to bring to Lakefront TV



B-2 - Approach and Management Plan - Reviewer Scores

Reviewer	Score	Reason	Comments
Travis Rima	30 pts	Strongly fits desired attribute(s)	Limited info
Sonja Shaffer	25 pts	Partially fits desired attributes	Management approach is reasonable for local broadcasting. Lacks any information regarding streaming and plan to combat cable cutters
Ryan Gerdon	30 pts	Strongly fits desired attribute(s)	Approach hit the desired end state of achieving a quality product. Would have liked to see a little more detail in the 'how' they would get there.
Joseph Iozzi	30 pts	Well-supported claim(s)	Well described community continuity. It appears some technical equipment enhancements may be required, which makes me question current capabilities to meet overall expectations of the



Reviewer	Score	Reason	Comments
			City.
Sandi Moore	29 pts	Other	I felt there could be more details in the plan they presented

B-3 - Qualifications and Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Travis Rima	23 pts	Strongly fits desired attribute(s)	Good experience
Sonja Shaffer	25 pts	Strongly fits desired attribute(s)	Experience working with Lakefront & Sumter County. Large grouping of labor resources indicated. Governmental work experience indicated
Ryan Gerdon	25 pts	Meets or exceeds my expectations	Would have liked to see a little more detail in the experience piece of the write up, but the videos provided a proof of concept that



Reviewer	Score	Reason	Comments
			undeniable. Well Done!
Joseph Iozzi	20 pts	Well-supported claim(s)	Very good example provided of production content and quality.
Sandi Moore	20 pts	Strongly fits desired attribute(s)	I feel they demonstrate a high quality production of content.

B-4 - Improvements and Expansion - Reviewer Scores

Reviewer	Score	Reason	Comments
Travis Rima	10 pts	Strongly fits desired attribute(s)	Would like more info on exactly how they plan to expand and on which mediums.
Sonja Shaffer	15 pts	Meets or exceeds my expectations	Clearly identifies equipment and studio expansion needs.
Ryan Gerdon	13 pts	Strongly fits desired attribute(s)	Good focus on equipment upgrades (to keep up with the times), local sports streaming, and



Reviewer	Score	Reason	Comments
			enhancing local content.
Joseph Iozzi	10 pts	Well-supported claim(s)	New production ideas provided with live-broadcast content.
Sandi Moore	12 pts	Meets or exceeds my expectations	Love the podcast idea, would have liked to see other ways they would expand and use the content already created to get the city more exposure.

B-5 - Staffing Plan - Reviewer Scores

Reviewer	Score	Reason	Comments
Travis Rima	3 pts	Partially meets my expectations	Solid staffing plan
Sonja Shaffer	5 pts	Strongly fits desired attribute(s)	Large labor resource pool indicated
Ryan Gerdon	5 pts	High level of detail in response	Staffing Plan was presented in a manner that was encouraged confidence. Specific jobs are laid



Reviewer	Score	Reason	Comments
			out amongst each staff member, and it is clear they have adequate personnel in the appropriate spots.
Joseph Iozzi	5 pts	Meets or exceeds my expectations	Appears to have viable staffing plan and capabilities.
Sandi Moore	2 pts	Partially meets my expectations	Would have liked to get some more detail in the response.

B-6 - Production Equipment - Reviewer Scores

Reviewer	Score	Reason	Comments
Travis Rima	10 pts	Strongly fits desired attribute(s)	Good equipment
Sonja Shaffer	10 pts	Strongly fits desired attribute(s)	extensive list of equipment to include, multiple cameras, drones, sound equipment lighting, and editing bays (6)



Reviewer	Score	Reason	Comments
Ryan Gerdon	10 pts	Meets or exceeds my expectations	Equipment listed has fostered the company's success thus far.
Joseph Iozzi	10 pts	Meets or exceeds my expectations	Equipment appears sufficient to meet or exceed expectations.
Sandi Moore	7 pts	Strongly fits desired attribute(s)	This is not my expertise but seems like they have what is needed and understand what is needed to improve.

B-7 - References - Reviewer Scores

Reviewer	Score	Reason	Comments
Travis Rima	5 pts	Strongly fits desired attribute(s)	Good references
Sonja Shaffer	4 pts	Meets or exceeds my expectations	references listed as requested
Ryan Gerdon	5 pts	Strongly fits desired attribute(s)	Letters from Lorven and Beacon College were relevant.



Reviewer	Score	Reason	Comments
Joseph Iozzi	4 pts	Other	Local business and school within downtown community.
Sandi Moore	3 pts	Partially meets my expectations	I would think they would have at least 3 references

B-8 - Compensation - Reviewer Scores

Reviewer	Score	Reason	Comments
Travis Rima	40 pts	Strongly fits desired attribute(s)	Acceptable compensation
Sonja Shaffer	40 pts	Meets or exceeds my expectations	Price point is reasonable. "proposed" ideas and equipment improvement plans may turn into additional expenses in the future.
Ryan Gerdon	40 pts	Strongly fits desired attribute(s)	180K Annually
Joseph Iozzi	45 pts	Other	Middle bid



Reviewer	Score	Reason	Comments
Sandi Moore	43 pts	Meets or exceeds my expectations	Seems reasonable



Red Apples Media - Scoring Comments

B-1 - Cover Letter - Reviewer Scores

Reviewer	Score	Reason	Comments
Travis Rima	Pass	Meets the requirement(s)	Completed
Sonja Shaffer	Pass	Meets the requirement(s)	Meets requirements
Ryan Gerdon	Pass	Meets the requirement(s)	The Cover Letter did an excellent job expressing its work history in Lake County, as well as the recognitions it has received for superior performance.
Joseph Iozzi	Pass	Meets the requirement(s)	Well detailed cover letter providing past, present and future capabilities.
Sandi Moore	Pass	Meets the requirement(s)	It was a good cover letter very well thought out.



B-2 - Approach and Management Plan - Reviewer Scores

Reviewer	Score	Reason	Comments
Travis Rima	36 pts	Meets or exceeds my expectations	- great understanding of current trends
Sonja Shaffer	40 pts	Meets or exceeds my expectations	Meets all requirements. Addresses current operations on streaming and social media content delivery with a clear plan on developing metrics to determine the success or failure of each content platform in use.
Ryan Gerdon	40 pts	High level of detail in response	Great job of detailing how they would adapt to changing viewership methods. Their plan to evaluate current procedures, see what does and does not work, and then present the City with fresh new ideas was great.
Joseph Iozzi	35 pts	Meets or exceeds my expectations	Well detailed plan to achieve an overall enhancement of video production and a forward thinking



Reviewer	Score	Reason	Comments
			vision for increased viewership.
Sandi Moore	35 pts	Meets or exceeds my expectations	I thought it was very detailed and showed an vast understanding of cable viewership trending downward and the need to use the content in other platforms to better highlight the city and it's mission.

B-3 - Qualifications and Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
Travis Rima	23 pts	Strongly fits desired attribute(s)	Strong credentials
Sonja Shaffer	20 pts	High level of detail in response	Indicates staffing levels, awards, governmental experience
Ryan Gerdon	25 pts	Meets or exceeds my expectations	Very descriptive write up that effectively covered the team's experience. Of particular note was founder Marc Robertz-Schwartz



Reviewer	Score	Reason	Comments
			receiving 3 Emmy Awards during his tenure covering major networks.
Joseph Iozzi	23 pts	Meets or exceeds my expectations	Demonstrated performance with past production in similar, or larger markets.
Sandi Moore	22 pts	Meets or exceeds my expectations	Shows qualifications again had I now already been familiar with their product I would have liked to see examples.

B-4 - Improvements and Expansion - Reviewer Scores

Reviewer	Score	Reason	Comments
Travis Rima	10 pts	Strongly fits desired attribute(s)	Good concept
Sonja Shaffer	5 pts	Partially meets my expectations	Little information on areas of expansion listed



Reviewer	Score	Reason	Comments
Ryan Gerdon	10 pts	Strongly fits desired attribute(s)	While the theme of driving LFTV as a powerful source of branding is certainly relevant, I would like to have seen some more specific ways forward.
Joseph Iozzi	12 pts	Meets or exceeds my expectations	Well detailed vision of City related wants, needs and expectations of future expansion and enhancements.
Sandi Moore	14 pts	Meets or exceeds my expectations	"Produce once put everywhere", Loved the understanding of need to get city positive messaging out.

B-5 - Staffing Plan - Reviewer Scores

Reviewer	Score	Reason	Comments
Travis Rima	4 pts	Strongly fits desired attribute(s)	+Full time staff training - interns and part time staff



Reviewer	Score	Reason	Comments
Sonja Shaffer	3 pts	Mostly complete response	2 full time positions with 2 additional positions proposed. contract resources as needed.
Ryan Gerdon	4 pts	Strongly fits desired attribute(s)	The presentation was very specific on the staffing responsibilities of the people running the organization. Would have liked to see more specific information on other team members.
Joseph Iozzi	5 pts	Other	Appears to be sufficient to meet City expectations
Sandi Moore	4 pts	Meets or exceeds my expectations	It is clear they understand what the needs are for staffing

B-6 - Production Equipment - Reviewer Scores

Reviewer	Score	Reason	Comments
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Reviewer	Score	Reason	Comments
Travis Rima	10 pts	Strongly fits desired attribute(s)	Good equipment
Sonja Shaffer	7 pts	Meets or exceeds my expectations	extensive list of equipment to include, multiple cameras, drone, sound equipment lighting, and editing bays (5)
Ryan Gerdon	10 pts	Strongly fits desired attribute(s)	Equipment listed has fostered the company's success thus far.
Joseph Iozzi	10 pts	Meets or exceeds my expectations	Equipment appears to meet or exceed needs for applicable production
Sandi Moore	7 pts	Meets or exceeds my expectations	This is not my expertise.

B-7 - References - Reviewer Scores

Reviewer	Score	Reason	Comments
Travis Rima	5 pts	Strongly fits desired attribute(s)	Good references



Reviewer	Score	Reason	Comments
Sonja Shaffer	4 pts	Meets or exceeds my expectations	References listed as requested
Ryan Gerdon	5 pts	High level of detail in response	Produced references (3) that directly support a quality end product.
Joseph Iozzi	4 pts	Other	Applicable references for job description and past performance
Sandi Moore	4 pts	Strongly fits desired attribute(s)	3 references is a good, would have liked to see testimonials

B-8 - Compensation - Reviewer Scores

Reviewer	Score	Reason	Comments
Travis Rima	45 pts	Meets or exceeds my expectations	Solid compensation plan
Sonja Shaffer	50 pts	Strongly fits desired attribute(s)	Economical option with focus on alternative distribution platforms.



Reviewer	Score	Reason	Comments
Ryan Gerdon	50 pts	Meets or exceeds my expectations	154K Annually at the 3rd (and highest) year.
Joseph Iozzi	50 pts	Meets or exceeds my expectations	Lowest bid, with most detailed compensation plan
Sandi Moore	48 pts	Meets or exceeds my expectations	Lower price with promise of high quality product





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akersmediagroup.com

 akersmedia

To whom it may concern,

We appreciate the opportunity to clarify and provide additional details regarding the proposed scope of services encompassed in this partnership. In response to your request, here is an overview of our proposed coverage:

- Total bid of \$180,000
- We are estimating that \$108,000 will be spent on producing local content and \$72,000 on live coverage of city meetings.
- Includes a minimum of 2,840 minutes of locally produced content annually.
- Includes live coverage of all Leesburg City Commission meetings and Planning and Zoning meetings, an average of 4,320 minutes annually.
- Price per minute of coverage equates to \$25.14 per minute, based solely on city meetings and locally produced content. (\$180,000 bid divided by 7,160 minutes of content.)
- Includes a full page ad in Lake & Sumter Style Magazine each month, a \$21,000 annual value, and Website ad with a \$6,000 annual value.
- The city will not incur any additional charges for minutes produced by Akers Media for LakeFront TV beyond our proposed scope.

Further breakdown of our proposed content includes the following:

1. Full Live-Stream Coverage of City Commission Meetings and Other City Meetings: Our proposal includes the provision of comprehensive live-stream coverage for all city commission meetings and other relevant city meetings as requested. This service will enable real-time access for members of our community, affording them the opportunity to stay informed about important city matters when not able to attend in person.

2. Coverage for City Departments: We are committed to providing unlimited coverage to various city departments, including the Leesburg Police Department, Leesburg Fire Department, Leesburg Public Library, Parks and Recreation, and others. This coverage will encompass a wide range of in-house content, such as training videos, new hire introductions, recap videos, press releases, and other department-specific materials.

3. Coverage of Leesburg Events, Businesses, and Subjects of Interest: Our proposal extends our coverage to include all Leesburg events, local businesses, and subjects of community interest. This expansive coverage aims to promote and highlight the vibrant local culture and economic landscape.

4. Implementation of Live-Streaming Local Sporting Events: While this component may require some time to fully develop, our goal is to introduce live-streaming of Leesburg sporting events. This addition will provide an exciting platform for residents of our community, and throughout the

United States, to access local sports content conveniently online.

5. Advertisements in Lake & Sumter Style Magazine, Web and Social Media: As part of our proposal, we are pleased to offer a 1-page advertisement each month in Lake & Sumter Style Magazine and online advertisements on our website, directing viewers to LakeFront TV's channel and YouTube page. This exposure will help us reach a broader audience and keep the community informed about our services at LakeFront TV and the City of Leesburg. Additionally, we will actively engage with Style's social media platforms to further enhance our outreach efforts.

6. Video Podcast Opportunities: We are enthusiastic about the opportunity to engage with the community through video podcasts. These podcasts will serve as a platform for discussing local affairs, providing valuable insight, and promoting meaningful conversations on various topics relevant to Leesburg.

7. Additional Streaming Platform: In addition to streaming on all current channels, including Roku and Apple TV, Lake and Sumter Style would be proud to host the streaming of LakeFront TV on our website, which would add an average of 110,000 visits a month. With additional viewers, we believe this added platform will help further educate the community on all Leesburg has to offer.





Monthly Coverage Breakdown

At Akers Media, we are committed to delivering a consistent stream of engaging and informative content. Our monthly production schedule includes the following segments with corresponding estimated minutes of run time.

Monthly Segments

(as applicable, minimum of 200 minutes monthly, 2,400 minutes annually)

- Public Works Update: 5 minutes
- Parks and Recreation Updates: 5 minutes
- Leesburg Police Department PSAs: 3-5 minutes
- Leesburg Fire Department PSAs: 3-5 minutes
- Leesburg Public Library updates: 5 minutes
- Leesburg Electric Department updates: 5-10 minutes
- Melon Patch Theatre updates on new shows: 5 minutes
- Leesburg Center for the Arts updates: 5 minutes
- Leesburg Airport Updates: 5 minutes
- Ribbon Cuttings: 5 minutes each
- New Businesses: 5 minutes each, 10 minutes monthly
- Local Restaurant Scene: 5 minutes each, 10 minutes monthly
- Persons of Interest: 5 minutes each, 15-20 minutes monthly
- SportsHub Video Podcast: 30 minutes weekly, 2-3 hours monthly
- Leesburg Event Promos: 3-5 minutes
- City Commissioner Updates: 5-10 minutes
- City Manager Updates: 5-10 minutes
- City of Leesburg Press Releases: 2 minutes

Additionally, we are exploring various other segments to enrich our content. These potential segments encompass 'Health Talk' featuring insights from esteemed local physicians, interviews with local veterans, an expanded array of video podcast interviews showcasing local students, coaches, city leaders, and department heads, as well as a 'Local Shopping' segment to entice viewers to shop locally.



Leesburg Event Coverage:

(most final videos run 5-10 minutes, minimum of 420 minutes annually)

- Christmas Stroll
- Light Up Venetian Gardens
- Christmas Parade (Live stream 90 minutes average)
- 4th of July
- Bikefest
- Fish Fry
- Beast Feast
- Miss Leesburg Pageant (Live stream 240 minutes average)
- Lady of the Lakes Renaissance Faire
- Lake County Walk for Freedom
- Scarecrow Build Off
- Leesburg National Night Out
- Community Clean Ups
- City Fundraising Events
- Groundbreaking Events
- Leesburg Arts Festival
- Leesburg Lightning Kickoff
- Mardi Gras
- Leesburg Craft Beer, Wine & Food Fest

Live Stream City Meetings

(average of 360 minutes monthly, 4,320 minutes annually)

- Leesburg City Commission Meetings
(average 120 minutes bi-weekly)
- Leesburg Planning & Zoning
(average 120 minutes monthly)
- Other special meetings as requested

Special Projects

(300 minutes annually)

We acknowledge that there will be occasions when special projects arise, such as the creation of training videos for various city departments, exclusive new recruit features for the Leesburg Fire and Police Departments, and other unique annual segments. Our executive producer is dedicated to collaborating with the respective departments to accommodate their specific requests and ensure the successful realization of these productions.

With the implementation of live-streaming local sporting events, we aim to incorporate:

- Leesburg Lightning Baseball Games
- Leesburg High School Football
- Leesburg High School Basketball
- Leesburg High School Baseball
- Leesburg High School Softball
- The Spring Games
- Other sports may be added at future dates

Non-LFTV Produced Segments

In addition, we would like to continue the partnership of airing non-LFTV produced segments such as the Leesburg Construction Academy and Undiscovered Talent with Kelly.



Summary

In summary, our proposal includes a commitment to deliver a minimum of 2,840 minutes of locally produced content and an average of 4,320 minutes dedicated to live-streaming city meetings.

The bid also includes numerous undefinable hours dedicated to the implementation of live-streamed local sporting events.

It's important to note that the city will not incur any additional charges for minutes produced by Akers Media for LakeFront TV beyond our proposed scope. Should an unforeseen project emerge that falls outside the scope of our predefined production list, we will engage in discussions regarding additional funding for that particular project at the appropriate time.

We hope this clarification provides a more comprehensive understanding of the services encompassed in our proposal for the Lake Front TV acquisition. We believe a partnership between Akers and the City of Leesburg is guaranteed to significantly increase traffic for LakeFront TV, and offer fresh, new content on all things Leesburg.

Akers Media products such as Style magazine, Style web, and Welcome to Lake, in addition to our social media platforms, have served the community for nearly 20 years and are recognized by residents as the leaders in trusted and accurate information in our community. No other media company in the area has our reach or our audience.

Allow Akers to elevate Leesburg to new heights.

Should you have any further inquiries or require additional details, please do not hesitate to reach out. We look forward to the possibility of bringing these services to the Leesburg community and continuing to foster a strong connection with our residents.

Thank you for your time and consideration.

Sincerely,

Akers Media Team



LakeFront TV
501 West Meadow Street,
Leesburg, FL 34748

September 20, 2023

For the past 15 years, Akers Media has been committed to storytelling. Our strength lies in effectively capturing and presenting the essence of our community, making us a prime candidate for the stewardship of LakeFront TV.

Our mission is straightforward: amplify Leesburg's voice. As Leesburg residents, we aim to prominently feature local businesses, eateries, and shine a light on the invaluable services of the city entities, first responders and local professionals.

Beyond this, we recognize the importance of civic engagement and are committed to continuing the live streaming of city meetings. Furthermore, we're eager to add to this live content by broadcasting local sports, highlighting players and coaches, be it football, basketball, or the Leesburg Lightning games.

An added advantage of our potential partnership is the integration with Style magazine. The content created there can be adapted to suit a broadcast format, providing a richer content experience for viewers. From a business perspective, we offer tangible value. LakeFront TV will be provided with a dedicated ad page in the monthly Style magazine, a \$21,000 annual value, and online advertisements worth \$500 monthly.

As a female-owned company, Akers Media stands as a testament to resilience, ambition, and the transformative power of determination. Today, we are proud to be recognized not just in Leesburg, but across Lake County as a trusted leading news source.

Style magazine's online platform attracts over 100,000 visitors each month, and our Facebook outreach extends to an audience of over 500,000 individuals.

Akers Media doesn't just bring a substantial increase of visibility to LakeFront TV; we promise engagement, quality, and a deep-rooted commitment to the community. We are poised to take LakeFront TV to greater heights while ensuring its core essence remains untouched.

DOUG AKERS
PRESIDENT



P.O. BOX 490088
Leesburg, FL 34749



352.787.4112



352.323.8161



akersmediagroup.com

 **akersmedia**



Approach and Management Plan

At the heart of our strategy is our commitment to producing rich, localized content that showcases Leesburg in all its facets. We recognize the importance of consistent and captivating content, and our team is primed to produce a diverse range of segments — from spotlighting local businesses and events to civic engagements.

Cindy Peterson will assume the role of Executive Producer. Her primary responsibilities will encompass managing the studio and overseeing the video content creators. Together with the management team, we will ensure the studio operates smoothly and to its highest potential.

The daily management of the station will be a balance of scheduled programming, live broadcasts, and content creation. Each day will be segmented to cater to various viewing demographics, ensuring we offer relevant and engaging content throughout. The team will handle the logistics of broadcasting and regular meetings will be held to discuss feedback, viewer analytics, and adapt our programming accordingly.

We also plan to invest in advanced equipment upgrades to enhance broadcast quality while also streamlining several operational processes to boost efficiency and ensure seamless content delivery.

Akers Media prides itself on fostering strong relationships with local businesses, many of whom show a willingness to sponsor local content. Importantly, all funds acquired from these sponsorships will be directly reinvested into production, equipment and management of LFTV enabling us to generate even more local content for the community.



Qualifications and Experience

The production team assembled by Akers Media has over 100 years of cumulative experience with content creation. This includes short video segments, live video events, video podcasts, in-depth features, commercial productions, interviews, and more.

We have assembled team members who have worked with Lakefront TV for the past several years as well, who are familiar with the local operations.

Our team includes on-screen talent, videographers, video editors, scriptwriters, graphic designers, motion graphics designers, network engineers, and content producers.

Among our most notable productions is "Style TV," a 30-minute feature that spotlights all the exciting things happening in Sumter County.

Sports Podcast:



Business Segments:



Event Segments:



LakeFront TV Segments:



Improvements and Expansion



In our analysis of LakeFront TV, several opportunities for enhancement stand out that will significantly align with the City's vision to promote a progressive, positive public message.

Equipment Upgrades: Foremost, to ensure the delivery of superior quality content, we propose upgrading the existing equipment. A combination of leveraging the already owned equipment and procuring new technology will set the foundation for high-definition broadcasts.

Studio Enhancements: Recognizing the rise in podcast consumption and its influence in shaping public discourse, we propose the establishment of a secondary studio exclusively designed for podcast recordings. This will allow us to tap into new audiences and disseminate information in varied formats. Furthermore, our primary broadcasting studio will undergo a transformation to exude a brighter, more contemporary ambiance.

Automated Broadcasting: To improve station efficiency, we

plan to integrate automation into our broadcasting processes. This step will not only enhance the precision of our studio, but also reduce manual intervention, allowing our team to focus on content creation and curation.

Consistent Quality Content: Our primary content strategy will emphasize consistency. With a robust content calendar and dedicated teams, we will ensure that our broadcasts are both regular and of the highest quality, spotlighting the city's achievements, events, and narratives.

Local Sports Live Streaming: Acknowledging the community's passion for sports, we are keen on expanding sports coverage of local athletics and possible live-streaming local sporting events if funding and logistics allow.

Storage Upgrades: As content volume grows, so does the need for secure storage. We aim to upgrade our current storage solutions, ensuring that our archives are well-maintained, easily accessible, and safeguarded against potential data loss.

Enhancing Local Content: We believe in the power of local stories. By increasing the amount of locally-focused content, we can tap into the heartbeats of our community, celebrating its uniqueness and fostering city pride.

Audience Engagement: To magnify the reach of LakeFront TV, we will launch campaigns and initiatives aimed at boosting viewership. By understanding audience preferences and tailoring content accordingly, we aim to make LakeFront TV a household name.

Should additional funding be provided to LakeFront TV's operations, it would exponentially enhance our capacity to implement the above strategies, further modernize our infrastructure, and potentially introduce innovative content formats that will make the station a beacon of progressive and positive messaging for the City.

Staffing Plan



Doug Akers, President

Doug has over 30 years of progressive management experience in marketing and healthcare. After spending 15 years in Healthcare Administration Doug, a Navy veteran, teamed up with his wife in 2008 to form Akers Media Group, Inc. He has helped lead the team to over 200 awards and has expanded the service offering of Akers Media Group to include website development, video production, and digital management for clients.

Doug is directly involved in strategic planning, conceptualizing, and formulating initiatives to further the mission and expand Akers Media's products. Doug holds a Bachelor of Science degree from the University of South Florida.



Kendra Akers, Founder/Owner

A Leesburg resident since 1987, Kendra has 20+ years experience in the publishing industry and has led her team to being recognized with over 200 awards for design and writing excellence.

This Includes "The Best Overall Magazine, and Best New Magazine in Florida, by the Florida Magazine Association. She was also recognized by INC Magazine for Top Women-Owned business and INC Magazine's 5000 Fastest Growing Companies.

As the Publisher and Executive Editor for Akers Media Group's publications, Kendra has become an expert at content creation. While Kendra's specialty is content creation, she is also able to manage a large team due to her ability to create successful, efficient processes, which allows her time to be involved in all facets of her business.



Cindy Peterson, Executive Producer

Cindy Peterson is a seasoned professional in the news industry, bringing with her a wealth of experience and knowledge that aligns perfectly with the demands of this project. Holding a BS in Communications from the University of Central Arkansas, Cindy's journey in the field began in 2013 with the Daily Commercial Newspaper in Leesburg. Her deep-rooted connection with the community was further emphasized when she became a videographer and video editor for LakeFront TV in 2017.

In 2019, Cindy joined the Akers Media team, becoming a freelance writer and photographer for Style Magazine. She was subsequently promoted to the position of Digital Media Editor. In this role, she produces high-quality online content in addition to her contributions to the magazine's print edition.

Further cementing her credentials in the media industry, Cindy holds the title of Chief Correspondent for Beacon College's esteemed program "A World of Difference," which is broadcasted on PBS channels nationwide.



Michael Gaulin, Creative Director

Michael, a navy veteran, has been with Akers Media since 2013. With over 10 years of design experience, Michael has developed a strong relationship with his team and continues to implement his eccentric creativity, strong collaboration skills, and attention to detail in every project.

Other Team Members

PRODUCER / PODCAST HOST

Kyle Coppola
Sports Content

VIDEO PRODUCTION

Nicole Hamel
Anthony Rao

VIDEOGRAPHER / CERTIFIED DRONE PILOT / NETWORK ENGINEER

Ryan Peterson

GRAPHICS / ANIMATION / EDITING

Shawnee Coppola
Alejandra D'Jermanos
Brittany Fogt

ON AIR TALENT

Gina Horan

Production Equipment

Video Cameras

2 Nikon Z9 Mirrorless Cameras with 8k capability
2 Canon Cameras with 4k capability (Canon EOS 5D Mark III, Canon EOS 5D Mark IV)
Mavic 3 Cini 5.3k Drone
DJI FPV Drone
Hero 11 GoPro
Insta360 X3
Hero 12 GoPro
Videographers also have their own equipment

Camera Equipment

Ronan RS3 Gimbal
Nikon Lenses (200-500mm, 60-600mm, 85mm, 24-70mm, 24-120mm, 15-30mm (2), 70-200mm)
6 Video Tripods
4K Ninja External Video Monitor / Recorder
1 Green Screen
Multiple Video Backdrops

Lighting

8 LED Video Light Panels w/ Soft Boxes
4 LED Light Tubes
3 On-Camera LED Light Panels
4 Continuous Lights with Soft Boxes
10+ Light Stands / Clamps
Multiple Video Scrims

Sound Equipment

3 Sony Wireless Lav Mics
1 Sony Wireless Handheld Mic
1 Seinheizer Shotgun Mic w/ stand
1 On-Camera Shotgun Mic
1 Audio Recorder
4 Vlogging Wireless Lav Mics
1 Rode Studio Mic

Video Editing

6 Editing Stations (Apple)
Adobe Premier Editing Software
Final Cut Pro Editing Software
DiVinici Resolve Editing Software
Envato Elements / Graphics, Sound, B-Roll
Adobe Creative Suite



References



KC Chinapin | ICE/Lorven Heart

kcchinapen@flmedicaldr.com | 352.789.2031

Akers Media was tasked with a complete re-brand of a large central Florida medical practice. Our work included long-form video, commercial video production, website design, collaterals, and digital media management. Akers Media managed a marketing and advertising budget of \$1,400,000 for the client.



Darryl E. Owens, creator/host of "A World of Difference: Embracing Neurodiversity" and associate vice president, communications and engagement, Beacon College, Leesburg, Florida
dowens@beaconcollege.edu | 352.638.9789

Cindy Peterson has worked with Beacon College in producing their TV show, "A World of Difference." She has been a correspondent since season one when they were contracting through LakeFront TV. Subsequently, Cindy has now become chief correspondent for the show, which was picked up in season two by PBS. They are now in their fourth season.

Compensation

Akers Media will assume the responsibility of the aforementioned duties for \$180,000 annually.

Akers Media will bill city of Leesburg \$15,000 per month, on the 1st of every month.



FACCI BELLA INC

August 20, 2023

Anna Marie Chwastiak, DPM

Owner/President

Facci Bella Productions

27650 SE Highway 42

Umatilla, FL 32784

Dear Commissioners,

As many of you may know, my video production company, Facci Bella Productions, has been managing, operating and handling all the productions for the City of Leesburg's LakeFront TV since November of 2013. My organization was approached by the City because of the fear the station was going to close. A former City of Leesburg incubator recipient/marketing company restarted the Lake Sumter College TV channel for personal use and to air Lake County Commission Meetings. At the time, the rumors were being spread that the City of Leesburg was closing its TV channel doors. The first challenge was to reassure the stakeholders in the area that City of Leesburg was not closing their communication platform. Unfortunately, during this time-City of Leesburg lost grant supporters of the channel such as USB Bank, Leesburg Regional and Waterman Hospitals due to the rumors. Currently, Lake Sumter TV (LSTV) has closed its doors due to lack of College programming/ involvement in their own channel. Subsequently, Lake County government reached out to us at LakeFront TV to air their Lake County Commission meetings live and other PSA's. For the past two years, they support City of Leesburg (general fund) with an annual grant of \$25,000 to air and manage their commission meetings in our LakeFront TV programming. Facci Bella Inc receives none of these grant dollars.

As a quick recap, in 2013, with the help of my production manager, we came into an empty LakeFront TV building on 318 S. 2nd Street, where we outfitted it with our production gear which includes HD studio cameras, lighting (studio and out in the field productions), teleprompters, three editing systems, and microphones (studio and field productions). Facci Bella Productions is the team that took productions outside of the in studio box. From monthly on site Library reports and features to out in the field Park and Recreation reports-our goal is to bring Leesburg ALIVE! Of course, this is much more demanding and increased production costs to create these on location videos; however, we know it was worth it to improve our programming quality.

The Covid pandemic really showed the need for LakeFront TV. To keep our citizens informed, our productions were the information source for every City of Leesburg Commission Meeting and Planning and Zoning meetings at the Venetian Center. Our production manager built out for the City a four HD camera system and chamber live switch studio in the Chamber room on the third floor of City Hall.

Post Covid, we saw the need to bring more LIVE programming to our community in addition to our live Commission meetings on our channel and social media platforms. Our first non-meeting LIVE production was the Leesburg Christmas Parade to help folks enjoy this holiday tradition during Covid.

In addition to better programming, Facci Bella Productions acquired PRISM 21, Apple TV, Roku and most recently Amazon Firestick custom channels. We look forward to the opportunity to expanding our channel coverage on more digital platforms, In addition, adding Video On Demand features for those viewers who want to select and chose what they'd like to view on our community channel.

It's been an honor and a pleasure to serve the City of Leesburg commission for the past ten years, I truly believe LakeFront TV can be even more of a strong communications force for our fast growing City. Hence, Facci Bella Productions looks forward to the opportunity of working with the City Of Leesburg for many more years to come! If you have any questions or would like a tour of our studio and production offices, please do not hesitate to contact me directly at 410-241-3320 or email me at lakefronttv@leesburgflorida.gov

Sincerely yours,

Anna Marie Chwastiak, DPM

Approach and Management Plan



Facci Bella Productions

The Facci Bella Production's team will operate and manage the City of Leesburg's LakeFront TV as a government information channel as according to FCC Guidelines.

The LakeFront TV Station Manager and/or Assistant Station Manager shall oversee the various phases of production for programming aired on LakeFront TV.

LakeFront TV is responsible for televising City of Leesburg government services, live coverage of City of Leesburg Commission Meetings, Live CRA Meetings, Live City of Leesburg Budget Meetings, Planning and Zoning Meetings, Live Lake County Commission meetings and will promote and cover City of Leesburg sponsored activities and events.

Additional programming for the station line-up will include public service announcements and other content produced by the Lake County Government, Lake County Emergency Management, St. John's Water Management, Lake County Sheriff's Department, Lake County Historical Society and Lake County School Systems.

Content provided by non-profit organizations can be aired on LakeFront TV provided it meets our broadcast specifications. If non-profits need production assistance of LakeFront TV, Facci Bella Productions will provide production services at an agreed upon price between Facci Bella Inc and the non-profit organization at the request of the non-profit. The nonprofit is not obligated to utilize Facci Bella Inc's production services.

Facci Bella Productions recognizes the jurisdiction of the Federal Communications Commission guidelines pertaining to television programming on LakeFront TV. All such guidelines will be adhered to in the approval of programs for broadcast. Accordingly, the following representative programming applies:

- Meetings/Programs containing obscene, offensive or defamatory material/language shall not be broadcast on LakeFront TV. Community standards of good taste will be adhered to at all times. It shall be the responsibility of each contributing entity to assure that meetings/programs submitted to LakeFront TV shall not contain such material/language.
- Programs containing copyrighted materials will not be broadcast without proper copyright authorization. Staff submitting programs for broadcast are responsible for obtaining all necessary copyright clearance, and shall hold LakeFront TV, the City of Leesburg Commission, Lake County County and its municipalities and other government entities participating, harmless in any case of copyright infringement.
- Copyright for creative properties (original scripts, music, artwork, etc.) shall accrue to the owner/creator of said property. Agreements between the owner/creator and LakeFront TV will contain the following assurance:
 - Owner/creator shall grant LakeFront TV copyright clearance for the use of the property in an agreed-upon manner

- Each party agrees to notify the other of any distribution of the program
- Programs will not be sold, commercially distributed or loaned without prior approval of the Station Manager and/or Assistant Station Manager
- Programs, which have as the primary purpose to promote commercial/profit-making services, products, trade or business will NOT be broadcast on LakeFront TV
- LakeFront TV will not endorse any consumer products
- Discussion of any partisan issues approved for broadcast NOT adhering to equal time guidelines will NOT be broadcast on LakeFront TV.

Station Manager will work closely with City Manager's executive assistant in scheduling promotion and coverage of all City Meetings, ground breaking and ribbon cuttings ceremonies and any other City related events and news worthy topics. In addition, any appropriate City of Leesburg Press Releases can be turned into a video news release at the discretion of the City Manager and/or staff.

In addition, station manager will communicate on a regular basis with all City department heads in regards to any key Public Service announcements and initiatives that their department may need production assistance with. If any departments have available funds in their budget for production of Public Service Announcements, Public Outreach or any special project (ie recruitment videos, department public services etc) such funds should be directed to Facci Bella Inc to cover the additional staffing costs.

FCC Communications -Grant Support Of LakeFront TV Programming

While complying with Federal Communications Commission regulations for non-commercial television, grant supported programing can include promotional spots which can look very much like those on the commercial channels. Public Television spots typically include these elements:

- The underwriters business or organization name
- How long your business has operated in the area
- Your location, address and /or phone number
- A value-neutral description of the business or organization

Trade names, products or services that identify the underwriter Third Party Names, corporations or sponsors cannot be included

An established corporate slogan that complies with all FCC regulations found in Section 399B of the Federal Communications Act of 1934, and sections 73.504 (d) and 73.503 (e), FCC 2D 255 (1994)

Mission

LakeFront TV is an informational and cultural resource for the City of Leesburg and its residents, visitors, and friends.

Vision

LakeFront TV strives to be the communications department of the City of Leesburg offering video production services and media distribution through the City's cable channels, live streaming, custom digital channels and social media platforms. (YouTube, FB, Instagram and Twitter).

Lakefront TV strives to offer internships and part-time positions for those high school and college students seeking careers in media and digital content production.

Bringing the Community Together

LakeFront TV acts as a bridge between public, educational, and government entities to bring the people of Leesburg and the surrounding area closer together.

LakeFront TV

LakeFront TV operates cable channels XFINITY 22 and SPECTRUM 497, as well as its own custom streaming channels on Amazon Firestick, Apple TV and Roku Media Devices. In addition, LakeFront TV has an active YouTube channel, Facebook and Instagram pages. Live streaming is available 24/7 on LakeFrontTV.com

Qualifications and Experience



Facci Bella Productions

Overview:

Facci Bella Inc launched **Facci Bella Productions** in 2001.

Owner/President **Anna Marie Chwastiak, DPM** started the company after ten years as television producer and medical correspondent in the broadcast news industry. Dr. Anna Marie worked for various networks across the United States such as WMAR-TV (ABC affiliate in Baltimore, MD), WFMZ-TV (Fox Network-Philadelphia, PA), WNEP-TV (ABC affiliate Scranton, PA), NewsChannel 12 (New York, New York) and KHON-TV (NBC-Honolulu, HI).

In September 2001, Dr. Anna Marie joined forces with Todd Trepiccione, who comes with an extensive background in production management, audio engineering and lighting. List of Todd's clients include: The Beach Boys, Traffic, The Monkees, Ray Charles, and Patti LaBelle to name a few. Todd was instrumental in the production of the eleven Inaugural Balls for President George W. Bush. He was also part of the team that connected then Vice President Al Gore with Astronaut John Glenn when Commander Glenn went up on the space shuttle.

Over the past twenty two years, Facci Bella Productions has produced content for clients such as. the National Institutes of Health, Food and Drug Administration, United States Pharmacopeia (USP), Arthritis Foundation, American Diabetes Association and the American Podiatric Medical Association. Other clients we produced national commercials for include Nutramax Laboratories, Zimmer MediSystem, Ramard Nutraceuticals, and Aprilaire.

From 2003-2010, Facci Bella Productions was one of the exclusive content producers for The Weather Channel where Dr. Anna Marie's Forecast For Health reports aired nationally fifty times per week. Custom interstitials included content for clients such as Coppertone, Clorox, Johnson and Johnson, Halls, Transitions, Aveeno, OFF Bug Spray, Aprilaire Home Health Products to name a few.

In 2013, Facci Bella Productions was approached and tasked with the resurrection of the City of Leesburg's LakeFront TV and to provide production equipment and services for the local government channel.

Improvements and Expansion



Facci Bella Productions

City of Leesburg's **LakeFront TV** has expanded and improved tremendously over the past ten years under the direction of Facci Bella Productions both technically and distribution.

Technically:

- Live programming capabilities from the City Commission Chambers, Venetian Center, LakeFront TV studio and Remotely (Annual Christmas Parade/LHS Graduation/Miss Leesburg Scholarship Pageant)
- High Definition Cameras /Live Switch City of Leesburg Commission Chambers
- Automated Closed Captioning

Distribution:

- Facci Bella Productions acquired Centurylink's PRISM 21 and HD channel PRISM1021
- Created custom digital channel for LakeFront TV: Amazon Firestick, Apple TV and Roku
- Live Commission Meetings now available on YouTube and Facebook

Here are some key areas of improvements and expansion that Facci Bella Productions would like to address when it comes to moving City of Leesburg's LakeFront TV forward:

- ❖ **Public Awareness and Outreach:** As Leesburg and the surrounding area swiftly grows, we need to alert new residents that City of Leesburg has a 24/7 community TV. channel. Since our channel currently does not have a marketing budget-a simple outlet would be to include information and LakeFront TV on utility bills, newsletters and a better presence on the City of Leesburg website. It would be also helpful when City Departments do public initiatives and the. mailers that they include LakeFront TV in their messaging.
- If the communications team at City of Leesburg's LakeFront TV was provided a marketing budget-we would explore creating video content to brand City of Leesburg's initiatives, events, and at the same time alert folks of the City's local channel. These brand specific promotional spots would air on cable channels and internet platforms Leesburg residents and the surrounding community are tuning into (ie Fox, CNN, Golf Channel, Hallmark, etc).
- ❖ **Support From Municipalities and County:** Facci Bella Inc was able to acquire a **25K grant** from the Lake County Government to air their live Board of Commissioner meeting. This financial support goes to the City of Leesburg's general fund. I believe as Lake County and the surrounding municipalities expand there is an opportunity to approach these cities for additional support to our local channel. A good example is annually-the St. John's Water Management requires cities to do outreach for water conservative

awareness. This added annual grant dollar support of approximately \$1600 annually from each Lake County municipality to the City of Leesburg allows LakeFront TV to create quality Public Service Announcements to educate our entire community.

- **Grant Writing:** Assistance from a designated City of Leesburg representative. Since a vendor cannot apply for grants for LakeFront TV, City of Leesburg is missing out on additional funding support to assist with the operations, management and growth of their government television channel. Facci Bella Inc will work closely with the grant representative in identifying appropriate grants that are currently available for programming outreach, emergency services and programs that support education opportunities for students interested in media and technical skills.
- **Recreation Department & Leesburg's Teen Center:** Facci Bella Productions recently became aware of some youth at the Leesburg Teen Center that have a passion for media/graphics and the music industry. Unfortunately, it appears the "Music/Green Screen Room" is not being utilized by the teens because of a lack of knowledge of how to use the equipment. With added LakeFront TV support we would be able work and educate the team over at the Teen Center and its youth to utilize this equipment and possibly even inspire these teens to create video programming and music projects that could be broadcast as part of our programming
- ❖ **Support for Commissioner Districts:** Facci Bella Productions sees the need to work closely with the City of Leesburg Commissioners in creating programming content for television and social media platforms to alert the districts of what their elected Commissioner is working on to improve and develop their designated districts in our community. These monthly "Commissioner Corner" reports would be interview style in the studio setting with supporting footage and graphics.
- ❖ **Video On Demand Device (VOD):** Video on demand is exactly what it sounds like. This added piece of equipment for our City Channel takes away the need of storing our video content on You Tube on our City of Leesburg website. Plus, when viewers come to our digital custom channels (Amazon Firestick, Apple TV, and Roku), they would be able select "live programming" or click on the Video On Demand button to select what programming they would prefer to watch at that moment in time. This is a great way to store and manage all our City Meetings, City Events and Public Service Announcements.
- ❖ **Expand Social Media Presence:** Facci Bella Productions creates content and manages the City of Leesburg's LakeFront TV social media platforms (FB, Instagram and Twitter.) However, with a designated social media staff member, who can also assist with content creation for the City's Channel, they can also be proficient with blogging, Google ad campaigns and other creative on-line techniques to expand our City content to a wider audience on the world wide web.

Staffing Plan



Facci Bella Productions

Facci Bella Inc's Dr. Anna Marie and Todd Trepiccione will be available 24/7 to be certain that the City of Leesburg's LakeFront TV is operating on all local cable outlets, live streaming and on all it's digital platforms (Apple TV/Amazon Fire Stick and Roku).

All City Commission Meetings, the second and fourth Monday of each month, as well as any CRA meetings and budget meetings will be covered live. In addition, Facci Bella Inc will cover monthly Planning and Zoning meetings. In addition to those duties, Facci Bella Inc will coordinate with the technical team from Lake County Government in the live coverage of their bi-monthly Lake County Commission Meetings. Facci Bella Inc will continue to make themselves available to the Lake County Emergency Operations Center (EOC) to broadcast emergency notifications via our live broadcast capabilities as needed.

Staffing Overview:

Station Manager/Programming Director: Dr. Anna Marie Chwastiak

- Provide 24/7 management and oversight of programming and distribution on cable outlets and all digital platforms.
- Station Manager (Dr. Anna Marie) is responsible for directly communicating with City of Leesburg department heads for developing content and PSA's to highlight their services & projects. Scripting assistance will provided when needed.
- Work with City Manager's office in the development of video Public Service Announcements to be part of City of Leesburg Press Releases.
- Work with City Manager's office in scheduling promotions & coverage of City meetings, ground breaking/ribbon cuttings and events.
- Acquire additional community programming and PSA's where applicable for LakeFront TV programming
- Schedule crews for coverage of PSA's and events
- Create weekly Things To Do-Community Calendar
- Assist with editing of video productions for City
- Work with Lake County Technical crew for LIVE coverage of Lake County Commission Meetings. Also work with Lake County Emergency Operations Center during times of crisis.

Live Meeting and Studio Engineer/Broadcast Operations Manager:Todd Trepiccione

- Provide live multi-camera coverage of City of Leesburg Commission Meetings, Planning and Zoning and all other special City Meetings.
- Live switch multi camera productions in LakeFront TV studios
- Schedule Live Streamings for live meetings and event coverage.
- REMOTE Live Streaming Coverage of City of Leesburg Events (Christmas Parade, Venetian Center and any other required remote event.) Production of special events: MLK Parade, Mardi Gras, Juneteenth, National Night Out etc)
- Equipment operations/management/maintenance. Equipment inventory control for independent contractors that require additional Facci Bella equipment.

Freelance Videographers and Editors:

- Facci Bella Inc has assembled a very select group of freelance videographers/editors that we use to represent LakeFront TV. Each of these people have proven themselves to not only be professional but extremely talented and can be counted upon to represent the City in a professional manner.

Social Media

- Due to the overwhelming demand for social media coverage, we are looking to expand that division of our creative team.

Production Equipment



Facci Bella Productions

Facci Bella Productions owns an extensive array of High Definition broadcast quality production equipment. Our existing equipment will adequately outfit City of Leesburg's government channel's studio and post-production space. In addition, we have production gear to produce high quality content out in the field.

Any and all content produced by Facci Bella Inc. for LakeFront TV and or the City of Leesburg is the sole property of the City.

Equipment List:

Cameras:

- Four (4) Sony XDCAM HD Cinematic Cameras
- Eight (8) Tripods (4 Tripods With Studio Wheels)
- 2 Panasonic P Series 1/3" chip field cameras

Lighting:

- Twelve (12) LED Studio and Field Lights
- Two (2) 1.2K HMI Outdoor Lights
- Stands Rigging and Cables for Above Light Fixtures
- Four (4) Incandescent lights with diffusion and rigging and stands
- Miscellaneous cables/stand/Grip Elements and Dimmers

Audio:

- Six (6) Sony Wireless Handheld and Lavalier Combo Kits
- Two (2) Studio Shotgun Microphones (RODE)
- Six (6) Studio Hard Wired Lavalier Microphones For Studio Interviews

Editing Equipment:

- Three (3) iMac Computers with editing suites and Final Cut and Adobe Software
- Two (2) iMac Laptops with editing software

Additional Equipment:

- Three (3) Teleprompters (2-in studio and 1 remote productions)
- Two (2) Black Magic Video Switchers
- One (1) Black Magic Hyperdeck HD Recorder
- One (1) iMac (Studio) For Studio Control
- Four (4) In Studio and Control Room Video Monitors
- One (1) 32" Monitor For Presentations In Studio



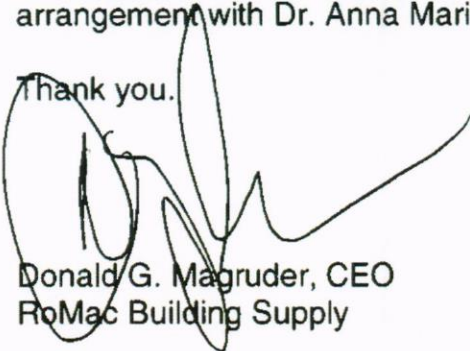
Dear Al,

I understand the City of Leesburg is in the process of updating its Management/Production Services Contract for Lake Front TV under RFD #232002, and I would like to offer this letter in support for the proposal of Dr. Anna Marie Chwastiak. First, I believe more than ever that community television is needed to keep the residents updated with local news and information, and we have found that Dr. Anna Maria is very capable, and most importantly, willing to share the latest news and information.

Due to Dr. Anna Maria's willingness to share Leesburg Academy Builders with the public, Leesburg High School has seen its Construction Academy grow from 32 students to over 350 students in the last 5 years. In fact, she has been instrumental in sharing this program throughout the state which has enhanced the reputation of Leesburg High and the community. Dr. Anna Maria is also very willing to work with Leesburg businesses to educate the community on upcoming events and information which can be used to enhance the local experience in Leesburg. Her first instinct is to work with business leaders in the community to promote Leesburg.

With her extensive background in television as well as love for the community, I do believe we are fortunate to have her at Lake Front TV. I encourage you to continue your business arrangement with Dr. Anna Marie.

Thank you.



Donald G. Magruder, CEO
RoMac Building Supply

References



Facci Bella Productions

Reference: Bill Mathias

Title: Lake County School Board

Business: Mathias Food Service and Restaurant Equipment

E-Mail: mfec@aol.com

Phone: 352-551-9208

Reference: Commissioner Sean Parks

Title: Lake County Commissioner

E-Mail: sean@parksconsultingfl.com

Phone: 352-988-7099

Reference: Don Magruder

Title: CEO:RoMac Lumber and Supply

E-Mail: don.magruder@romacfl.com

Phone: 352-505-4944

***Facci Bella Inc** has worked extensively over the past ten years with the above mentioned references when it comes to creating content for City of Leesburg's LakeFront TV. In addition to content creation, Facci Bella worked directly with creative students from the Video Production departments from Lake County Schools. For three years-we have profiled and followed the talented students from LHS Construction Academy with the construction of their Habitat For Humanity Project homes and RoMac Lumber.

Reference: Terry Connelly

Title: SVP and General Manager Of The Weather Channel

E-Mail: terry@connellycompany.com

Phone: 770-226-0000

*Facci Bella Inc created and produced lifestyle programming for The Weather Channel from 2003-2010. Dr. Anna Marie's Forecast For Health Reports aired approximately fifty times per week on the network. In addition to these general reports, Facci Bella Inc also created custom content for the network for several large campaigns.

Reference: John Fritsche

Title: SVP Operations-NBC Olympics

E-Mail: jfritsche@nbcolympics.com

Phone: 212-664-4444

*Dr. Anna Marie worked under John Fritsche as a research assistant when John Fritsche was SVP Operation at NBC Universal. In 2002, John Fritsche hired Todd Trepiccione of Facci Bella Inc. to be an audio engineer for the live concerts during the 2002 Salt Lake Olympics

Dr. Anna Marie Chwastiak

Facci Bella Productions

RE: RFP #232002

To whom it may concern,

I am writing this letter of recommendation on behalf of Dr. Anna Marie and her dedicated work she does keeping all of Lake County informed on various issues through Lake Front TV. I have worked Dr. Anna Marie on several occasions and have noticed her commitment to both service and quality of work for the Citizens of Leesburg and Lake County. I have no issues writing this letter of recommendation as I know that she is one of the best possible choices to continue to keep this public broadcasting programming not only active but entertaining.

If you have any questions, please do not hesitate in contacting me.

Kirby Smith

Lake County Commissioner Dist. 3

352.434.4419



Sean M. Parks, Chairman
Commissioner, District 2

September 21, 2023

Al Minner
Leesburg City Manager
P.O. Box 490630
Leesburg, FL 34749-0630

RE: RFP (Ref. #: 232002)

I understand that the City of Leesburg currently has an RFP for production services of the City's government television channel LakeFront TV. It is my pleasure to recommend Dr. Anna Marie's production company, Facci Bella, to continue to operate and manage LakeFront TV.

For the past ten years Dr. Anna Marie has emersed herself into the community. She works diligently to bring the important issues to the public through LakeFront TV, including broadcasting live the Lake County BCC meetings. She works closely with Lake County's Emergency Management to provide hurricane preparedness; assisting them with getting emergency information out during severe weather.

Dr. Anna Marie is very dedicated to her work at LakeFront TV and the community she serves.

If you have any questions, please do not hesitate to contact me at sean.parks@lakecountyfl.gov or 352-988-7099.

Sincerely,

Sean M. Parks

SMP/ak

Cc: Leesburg City Council Members (via email only)
Al Minner, City Manager (via email only)



August 22, 2023

Mr. Al Minner, City Manager

501 W. Meadow Street
P.O. Box 490630
Leesburg, FL 34749-0630

Letter Of Recommendation

Mr. Minner:

In this communication era, where it is challenging to discern fact from fiction, Leesburg is fortunate to have LakeFront TV as a source for the community to get accurate news and information about our great city and county.

You have a Request For Proposal #232002 LakeFront TV's Production Services. I wholeheartedly recommend that Facci Bella Productions remain at the helm of this excellent communication resource of our city.

I met Anna Marie Chwastiak, DPM, president of Facci Bella Productions, shortly after she took over management of LakeFront TV ten years ago. I was initially skeptical because the rumor was that the station would close. I was impressed at our first meeting with her passion and vision of what LakeFront TV could be.

My organization provided grant funding for a series called "Taste of Lake." It featured local restaurants. Those featured told me they saw up to a thirty percent increase in business after their story was aired.

I have seen her ability to take control of big projects and execute them fully. Dr. Chwastiak is cheerful in the face of daunting deadlines, a pleasure to work with, and always available to lend a hand when necessary.

Rarely do you come across someone talented at both big-picture ideas and executing the small details. – Dr. Anna Marie Chwastiak is just that person.

As station manager, in addition to the day-to-day task of running the station, she pitches event programming to stakeholders for grant funding. Then, she manages the relationship from ideation through execution.

She has a strong passion for education. Our superintendent initiated ART in every elementary and middle school six years ago. Dr. Chwastiak had the idea for our kids to decorate and auction Christmas trees during the holidays. This annual event, "Festival of Trees," is a tremendous fundraiser to support our art programs and draw families to shop at Lake Square Mall. She produced a series, Undiscovered Talent, which featured talented students from around Lake in a singing competition.

Most importantly, she created intern positions at LakeFront TV for students in our high school media production programs. Her mentorship has been invaluable to the students who choose media production for their undergraduate education.

During the ten years at LakeFront TV, Facci Bella has demonstrated a stellar commitment to public television. They have expanded into other media platforms, making programming available to viewers nationwide. They have a vision for the future, all while being fiscally responsible to the stakeholders in Leesburg.

Again, I recommend selecting Facci Bella Productions for production services for LakeFront TV.

Respectfully,

Bill Mathias

William John Mathias, MAOM
President

CC:

Mayor Jimmy Burry
Commissioner Allyson Berry
Commissioner Alan Reisman
Commissioner Jay Connell
Commissioner Mike Pederson

Compensation



Facci Bella Productions

Facci Bella Productions provides all broadcast quality production equipment to create content for the City of Leesburg's LakeFront TV. In addition, as per the City's vendor contract requirements, we are responsible for providing liability insurance coverage for video production services in studio and out in the field. In addition, proper commercial production vehicle insurance coverage. City of Leesburg shall be listed as an additional insured and a certificate shall be provided to the city. Any and all subcontractors shall be required to provide: proof of insurance commensurate to the services they provide. Facci Bella Productions will also provides all editing software, licensure for royalty free music and graphics for post-production services.

Personnel

Station Manager & Programming Director

- Provide 24/7 management and oversight of programming and distribution on cable outlets and all digital platforms.
- Station Manager (Dr. Anna Marie) is responsible for directly communicating with City of Leesburg department heads for developing content and PSA's to highlight their services & projects. Scripting assistance will provided when needed.
- Work with City Manager's office in the development of video Public Service Announcements to be part of City of Leesburg Press Releases.
- Work with City Manager's office in scheduling promotions & coverage of City meetings, ground breaking/ribbon cuttings and events.
- Acquire additional community programming and PSA's where applicable for LakeFront TV programming
- Schedule crews for coverage of PSA's and events
- Create weekly Things To Do-Community Calendar
- Assist with editing of video productions for City
- Work with Lake County Technical crew for LIVE coverage of Lake County Commission Meetings. Also work with Lake County Emergency Operations Center during times of crisis.

Personnel	
Live Meeting and Studio Engineer Broadcast Operations Manager	• Provide live multi-camera coverage of City of Leesburg Commission Meetings, Planning and Zoning and all other special City Meetings. • Live switch multi camera productions in LakeFront TV studios • Schedule Live Streamings • REMOTE Live Streaming Coverage of City of Leesburg Events (Christmas Parade, Venetian Center and any other required remote event.) Production of special events: MLK Parade, Mardi Gras, • Equipment operations/management/maintenance. Equipment inventory control for independent contractors that require additional Facci Bella equipment.
Videographers and Editors	• Provide filming and post-production services to create short and long programming for City of Leesburg's LakeFront TV
Social Media / Website Content	• Create and Manage LakeFront TV's social media platforms and City website content contributions

Personnel

Proposed LakeFront TV Budget:

\$235,500 per annum

- Proposed 3-year contract with 5% COLA (5% per year) with the participants option to extend the contract at the existing rate and applicable COLA for an additional 3 year term.
- Any grant dollars awarded to LakeFront TV shall be assigned to a designated account for the sole use of LakeFront TV for any additional production costs related to the grant and/or any equipment required to comply with the grant requirements. Any purchased equipment with said grant dollars would be the property of City of Leesburg. These funds shall be used at the discretion of the contractor (ie Facci Bella Inc)

FACCI BELLA PRODUCTIONS

During our past ten years as the production company for the City of Leesburg's LakeFront TV, Facci Bella Productions has always approached our content development for the City on a "tier" system to utilize our department's budget best.

Tier One: incorporates coverage of all City Commission Meetings, Budget Workshops, Planning and Zoning, any special requested meetings, and, of course, tech management of the bi-monthly Lake County Commission Meetings. In addition to the City and County Meeting coverage responsibilities, LakeFront TV station manager, Anna Marie Chwastiak, works closely with the City Manager's office, City Commissioners, and all department heads to create desired communications content to be distributed to our community via our cable channels, digital platforms (Apple TV, Amazon Firestick and Roku), social media and added content for our City of Leesburg's website.

Tier Two is focused on civic groups, community events, and Lake County Schools. Please note the LakeFront TV team works closely with Habitat for Humanity, Leesburg High School's Construction Academy, and ROMAC Building Supplies around the distribution of their annual TV program "Leesburg's Builder's Academy". These four (4) half-hour shows are not included in the breakdown. In addition, LakeFront TV's creative team from Facci Bella Productions works closely with Lake County Schools Video Education Department interns to create a minimum of six (6) half-hour fully student-produced television shows for our Saturday morning programming line-up each school year.

Tier Three includes additional creative community content to keep our viewers in touch with what is happening in our beautiful LakeFront City, local high school sports highlights, and a monthly magazine-style Leesburg-focused program.

As per your request to assist with the RFP process for LakeFront TV, the Facci Bella productions team has never capped the City on any total minutes of video and never charged the City for additional costs for its productions.

CONTACT

One element of this RFP that needs to be addressed is the full-time position required for the operations and management of LakeFront TV. The station manager/program director of the City's 24/7 TV channel is responsible for video project planning (in-studio and out in the field), developing and writing scripts, and crew assignments to produce, film, and edit. In addition, the station/program manager is also responsible for the initial review of all projects before being sent to department heads for final review. In addition, the station manager/program director is responsible for programming line-up and scheduling, raw and final project file storage, and programming management on the station's server system. In addition, this position is responsible for all social media platforms. This is a minimum 40-hour position and requires "on-call" for weekends to monitor programming and closed captioning on the City's Public, Education, and Government Channel.

****A salary of \$99,850 from the Facci Bella Production RFP budget has been dedicated to fulfilling this integral role for the City channel for management, operations, planned content, and distribution expansion of our City video content.**

Purchasing Request: 1.) Based on the annual contractual amount provided in your RFP Response, please provide the City how much of your total cost is allocated for airing public meetings and how much is allocated for developing media material.

As you know, City of Leesburg Commission Meetings, Budget Workshops, Planning and Zoning Meetings, and other special meetings vary by length. Our broadcast tech covering the meetings is always on site an hour before the assigned meeting to prep equipment for recording video and audio (Lakefront TV also provides audio recording only for City Transcription) and test live stream for our broadcast channels, website, and social media. Coverage of the meetings in our Tier One was averaged at 3 hours per meeting at a rate of \$200.00 per meeting. Please note that the *actual* meeting time goes over two hours, and the broadcast tech is paid an additional \$35.00 per hour.

- Meeting Average Total Time Per Year: 11,130 minutes (185.5 hours)
- Designated Meeting Cost For City & County: \$15,000 Per Year
- City of Leesburg Content Development: \$120,660
- Planned Video Production: 2500 minutes

CONTACT

Purchasing Request: 2.) About your production cost, how many minutes of video material will you provide the City?

Annual Proposed Budget: \$235,500

Station Manager/Program Director: \$99,850

Budgeted Meeting Coverage: \$15,000

Video Production: \$120,650

\$120,650 / 2500 minutes = \$48.26

If you have any questions, please do not hesitate to contact Anna Marie Chwastiak from Facci Bella Productions at 410-241-3320.

Sincerely,
Anna Marie Chwastiak, DPM
President/Owner
Facci Bella Productions

CONTACT

LakeFront TV Tier One

Facci Bella Productions

Project	Total Number	Production Cost	Average Video Time	Production Time	Average Crew Per Hour	Total Per Year
Commission Mtgs	24	\$200.00	3 Hours (72hr/yr)	Live Stream 2hrs	\$65.00	\$4800.00
Budget Mtgs	4	\$200.00	3 Hours (12hr/yr)	Live Stream 2 hrs	\$65.00	\$800.00
P & Z Mtgs	12	\$200.00	2 Hours (24 hr/yr)	Live Stream 2 hrs	\$65.00	\$2400.00
CRA & CDC Mtgs	7	Included in Comm Mtg Budget	(210 minutes)	Live stream 30 min	Included in Comm Mtg budget	Included In Comm Mtg Budget
Special Meetings- as requested by City Manager	*As Needed (ie electric advisory/ airport etc)	\$200.00	2 Hours	Live or Record (As Per Requested)		*As Requested
Lake County Meetings	24	\$200.00	3 Hours (72hr/yr)	*Master Control Monitoring	65.00	\$4800.00
AVERAGE TOTAL MEETING TIME	*If Meetings go beyond 2 hours- crew paid \$35 each additional hour.		185.5 hours Minimum Per Year (11,130 minutes per year)			\$12,800 per year
LAKEFRONT TV PRODUCTIONS:						
State Of The City	1	350.00	10 Minutes	7 Hours	\$50.00	\$350.00
State Of Leesburg Video Spotlight	1	\$1200.00	5 Minutes	24 Hours	\$50.00	\$1200.00
City Manager Update (Studio)	12	\$350.00	5 Minutes each (60minutes total)	7 Hours Studio Tech, Prompter & Editor	\$50.00	\$4200.00
Mayor Update	12	\$350.00	5 Minutes each (60 min. Total)	7 Hours Studio Tech/ Prompter & Editor	\$50.00	\$4200.00
Video Press Releases-City Manager Office	12	\$150.00	1 Minute each (12 Min total)	3-4 Hours	\$45.00	\$1800.00
City Commissioner Updates	5	\$500.00	5 Minutes each (25 min total)	8-10 hours	\$50.00	\$2000.00
Airport Updates	4	\$350.00	5 Minutes each (20 min total)	7h	\$45.00	\$1400.00
Parks and Rec Promos	12	\$275.00	2 Minutes each (24 min total)	6 Hours	\$45.00	\$3300.00
Parks and Rec Coverage of Events/Event Features	12	\$350.00	3 Minutes each (36 min total)	7-8 hours	\$45.00	\$4200.00
Library Updates	12	\$350.00	5 Minutes each (60 min total)	7 -8 Hours	\$45.00	\$4200.00
Library Special Event Highlight	12	\$400.00	30 Minutes (360 min. Total)	8 Hours	\$45.00	\$4800.00
Police Dept NNO Promo	1	\$275.00	2 Minutes	6 Hours	\$45.00	\$275.00
Police National Night Out	1	\$500.00	5 Minutes	7-8 hours	\$45.00	\$500.00
Police Dept PSA	4	\$350.00	2 Minutes each (8 min total)	6-7 Hours	\$45.00	\$1400.00
Fire Dept PSA	4	\$350.00	2 Minutes each (8 min total)	6-7 Hours	\$45.00	\$1400.00

Project	Total Number	Production Cost	Average Video Time	Production Time	Average Crew Per Hour	Total Per Year
Fire Prevention Spotlight	1	\$350.00	3 Minutes	6 Hours	\$45.00	\$350.00
Fire Graduation	1	\$500.00	60 Minutes	10 Hours	\$50.00	500.00
Public Works Promos-Ribbon Cuttings/ Groundbreaking	4	\$175.00	2 Minute each (8 min. Total)	3-4 hours	\$45.00	700.00
Groundbreaking or ribbon cutting Coverage	4	\$500.00	2h (120 minutes) :30 min on average each show	7	\$45.00	\$2000.00
Public Works PSA's (Hurricane Prep, Sandbags, Irrigation/water conservation etc	4	\$350.00	3 Minutes each (12 minutes)	7-8 hours	\$45.00	\$2100.00
Electric Dept PSA's	4	\$350.00	3 Minutes each (12 minutes)	7 Hours	45.00	\$1400.00
Gas Dept PSA	4	\$350.00	3 Minutes each (12 minutes)	6 Hours	\$45.00	\$1400.00
Human Resources -Employment Video	1	\$500.00	3 Minutes	7	\$45.00	500.00
FSL Grant	1	\$275.00	2 Minutes	6 Hours	\$45.00	\$275.00
Holiday Greetings-City Departments	20	\$200.00	3 minutes (60 minutes total)	4h	\$45.00	\$4000.00
City Event Promos:	4 Minimum: Christmas Parade/ 4th July/ BikeFest/ Mardi Gras/TBD	\$350.00	1 minute each (4 Minutes min)	8 Hours	\$45.00	\$1400.00
Parade Coverage and Special City Events	Christmas Parade LIVE	\$1800.00	120 Minutes	6 Hours	Live Stream-Crew of 5	\$1800.00
	MLK Parade LIVE	\$1500.00	90 Minutes	5 Hours	Live Stream-Crew of 5	\$1500.00
	Mardi Gras	\$500.00	30 Minutes	10 Hours	\$50.00	\$500.00
	Fourth of July	\$500.00	3 Minutes	9 Hours	\$55.00	\$500.00
	BikeFest Coverage	\$750.00	6 Minutes	9 Hours	\$62.00	\$750.00
Total: Tier ONE			18h 96m (1240 minutes)			\$54,900 Per Year
Special Projects 2023:	ABOVE AND BEYOND PROJECTS Of 2023					
Human Resources	1	\$3150.00	45m	2d 22h. (70 hours) 4200 minutes of production	\$45.00	\$3150.00
Fire First Year Recruitment	1	\$1800.00	60 Minutes	1d 6h (30 hours) 1800 minutes	\$45.00	1800
Leesburg Police Recruitment	1	\$1440.00	5 Minutes	28 hours (1680 minutes)	\$45.00	\$1440.00
Total Special Projects			(110 minutes)			\$6390.00

Project	Total Number	Production Cost	Average Video Time	Production Time	Average Crew Per Hour	Total Per Year
Total Tier One Total Per Year: *NOT Including Meetings			1350 MINUTES Production Finished Product			\$61,290.00

LakeFront TV Tier Two
Facci Bella Productions

Project	Total Number	Production Cost	Average Video Time	Production Time	Average Crew Per Hour	Total Per Year
CRA AND CDC PROJECTS: Groundbreakings PSA	2	175.00	4 Minutes total	3-4 hours	\$45.00	175.00
Groundbreaking Coverage/Ribbon Cutting	2	\$500.00	4 minutes total	7 Hours	\$45.00	1000.00
Juneteenth Promo	1	175.00	2m	4 Hour	\$40.00	175.00
Juneteenth Coverage	1	\$350.00	3m	6h	\$45.00	350.00
Melon Patch Art Updates	12	\$350.00	3 minutes each (36 minutes total)	6	\$45.00	\$4200.00
Leesburg Center For the Arts : Art Festival Promo	1	175.00	2 MINUTE	4h	\$40.00	175.00
Leesburg Center For The Arts: Beast Feast Promo	1	175.00	2m	4h	\$40.00	175.00
Leesburg Center. For the Arts: Beast Feast Coverage	1	\$500.00	8m	7h	\$45.00	\$500.00
Leesburg Monthly Art Updates	12	\$350.00	8m (96 minutes)	7h	45.00	\$4200.00
Leesburg Center For the Arts Summer Camp Promo	1	\$175.00	2 MINUTE	4h	\$40.00	175.00
Leesburg Center For The Art Camp. Coverage	1	\$500.00	8m	7h	\$45.00	\$500.00
JAMBURG-Center For Arts Promo	1	\$175.00	2	4	40	175.00
JAMBURG-Center For Arts Event Coverage	1	500.00	5m	7	45.00	500
Veterans Support: Memorial Day	1	\$500.00	60 Minutes	7	\$45.00	\$500.00
911 Ceremony	1	\$500.00	60 Minutes	7	\$45.00	\$500.00
Miss Leesburg Scholarship Pageant	1	\$1800.00	4h. (240 minutes)	10 hours LIVE STREAM	\$1800 -3 cameras live switch remote	\$1800.00
Sounds Of The Season-Lake County Schools	1	\$1200.00	60 Minutes	1d 2h	Multiple HS Shoots-Bands	\$1200.00
Total: Tier Two			594 Minutes total			\$16625.00

LakeFront TV Tier Three

Facci Bella Productions

Project	Total Number	Production Cost	Average Video Time	Production Time	Average Crew Per Hour	Total Per Year
Leesburg Projects						
Leesburg Lightning Promo	1	200.00	2m	7	45.00	350.00
Leesburg Lightning Open Game	1	350.00	5m	7	45.00	350.00
Bass Tournament Promotion	1	175.00	1m	4	40.00	175.00
Bass Tournament Coverage	1	750.00	8m	14h		750.00
Inside Leesburg Monthly News Magazine	12	1200.00	360 minutes	12 hours each Crew of 2	\$75.00	1200.00
Things To Do Weekly in Leesburg Video	52	\$175.00	2m (104 minutes total)	4	40.00	9100.00
Sports Buzz with LHS	5	\$450.00	30m. (150 minutes total)	11	40.00	\$2250.00
Local Community: New Service /Biz feature	6	\$500.00	8m	9	45.00	3000.00
Total Production Time for Local Content		3800.00	Total 638 minutes			17,175.00



LakeFront TV RFP – 1.2.1 Cover Letter

Submitted By:

Marc Robertz-Schwartz
President
Hometown Health TV, LLC dba Red Apples Media
734 N. 3rd Street, Suite 119
Leesburg, FL 34748

PH: 352-801-7106
Email: Marc@RedApplesMedia.com

As you will see from your evaluation of this submission packet, Red Apples Media is uniquely qualified to deliver the expectations of this contract as the only local full-fledged video production facility with full-time staff and existing equipment, having **already fulfilled a seven (7) year contract successfully managing, growing, and enhancing the PEG channel at Lake Sumter State College (LSTV).**

Red Apples Media has been a Leesburg based business since its incorporation in 2009. Incubated in the Leesburg/UCF/ Lake County Business Incubator from 2009-2012, it was named the International Business Incubator Business of The Year (non tech) in 2012, a first for the state of Florida.

A deeply rooted Leesburg and Lake County business, Red Apples Media prides itself on its strong industry and area reputation and partnerships, amassing more than 25 industry, community, and agency honors and awards including; Telly Awards, MarComm, Communitas, Lake County School District, Lake County Education Foundation, Lake County Department of Health, Leesburg Area Chamber and UF Gator 100, to name a few.

Red Apples Media has built that reputation on its exceptional commitment to quality, relevant and brand-focused video production and creative services. We recognize the importance of strategic partnerships to not only help cross-promote and market the LFTV and its content, but to ensure "buy-in" from City, County and other third party stakeholders.

Further, Red Apples Media has long been a leader in the quickly changing content development landscape, often leading the way in recognizing trends, technical advancements and the importance of a multimedia mindset when developing and distributing content for a hyper-local audience.

With this in mind, Red Apples Media and its five fulltime staff employees, is honored to submit its interest in the operations of Lakefront TV, in close partnership and collaboration with the City of Leesburg, its leadership and commissioners.

Thank you for the opportunity,

A handwritten signature in black ink, appearing to read "Marc", with a long, sweeping horizontal stroke extending to the right.

Marc Robertz-Schwartz



**LakeFront TV RFP – 1.2.2
Approach and Management**

Submitted By:

Marc Robertz-Schwartz
President
Hometown Health TV, LLC dba Red Apples Media
734 N. 3rd Street, Suite 119
Leesburg, FL 34748

PH: 352-801-7106
Email: Marc@RedApplesMedia.com

As noted throughout this submission, Red Apples Media is not only the sole local vendor with experience running a PEG channel in Lake County, but as a result, has a deep understanding of what it takes to do so from both an operations and content creation standpoint.

However, it is important to note the dramatically changing landscape when it comes to the distribution and consumption of video content, particularly since the current vendor agreement was created approximately 10 years ago.

- “Cord Cutting” (the cancelation of cable TV subscriptions by residential subscribers) continues to dramatically reduce the number of cable homes, but also the reach of cable-based PEG and access channels. 2023 has seen the highest defection of cable homes, bringing the number of cable homes to its lowest level since 1992.

- Cable TV and other paid subscription services now reach a mere 58% of US homes. In Q1, 2023 alone, cable, satellite and internet TV providers (ie, YouTube TV, etc) in the U.S. collectively lost 2.3 million customers in the period, according to analyst estimates. Comcast represents the most homes lost in Q1, 2023.

(Above statistics from <https://variety.com/2023/tv/news/cord-cutting-all-time-high-q1-2023-pay-tv-losses-1235610939/>)

On the other hand, all indications (likely reflected in even your own habits) is that people are consuming content online and across digital platforms – YouTube, Vimeo, TikTok, Facebook, Instagram, to name a few. Streaming sights also dominate how Americans consume video content – Netflix, Amazon Plus, Hulu, AppleTV+, etc – preferring to watch what they want, when they want,

Red Apples Media is well aware of this trend and proposes a programming strategy for LFTV of:

- High quality, high repetition content
- Catch viewers “flipping” (with the exception of some specifically programmed day/time content such as City meetings)
- Maximize all opportunities to promote and drive tune-in
- However, produce everything with the clear intention of adapting to off-channel distribution.

In other words, the Red Apples Media approach to managing and maximizing LFTV will be to treat it more as the City’s “content production studio,” recognizing the value of LFTV’s cable reach (albeit declining value due to reduced cable homes across the providers) and position all content for multiplatform strategic distribution.

The days of cable viewers setting their schedules to tune into content on a local cable PEG channel are long past. However, we are firm in our commitment to make sure LFTV is a pivotal resource for airing commission and related meetings, but even then, making sure there is ample marketing to potential content consumers to know where and how to also watch such content on-demand. As an example, every other Lake County municipality that records/streams their public meetings does not have the benefit of a local cable channel and have, by all accounts, still been able to meet the demands of their residents and constituents through off-channel platforms.

All of this is supporting information is presented for two reasons;

1. To help ensure that all involved in the evaluation process of this RFP have current information to better understand the changing landscape of viewership as it specifically pertains to LFTV, particularly because there is no way to gather audited and reliable viewership information for the cable channel.
2. To emphasize that Red Apples Media is keenly aware of the ever-changing reach and benefits of LFTV as a cable channel operation and is prepared to work closely with the City for both short and long term adaptation of the resources to reach the largest potential audience, all with the highest regard and respect for the City's financial investment.

Because Red Apples Media is already a fully staffed and fully functional video production company, all its current existing staff will have assigned responsibilities related to the ongoing operations of LFTV, along with *at least* one additional employee added as a result of fulfilling specific technical and work-flow requirements of this contract. Also, as addressed in *Staffing Plan 1.2.5*, Red Apples Media will continue to tap into our extensive professional freelance and part-time relationships as needed, while also creating valuable, supervised, *paid* student opportunities and experiences.

Further, Red Apples Media commits to proactive communication with the City and its department heads to develop a clear process for production requests, follow-up and distribution of deliverables.

Upon being granted this opportunity, Red Apples Media will spend the first few days and weeks:

Quickly getting up to speed on the technical requirements and work-flow already in place, evaluating any opportunity for upgrades or changes to such.

Evaluate all current content agreements, production schedules and needs, and provide feedback to the City with any suggestions or recommendations in moving forward.

Evaluate the current library of content that is airing on LFTV, identifying outdated or irrelevant content with recommendations to the City prior to any purge or changes.

Put "fresh eyes" on all off-channel platforms currently being used for LFTV content, reviewing available analytics and assuring or updating maximum usage of those platforms as well as identify any unused but valuable platforms.

Make available the opportunity to meet with any and all current freelancers, content providers and other strategic partners/stakeholders to evaluate the potential need and opportunity to continue to include such in the future needs of LFTV.

Scheduling ascertainment meetings with key representatives of various City departments and stakeholders as identified by the City to gain a better understanding of how LFTV (and Red Apples Media) can better assist them in their video marketing, branding and communication needs.

Identify any additional equipment that might need to be purchased by Red Apples Media to fulfill or enhance the quality and quantity of content.

In summary, LFTV – its purpose, value, and level of investment - has often been evaluated from an emotional standpoint. There is, no doubt, a certain cache of having a cable channel at your disposal as a communication platform to reflect the City in a positive manner. However, as the value of *any* cable channel continues to decline due to historically decreasing reach due to “cord-cutting,” we submit the importance of the City selecting a partner who understands, first hand, the ever-changing landscape and be able to offer valuable solutions and opportunities to maximize the value of LFTV while also positioning the City to reach its residents and viewers beyond the cable channel through quality content, deep relationships, and a “we work for you” mindset.



**LakeFront TV RFP – 1.2.3
Qualifications & Experience**

Submitted By:

Marc Robertz-Schwartz
President
Hometown Health TV, LLC dba Red Apples Media
734 N. 3rd Street, Suite 119
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Email: Marc@RedApplesMedia.com

As mentioned in the cover letter, Red Apples Media is uniquely qualified to deliver the expectations of this contract as the only local full-fledged video production facility with full-time staff and existing equipment, having already fulfilled a seven (7) year contract successfully managing, growing, and enhancing the PEG channel at Lake Sumter State College (LSTV).

Red Apples Media founder, Marc Robertz-Schwartz, comes from a 30+ year background in television. From affiliate and owned TV stations (CBS, NBC, ABC) "from Maine to Miami," he brings a wealth of experience in every facet of stations operations with an emphasis on creative services, marketing, and programming. During his stations tenure, he was honored with three EMMY Awards.

He came to Lake County in 2003 when he was recruited by The Villages® to expand and run the daily operations of VNN – The Villages dedicated 24-hour cable access station. Recruiting and managing as many as 98 people during his tenure, VNN expanded to 18 hours of original programming content weekly, including the station's first live weekday morning newscast, cross media content development with the Daily Sun Newspaper and WVLG radio station, and he developed the first revenue stream for

the station – *a much more attainable opportunity with a cable access channel versus LFTV's PEG channel designation.*

From 2012-2015, Hometown Health TV, LLC (dba and now better known as Red Apples Media), was the exclusive contractor of Lake County for all of its marketing and branding related video production needs. As an extension of the county contract, Red Apples Media was contracted by Lake Sumter State College to dramatically improve the content, marketing and quality of its local PEG channel which would be rebranded as LSTV.

From 2013-2020, Red Apples Media ran the entire day-to-day operations of LSTV and provided award-winning content for the college, the county (which took its production department in-house in 2016) and community businesses, organizations, and special events. *All of this was done at an annual average contractual compensation of \$50,000/yr.*

Red Apples Media currently employs four additional onsite, full-time employees (5 total FTEs) with an average tenure with Red Apples of 6 years. Their exceptional qualifications include video shooting and editing, writing, producing, graphic design, multimedia distribution, client and community relations and special events. Their resumes boast professional experience at media outlets including The Golf Channel and The Daily Commercial.

Red Apples Media prides itself on communication, relationships, partnerships. Efficiencies, and innovation – tested and proven time and again over a nearly 15-year commitment to Leesburg and surrounding communities.



**LakeFront TV RFP – 1.2.4
Improvements & Expansion**

Submitted By:

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President
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As the City of Leesburg grows at an extraordinary rate, the ability to represent that growth proactively and consistently will be important. Partnering closely with City leadership, commissioners, and departments, we envision LFTV to be a powerful source of branding, messaging and communications while educating, informing, and entertaining viewers across numerous platforms. From mundane but important (electrical rates) to the new and exciting (Events department), working with a vendor who has a longstanding and vested interest in Leesburg's success and perception, has the ability to build consensus across stakeholders while also helping to drive continuity in messaging, and brings additional PR and marketing expertise, is a unique skillset well proven by Red Apples Media.

Also, with Marc's experience in television positions in diverse communities including Baltimore and Miami, we have a hypersensitivity across the organization to be mindful that the content produced for LFTV represents and reflects the community as a whole.

With Red Apples Media's strong reputation and community partnerships, as well as deep relationships with cross-media partners, we are confident in both our ability to mend some bridges as well as significantly enhance the depth and quality of content, its

representation of the growing community, and increased promotion and awareness of the content, particularly by improving the use of the LFTV website, program calendars, and even how content is uploaded and described on digital channels.

Red Apples Media has consistently been on the forefront of video content and trends and will bring “a multimedia mindset” to the development of content, keeping in mind LFTV has access to a multitude of platforms reaching numerous audiences.

We use an expression – “Produce Once. Put Everywhere.” It is a skill that drives the initial conceptualization of nearly every production that comes from Red Apples Media. This is critical as LFTV considers how to expand its message beyond a traditional cable channel as a way to expand its audience.

Additionally, because of our unique and unmatched experience in cumulatively managing both a cable access channel (VNN) and a PEG channel (LSTV), we have a strong understanding of both the challenges and limitations of a PEG designation, but also the opportunities that exist that may have not been previously or successfully instituted.

Respectfully, we think there is also a lot of room to bring more professionalism to both the presentation and production quality of LFTV. While we recognize that LFTV has provided opportunity for both students and amateurs, we believe we can reach a higher standard while still making such opportunities available as further detailed in our Staffing Plan (1.2.5).



**LakeFront TV RFP – 1.2.5
Staffing**

Submitted By:

Marc Robertz-Schwartz
President
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Leesburg, FL 34748

PH: 352-801-7106
Email: Marc@RedApplesMedia.com

As a result of Red Apples Media's management of LSTV, we have solid understanding of what is required to execute this contract, including the coverage of the commission meetings and ancillary meetings as required by the City.

Red Apples Media will train two (2) of its full-time staff as primary and back-up technical directors to meet the needs of the meetings. We may also elect to create a part-time staff position to supplement that position as well as provide additional production support. Additionally, we envision a position, similar to one we staffed at LSTV, of a "master control operator" (although the needs and definition of such a position has changed in the past few years). This individual will be responsible for ingesting content, creating programming playlists, and updating digital program guides and calendars (to better drive tune-in and viewership).

Red Apples Media will also tap into its extensive freelance and contract resources as needed and **will specifically designate a portion of the contract compensation to pay students/interns who contribute to the production of content and other related tasks who are otherwise filling a role that should be a compensated**

position. Compensation will include both an hourly rate as well as mileage reimbursement when appropriate. In addition to this being a philosophical core value of Red Apples Media, we believe this will create greater reliability, accountability and incentive while also providing valuable *supervised* training opportunities as well as complying with the Fair Labor Standards Act (FLSA), particularly as it relates to recent lawsuits on behalf of television station interns.

Finally, Red Apples Media president, Marc Robertz-Schwartz, will serve as the primary point of contact and accountability while the City becomes comfortable and familiar with the other full-time professionals who represent the Red Apples Media team.



**LakeFront TV RFP – 1.2.6
Production Equipment**

Submitted By:

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Leesburg, FL 34748

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Email: Marc@RedApplesMedia.com

Red Apples Media is already a fully functioning video production company and has previously worked in a provide-your-own-gear studio and production environment during its contract with LSTV. As technology has evolved, much of Red Apples Media's equipment is designed to be portable and multi-functional including:

- * 3 Sony HD Studio Cameras
- * Livestreaming switcher
- * Multi channel audio/mics and mixing board
- * Lighting (for field and studio)
- * 4 DSLR field cameras
- * Wireless field audio
- * Teleprompter
- * Green screen (fixed and portable)
- * Drone (*with on-staff licensed and insured pilot*)
- * Five MAC edit stations (also used for graphic design)

As a result of the helpful tour we took prior to submission, our only concern – the commission chambers – was generally put to rest with the understanding that the city

owns and will make available to the vendor, all of the equipment associated with the production/airing/switching/audio/streaming of the commission meetings.

That said, there will no doubt be things uncovered once granted full access to the facility, with the understanding that it will be Red Apples Media's responsibility to supplement equipment at its expense where needed.



**LakeFront TV RFP – 1.2.7
References**

Submitted By:

Marc Robertz-Schwartz
President
Hometown Health TV, LLC dba Red Apples Media
734 N. 3rd Street, Suite 119
Leesburg, FL 34748

PH: 352-801-7106
Email: Marc@RedApplesMedia.com

As previously stated, Red Apples Media has the unique position of having previous cumulative local experience in managing both a cable access (VNN) and a PEG channel (LSTV). Submitted for your consideration are the following related references:

Dick Scott
Former CFO, Lake Sumter State College
352-483-6430
DickScott44@gmail.com

Mr. Scott served as the initial Lake Sumter TV (LSTV) contract negotiator on behalf of LSSC and was the primary liaison in working with Red Apples Media during his tenure with the college. The LSTV contract continued for several years following his retirement.

((Continued))

Scott Blankenship

Former County Manager, Lake County
(Currently, Umatilla City Manager)
352-516-5701
Scott@SBlankenship.com

Mr. Blankenship served as Lake County Manager at the time Red Apples Media secured the production contract for the County. He would later be instrumental in “connecting the dots” between the County, LSSC and Red Apples Media, bringing the three entities together to revive, rebrand and relaunch the college television station.

Beverly Johnson

Former Production Manager, VNN – The Villages
(Currently, a staff member at the Sumter County Tax Collector’s Office)
352-603-0659
BevkJohnson64@gmail.com

Ms. Johnson was a manager at VNN prior to Marc being hired as General Manager. She was an integral part of the growth in staff, production capabilities and content, driven by Marc’s passion and vision for VNN’s commitment to hyper-local content. Ms. Johnson would later join Red Apples Media in a similar capacity and as a key member of the initial LSTV start-up team.



**LakeFront TV RFP – 1.2.8
Compensation**

Submitted By:

Marc Robertz-Schwartz
President
Hometown Health TV, LLC dba Red Apples Media
734 N. 3rd Street, Suite 119
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Email: Marc@RedApplesMedia.com

Over the past three (3) years, the City has seen an annual increase in how much it pays its vendor of the past several years, while also reporting steadily declining “profit sharing/sponsorship revenue” payments back to the City. Due to the traditional commercial restrictions of a PEG channel, the ability to generate revenue tied to on-air is possible but extremely limited without risking cable carrier violations. With seven years of experience running Lake Sumter TV, Red Apples Media is not only well-versed in those intricacies but was also able to deliver modest quarterly revenue sharing payments back to the LSSC Foundation as an extension of its contractual partnership.

However, we believe it is important be *completely transparent* that the operation of LakeFront TV as it currently exists (and likely will for the near future), will never be self-sustaining or generate enough outside revenue to even come close to offsetting the expense associated with the channel. It is because of that reason that the number of PEG channels across the country continues to steadily decline as more municipalities turn eliminate the expense from its budgets and turn to alternative distribution platforms which allow them more flexibility and revenue potential.

Red Apples Media believes the most feasible and responsible approach to funding the operation of the channel, while also providing an affordable and reasonable commitment to the creation of content, is a hybrid model that was successful with both our previous contract with LSSC/LSTV and Lake County (when Red Apples Media was providing video production to the county). It is also a model that is being adopted more commonly in similar third-party operator/production agreements.

Red Apples Media proposes the following compensation model:

- Year 1:** \$140,000 (approx \$11,665/mth)
- * \$40,000 to be designated specifically to LFTV operations (day-to-day technical needs, production of all public City Commission and ancillary meetings)
 - * \$100,000 annual production bank for the creation of all City-related content as assigned, requested, or proactively identified by Red Apples Media with City approval
- Year 2:** \$147,000 (approx \$12,250/mth)
- * \$42,000 to be designated specifically to LFTV operations (day-to-day technical needs, production of all public City Commission and ancillary meetings)
 - * \$105,000 annual production bank for the creation of all City-related content as assigned, requested, or proactively identified by Red Apples Media with City approval
- Year 3:** \$154,000 (approx \$12,830/mth)
- * \$45,000 to be designated specifically to LFTV operations (day-to-day technical needs, production of all public City Commission and ancillary meetings)
 - * \$109,000 annual production bank for the creation of all City-related content as assigned, requested, or proactively identified by Red Apples Media with City approval

NOTES:

* No less than 5% of the total annual budget will be specifically earmarked to ensure funds to compensate student interns for hours worked, mileage, and other reimbursements as described in *Staffing 1.2.5*

* Year-to-year increases represent 5%

* Red Apples Media commits to a completely transparent tracking of each project's production cost in a per-project accounting as well as a shared document for the City to be able to easily monitor its use of the production bank (ie, Google doc or similar with

shared access). Red Apples Media will make all project tracking available for audit upon request.

* Production rates will be published and agreed to as part of the final contract award, based on a “most favored nation” pricing structure based on Red Apples Media’s projected 2024 rates and we will *lock those production rates for the first three years of the contract*.

* Based on our limited ability to quantify the production that was done for City by the current provider over the past 12 months (taking into consideration length and quality of productions), as well as our commitment to enhance the quality and quantity of channel content, we estimate the production bank to represent (as a general gauge) approximately **225 minutes which roughly equates to between 75-100 fully produced productions per year** (separate from meetings as previously described) specific to the City’s needs and assignments.

* Red Apples Media further proposes a **50% revenue share** on any third-party sponsor revenue for content created for LFTV. The reporting of such agreements will also be 100% transparent with copies of sponsorship invoices provided to the City along with quarterly payments from Red Apples Media.



Supplemental Information Request dated 10.31.23

Submitted By:

Marc Robertz-Schwartz
President
Hometown Health TV, LLC dba Red Apples Media
734 N. 3rd Street, Suite 119
Leesburg, FL 34748

PH: 352-801-7106
Email: Marc@RedApplesMedia.com

Red Apples Media was honored and humbled to be *the unanimous selection* by the evaluation committee for this RFP. Our scores in each category eclipsed all other respondents and illustrated a clear dominance over the 10-year incumbent provider. The committee noted the depth, detail, thoroughness, and innovation throughout our presentation. We believe our innovative approach not only included our production and distribution strategies, but also our compensation model which, as stated in the RFP response, was near identical and successful with both our work for Lake Sumter State College and Lake County (a base production bank with a to-be-provided pricing structure in excess of the bank).

Following the response and evaluation period, it was discovered that the RFP was perhaps not as detailed and specific as it should have been in identifying the full and quantifiable scope of the expected work, including off-air content production for various departments as well as live multi-camera events, both of which would require a significant increase in proposed budget. It is now much clearer as to why the incumbent vendor, with several years of institutional knowledge, proposed a budget of nearly double that of Red Apples Media. However, by adding these elements, this is no longer simply an RFP for the operation and production of content for LakeFront TV, but more

of an in-house, on-demand video production department for the city, *including* the operation of LFTV.

As we stated, and supported with sourced references, the value of a cable PEG channel has been greatly diminished, providing little if any value, and certainly near impossible to quantify that value as there are no ratings or other metrics available for the channel. We are hard pressed to think of another such use of tax payer dollars by an otherwise fiscally responsible City, having developed a reputation of being good stewards.

To propose a compensation level based on the LFTV RFP *as it was posted*, of nearly a quarter-million dollars (as the incumbent has), would be questionable at best, irresponsible at worst. As a Leesburg based business, with dedication but no desperation behind winning this contract, and a deep and candid understanding of the cable TV landscape and future, we have a hard time rationalizing and reconciling such an investment of taxpayer dollars.

Further, to enter into a contract that is essentially an "all you can eat buffet" type of agreement without clear quantification to the vendor would be a bad business practice for Red Apples Media . That is, in large part, the methodology behind the proposed budget that would create a clear level of delivery of content and, like nearly every other aspect the City's operations, *create a clear budget of production resources that would force users to be mindful of need, value, time and purpose when production was requested.*

With this in mind, Red Apples Media stands by its original proposed budget and defined breakdown of available production time, the production/airing of meetings, and the operations of LFTV within the scope of both the RFP and proposed budget. However, as our original RFP response has been weaponized, we're not inclined to provide a detailed price sheet for a competitor to use to our detriment in advance of an agreement. We are disappointed, yet not surprised, at how this process was externally tainted and have high expectations that the City will further consider intangibles including professionalism and character in its final evaluation. Most importantly, we hope this exercise will provide pause by the City to *strongly reconsider the future of a PEG channel, such a large and disproportionate investment, and whether it is truly in the best interest of its residents.*

We understand if this response eliminates us from consideration.

Thank you for the opportunity,

A handwritten signature in black ink, appearing to read "Marc", with a stylized flourish extending to the right.

Marc Robertz-Schwartz
President, Red Apples Media

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.2.

Meeting Date: November 13, 2023

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving language revisions to the Home Improvement Grant Program; and providing an effective date.

Staff Recommendation:

Staff recommends amending the language in the Home Improvement Grant Program information packet to clarify the grant reimbursement process and the applicant's obligation to provide matching funds.

Analysis:

As staff endeavored to administer the newly improved HOME GRANT, we encountered ways in which to further increase funding for home renovations and improvements. That path regards forming partnerships with other agencies such as Habitat for Humanity and Lake County Community Action Agency, that have HUD funding which seeks to improve blighted conditions. Therefore, the purpose of this item is to ensure the success of the grant program, maximize funding opportunities and improve blighted areas as quickly as possible.

Staff is requesting that the HOME GRANT be modified by making cash flow easier for the receipts, modifying the lien requirement's language and removing the need for a lien, if a "partner" brings additional grant money to the application.

Specifically, the areas for HOME GRANT modification are:

1. Item I in the information packet is recommended to be amended to reflect that the reimbursement shall occur between the City of Leesburg and the construction management service versus the applicant.
2. Item J is recommended to revise the language that requires repayment of the grant; and to include an additional option to waive repayment if the homeowner receives local, state, and/or federal funding which will serve as a cash match for the grant.

These modifications will also allow City grant funds to be spent on administrative costs that are associated with administration and inspections of improvements funded with grant dollars.

Please see the attached flow chart which depicts how the grant process will work if "partnerships" are used to help provide additional funding for homes.

Procurement Analysis:

N/A

Options:

1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds have been allocated in the Carver Heights/Montclair Area CRA in the amount of \$300,000 to administer this program.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPROVING LANGUAGE REVISIONS TO THE HOME
IMPROVEMENT GRANT PROGRAM; AND PROVIDING AN EFFECTIVE
DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the City Commission hereby authorizes amending the language in the Home Improvement Grant Program information packet to clarify the grant reimbursement process and the applicant's obligation to provide matching funds as described in the attached document.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of November 2023.

Mayor

ATTEST:

City Clerk



City of Leesburg, Florida

Home Improvement Grant Program

Information & Application

This program provides a grant of up to \$25,000 for the following:

ELIGIBLE IMPROVEMENTS:

- **Total Electrical Rewiring Upgrade**
- **Central Heating and Air Conversion**
- **Roof Replacement**
- **Replacement Windows**
- **Storm Shutters**
- **Sanitary Sewer Connections**
- **Required Building Code Repairs and Upgrades**
- **Mold Remediation**
- **Exterior Paint and/or Stucco**
- **Landscaping**
- **Security Lights Installation**

CITY OF LEESBURG HOME IMPROVEMENT GRANT PROGRAM

Dear Applicant:

The City of Leesburg will accept completed applications for its Home Improvement Grant Program from October 1st to November 15th of each fiscal year and award grants as funding is available.

PURPOSE

The City of Leesburg's Home Improvement Grant Program offers grants to the single-family residential homes including façade, safety, and code violations. Participation in the grant program is based on a first come first serve basis and is limited to program funding determined by the City Commission. Preference will be given to household income and location of the house within the City of Leesburg and its Carver Heights and Downtown Community Redevelopment Districts.

TO BE CONSIDERED FOR THE PROGRAM, EACH OF THE FOLLOWING REQUIREMENTS MUST BE MET:

1. The applicant must: a) be the simple fee owner of the single-family dwelling to be improved, b) reside in the house, c) be current on real estate taxes, d) return a complete application package during the aforementioned period.
2. The house to be improved must: a) be located within the city of Leesburg and not in a floodplain, b) have no outstanding city tax liens
3. The household income consideration should applicant's income be at or below certain limits* which are established by HUD. [**See enclosed document entitled "Home Improvement Program Overview" for qualifying income limits.*]
4. Single family house location – should the applicant's house be located in either the Downtown or Carver Heights Redevelopment Districts, their application will be given funding priority. Further, if a number of applicants are located in the same geographic area or neighborhood, additional consideration will be given to centralize improvement investments [*See enclosed map of the Redevelopment District.*]

CITY OF LEESBURG HOME IMPROVEMENT GRANT PROGRAM

CITY OF LEESBURG HOME IMPROVEMENT GRANT PROGRAM OVERVIEW

The City of Leesburg Home Improvement Grant Program is available to residents to make repairs to owner-occupied property. This grant program is competitive, with the City Commission deciding on award amounts to a maximum of twenty-five thousand dollars (\$25,000.00). Grant monies are distributed upon completion of approved work.

A. Eligibility – General

In order to be considered for the Home Improvement Grant Program, the following criteria must be met:

The applicant must:

1. Be the fee simple owner of the single-family dwelling to be improved, and live in the home.
2. Be a first-time participant in the program, or be a previous participant who has met the five-year forgiveness time-frame.
3. Be current on real estate taxes.
4. Be located within the City of Leesburg and not in a floodplain.
5. Have no outstanding city tax liens.
6. The household income: To qualify as low income or moderate income, the total gross income of all members of the household over the age of 18 must not exceed these limits, which are established by HUD: Household Size

One-Person	\$43,050
Two Persons	\$49,200
Three Persons	\$55,350
Four Persons	\$61,450
Five Persons	\$66,400
Six Persons	\$71,300
Seven Persons	\$76,200
Eight Persons	\$81,150

**Priority will first be given to applications from low-income households on a “first come, first served” basis. After applications from low-income households are considered, applications from other households will be prioritized on a “first come, first served” basis. Priority will also be given to the single-family residents in one of Leesburg’s redevelopment districts and further priority to neighborhood clusters*

B. Eligible Repairs

- Repair or replacement of exterior electrical systems & components, including installation of new service.
- Repair or replacement of structurally defective concrete and wood porches, porch overhangs, steps and rails.
- Repair or replacement to roofs that are aged, damaged or leaking, including gutters, downspouts and splash basins.

CITY OF LEESBURG HOME IMPROVEMENT GRANT PROGRAM

Eligible Repairs - Continued

- Replacement of windows.
- Masonry and concrete flatwork including tuck-pointing, chimney repair, retaining walls, sidewalks, driveways, and foundation repair, etc.
- Repair of exterior walls in order that the structure may be kept watertight, free from chronic dampness, weather-tight, includes siding, aluminum trip wrap, and mold remediation, etc.
- Exterior painting of all surfaces where needed as pertaining to repairs and code violations.
- Exterior doors, storm doors, patio doors, garage doors and openers, etc.
- Repairs of existing fences and the installation of new fences and gates.
- Modifications, which improve the accessibility of the structure for homeowners or their children with disabilities, such as exterior handicap ramps.
- Landscaping and tree trimming
- Security Lighting
- Sanitary Sewer Service repair and/or connection
- Carbon Monoxide and Fire Detectors

C. Ineligible Repairs

- New construction, such as the building of a room addition, basement/bedroom construction or related conversion, storage sheds, converting carports into garages, etc.
- Repair, replacement, or the installation of appliances.
- Certain municipal violations such as grass cutting, trash removal, cleaning, derelict vehicle towing, etc.
- Security alarm systems, security bars on windows, doors, etc.
- Interior upgrades

D. Application Process

- Applications are available at:
 - The Leesburg Resource Center, 1041 CR 468

Please note: Priority will first be given to applications from low-income households [24 CFR 570.208(a)] on a “first come, first served” basis. After applications from low-income households are considered, applications from other households will be prioritized.

E. Notification of Application Status

All applicants who submit a complete application package by the deadline date will receive a letter notifying them of either their acceptance or denial into the program. These letters will be mailed within 4-6 weeks after receipt of the complete application package. ***Please note: Funds cannot be committed to any project until the Environmental Review is satisfied (see Sec. F and G).***

CITY OF LEESBURG HOME IMPROVEMENT GRANT PROGRAM

F. Initial Meeting and Inspection – Minimum Housing Code

After acceptance into the program, the Homeowner will review and sign the “Homeowner’s Agreement”, “Promissory Note” and “Subordination Policy”, if necessary.

Housing code violations *are* eligible repairs under this program, and must be corrected before work that is not required for code compliance.

G. Licensed Contractors

The homeowner may endeavor to make improvements as the homeowner. However, if a contractor is required, licensed contractors must be retained.

The construction management service will ensure that work is completed within 6 months of the initial inspection date, or may be subject to a penalty if the deadline is not met without good cause.

H. Final Inspection – Minimum Housing Code

When the work is completed, the construction management service shall contact the City of Leesburg to schedule a final inspection. A City Building Inspector must approve all work before final payment will be made.

I. Grant Reimbursement

A check will be issued to the grant applicant when all approved repairs are completed, and the home passes final inspection. Should the applicant receive additional local, state, or federal assistance from a recognized partner of the City of Leesburg, awarded grant funds will be paid directly to the construction management service coordinator as funds are deemed necessary. In no case however, will funds be awarded that exceed the City Commission’s approval.

J. Lien Requirement Covenant for Repayment Requirement

Applicant(s) must agree to enter into a ~~lien agreement~~ **covenant for repayment agreement** with the City of Leesburg to receive a “no-match” grant of up to \$25,000. Should the applicant provide no-match, a covenant for repayment will be placed on the property for five years, where the covenant for repayment amount will be reduced by 20% each year until the covenant sunsets. The covenant for repayment will be recorded in the public records to provide that:

1. Improvements are not altered, modified, removed, or demolished.
2. The home continues to be owner occupied.

Special consideration may be given to forgive the covenant for repayment requirement upon written consent from the City of Leesburg.

The covenant for repayment agreement requirement will be waived if one of the following exceptions is met:

- 1) The applicant provides a cash match of 10% of the grant amount. For example, if a grant award is given in the amount of \$25,000, the applicant must invest \$2,500 of additional improvements in the grant project.
- 2) The applicant is eligible and receives additional local, state, or federal assistance dollars which shall serve as the cash match.

End of Section



Home Improvement Grant Application

DATE _____

Applicant Name _____

SS# _____

Co-Applicant Name _____

SS# _____

Address _____

Home Phone# _____

Work Phone # _____

Cell Phone # _____

E-Mail Address _____

Please check one of the race categories that best describes your household (optional)

☐ American

☐ Hispanic/Latino

☐ Indian/Alaska Native

☐ White/Caucasian

☐ Asian

☐ Other _____

☐ Black/African Am

Additional Household Information (optional, check all that apply)

☐ Single Parent

☐ Single / Non-Elderly

☐ Two-Parent

☐ Elderly (62+ years)

☐ Female Head of Household

☐ Person(s) with a Disability

CITY OF LEESBURG HOME IMPROVEMENT GRANT PROGRAM

Household Size - Complete the following information for **all** persons living in the home. Use separate sheet if necessary.

Name	M / F	Age	Relationship	Social Security #

Household Income Information - List income and source of income for all persons age 18 or older residing in your home, or proof of full-time student status.

Name	Age	Gross Monthly Income	Income Source

Size of Home: My house has _____ bedrooms and _____ bathrooms

Proposed Improvements - Check the item boxes that need improvement. The CHCRA reserves final right to approve or disapprove qualifying repairs and replacements.

- ☐ Total Electrical Rewiring Upgrade
- ☐ Central Heating and Air Conversion
- ☐ Roof Replacement
- ☐ Replacement Windows
- ☐ Storm Shutters
- ☐ Sanitary Sewer Connections

CITY OF LEESBURG HOME IMPROVEMENT GRANT PROGRAM

- ☐ Required Building Code Repairs and Upgrades
- ☐ Mold Remediation
- ☐ Exterior Paint and/or Stucco
- ☐ Landscaping
- ☐ Security Lighting
- ☐ Or other approved repairs per the grant agreement;

Have you ever participated in the City of Leesburg Home Improvement Grant Program? ☐ Yes ☐ No

Have you ever participated in LAKE County's Housing Rehabilitation Program? ☐ Yes ☐ No

Photograph Release Statement- The CHCRA has my permission to use photographs of me and/or my home in presentations and publications in conjunction with the CHCRA Home Repair Program. **Initials:** _____

Applicant's Declaration: I/We declare under penalty of perjury, that the above statements are true and correct. I/We consent to the physical inspection(s) of the premises to process this application. I/We understand that the enrollment and qualification process may impose additional conditions and limitations on my property. The CHCRA reserves the right to change programmatic priorities without notification. I/We agree to provide additional descriptive, financial, and/or other information upon request by the City. I/We understand that the grants are available in limited quantities and selection is based on the criteria listed on the CHCRA Home Repair Program guidelines. I/We have received, reviewed and understand the program rules, limitations, and the homeowner obligations listed in the program guidelines.

Applicant's Signature

Date

Co-Applicant's Signature

Date

CITY OF LEESBURG HOME IMPROVEMENT GRANT PROGRAM

FOR OFFICE USE ONLY: Date Application Received _____ Application Reviewed By _____ Income Level: VL ___ L ___

Number of persons in HH _____ HH Monthly Income \$ _____ HH Annual Income \$ _____ Is income within HRP guidelines? Yes ___ No ___

Eligible _____ Date Notified: _____ Volunteer hours completed? Yes ___ No ___ Wait Listed _____ date: _____

Ineligible _____ (reason: _____)

CITY OF LEESBURG HOME IMPROVEMENT GRANT PROGRAM

Home Repair Program Application Checklist

Before submitting the application, please ensure that you have completed and provided the following:

- ☐ Copy of photo identification for both the applicant and co-applicant (*drivers' license, state ID, or passport*)
- ☐ Copy of the last two (2) year's tax returns for every working member of the household over the age of 18. (*Last three (3) years' returns required if self-employed*)
- ☐ Provide the last three (3) paystubs for each working member of the household over the age of 18.
- ☐ Copy of verification of any other sources of earned and/or unearned income for all members of the household (*social security award letter, unemployment form, pensions, etc.*)
- ☐ Copy of the last three (3) complete bank statements for all members of the household (*checking, savings, 401K, CDs, money market accounts, etc.*)
- ☐ Copy of current mortgage statement
- ☐ Proof of home ownership (*warranty deed, quit-claim deed, etc.*)
- ☐ Proof of homeowner's insurance (*declaration page*)
- ☐ Signed employment verification form or unemployment affidavit (*if applicable*)
- ☐ Signed current income statement form
- ☐ Signed and notarized Home Repair Affidavit

PLEASE SUBMIT COMPLETED APPLICATIONS TO THE ADDRESS BELOW:

City of Leesburg
c/o Sandra Wilson, Housing Director
1041 CR 468
Leesburg, Florida 34748

**SUBMISSION OF APPLICATION DOES NOT
GUARANTEE APPROVAL/FUNDING**



EMPLOYMENT VERIFICATION

Homeowner: _____

Address: _____ Leesburg, FL 34748

Dear Sir/Madam,

The above-mentioned homeowner has applied for funds for the purpose of rehabilitating their property. In order to be eligible for the program, the Carver Heights Community Redevelopment Agency needs to confirm the applicant's income. Please complete the following information:

A. Company's name: _

B. Position held: _

C. Dates of employment: _

D. Rate of pay: Annual \$ _____ Hourly \$ _

E. Hours worked per week: _

F. Additional compensation, overtime: _____

G. Probability of continued employment: _____

H. Other remarks: _____

**Please complete and
return to Carver Heights
CRA**

**Leesburg Resource Center
1041 CR 468
Leesburg, Florida 34748**

Signature of Employer

Date

I, _____, hereby authorize release of the above
requested information:

Signature of Applicant

Date



AFFIDAVIT

Applicant & Co-Applicant Name: _____

Address: _____ Leesburg, FL 34748

I/We do hereby request the Community Redevelopment Agency Home Repair Program to process the application for Home Repair improvements to above property.

I/We further authorize the Community Redevelopment Agency Home Repair Program to make inquiries and verification of all assets, income, employment, mortgage, credit reports, title search and any other information necessary to determine the eligibility of the applicant.

I/We will hold harmless the Community Redevelopment Agency Home Repair Program with respect to all claims and damages caused by inquiries necessary to determine the eligibility of the applicant(s).

It is further understood that the applicant(s) shall not incur or be obligated for any cost of this introductory application.

I/We certify that I am/we are the owner(s) of the above property and have disclosed all assets and income as a requisite to determine ability to finance repairs and improvements.

I/We further certify that I/we are unable to secure necessary funds from other sources upon comparable terms and conditions.

I/We understand that I/we need to make all reasonable efforts to allow access to the property so work can be completed in a timely manner. In the event we cannot provide access, the Community Redevelopment Agency has the ability to cancel the application and revoke allocated funds.

I/We understand that it is my/our responsibility to move/rearrange furniture in order to provide complete access and it is my/our responsibility to clean up after the rehabilitation has been completed.

It is further understood that submittal of my application does not guarantee acceptance into the program.

Signature of Applicant

Signature of Co-Applicant

Date

Witness

Date



UNEMPLOYMENT AFFIDAVIT

Before me this _____ day of _____, 20_____, personally appeared _____ who, being duly sworn, deposes and says:

1. I have made application for Home Repair Program from the Community Redevelopment Agency of the City of Leesburg.
2. Check (a) or (b) as applicable:

_____ (a) I am not presently employed but anticipate becoming employed within the next twelve (12) months.

_____ (b) I am not presently employed and do not anticipate becoming employed within the next twelve (12) months.
3. Based on my past work experience, skills, and income history as reflected in my income tax return for the most recent tax year (copy attached) and with adjustments to reflect circumstances anticipated within the next twelve (12) months, I expect to earn \$_ per year when I become employed.

Signature

Print Name

STATE OF FLORIDA COUNTY
OF LAKE

Before me personally appeared _____ who
acknowledged to me that he/she/they executed the foregoing instrument this _____ day of _____, 20_____.

(NOTARIAL SEAL)

Notary Signature
State of Florida at Large Print
Name:
My Commission Expires:



CURRENT HOUSEHOLD INCOME **STATEMENT**

Name: _____

Address: _____ Leesburg, FL 34748

Social Security Number: _____

Following is my statement of income for the current calendar year, 20 :

	Actual YTD	Additional
Wages, salaries, tips, etc.	_____	_____
Interest Income	_____	_____
Dividends	_____	_____
Alimony Received	_____	_____
Business Income	_____	_____
Capital Gain	_____	_____
Pensions and Annuities	_____	_____
Rental real estate, royalties, partnerships, trusts, etc.	_____	_____
Unemployment Compensation	_____	_____
Social Security benefits	_____	_____
Child Support	_____	_____
Other Income	_____	_____
TOTAL ESTIMATED INCOME:		-

I declare that to the best of my knowledge and belief, the information is true, correct, and complete. Incomplete or misinformation may lead to exclusion from the Repair program and repayment to the CRA of any and all money expended. I agree to submit a copy of this year's completed tax return as a verification of the above information.

Applicant Signature

Date

Applicant Name Printed

*Each adult resident of the household must submit a separate income statement. An adult resident is defined as any individual 18 years or older living at the applicant's address.



Mortgage Verification

Homeowner: _____

Address: _____ Leesburg, FL 34748

Dear Sir/Madam,

The above-mentioned homeowner has applied for public funds for the purpose of rehabilitating their property. In order to be eligible for the program, the Community Redevelopment Agency needs to confirm the applicant's mortgage. Please complete the following information:

It is important that this form be returned to us as soon as possible in order to provide services to this homeowner.

A. Name of Mortgage Company: _

C. Type of mortgage: ☐ Conv. ☐ FHA. ☐ VA.

D. Dates of mortgage: _ Present balance: \$ _____

E. Are payments current: ☐ Yes ☐
No

F. Satisfactory account: ☐ Yes ☐
No

G. Monthly payments: \$ _____ Principal
payments: \$ _____ Real estate
taxes: \$ _____ Fire insurance: \$ _____

**Please complete and return to our
office at**

**Carver Heights CRA
Leesburg Resource Center
1041 CR 468
Leesburg, Florida 34748**

Thank you for completing and returning this letter. This information will be treated confidentially.

Signature of Representative

Date

I, _____, hereby authorize release of the above
requested information.

Signature of Applicant

Date



Code Enforcement Violation/Lien Affidavit

Applicant & Co-Applicant Name: _____

Address: _____ Leesburg, FL 34748

I/We do hereby acknowledge that our property has been cited for code violations, which have not been resolved.

I/We further acknowledge that our property has a lien/liens on the property due to the existing code violations.

I/We are requesting this grant to allow us to make the needed repairs to cure the code violations since, we cannot afford the total cost of the repairs on our own.

I/We are requesting that the City forgive the code violation liens once the repairs are completed or when the obligations of this grant agreement are met in full.

To be completed by staff:

1. Number of current liens on the property: _____
2. Total value of all code liens on the property: _____
3. Type of code violations: _____
4. Date of oldest outstanding code lien: _____

I declare that to the best of my knowledge and belief, the information is true, correct, and complete. Incomplete or misinformation may lead to exclusion from the Repair program and repayment to the CRA of any and all money expended. I agree to submit a copy of this year's completed tax return as a verification of the above information.

Applicant Signature

Date

Applicant Name Printed

Applicant Signature

Date

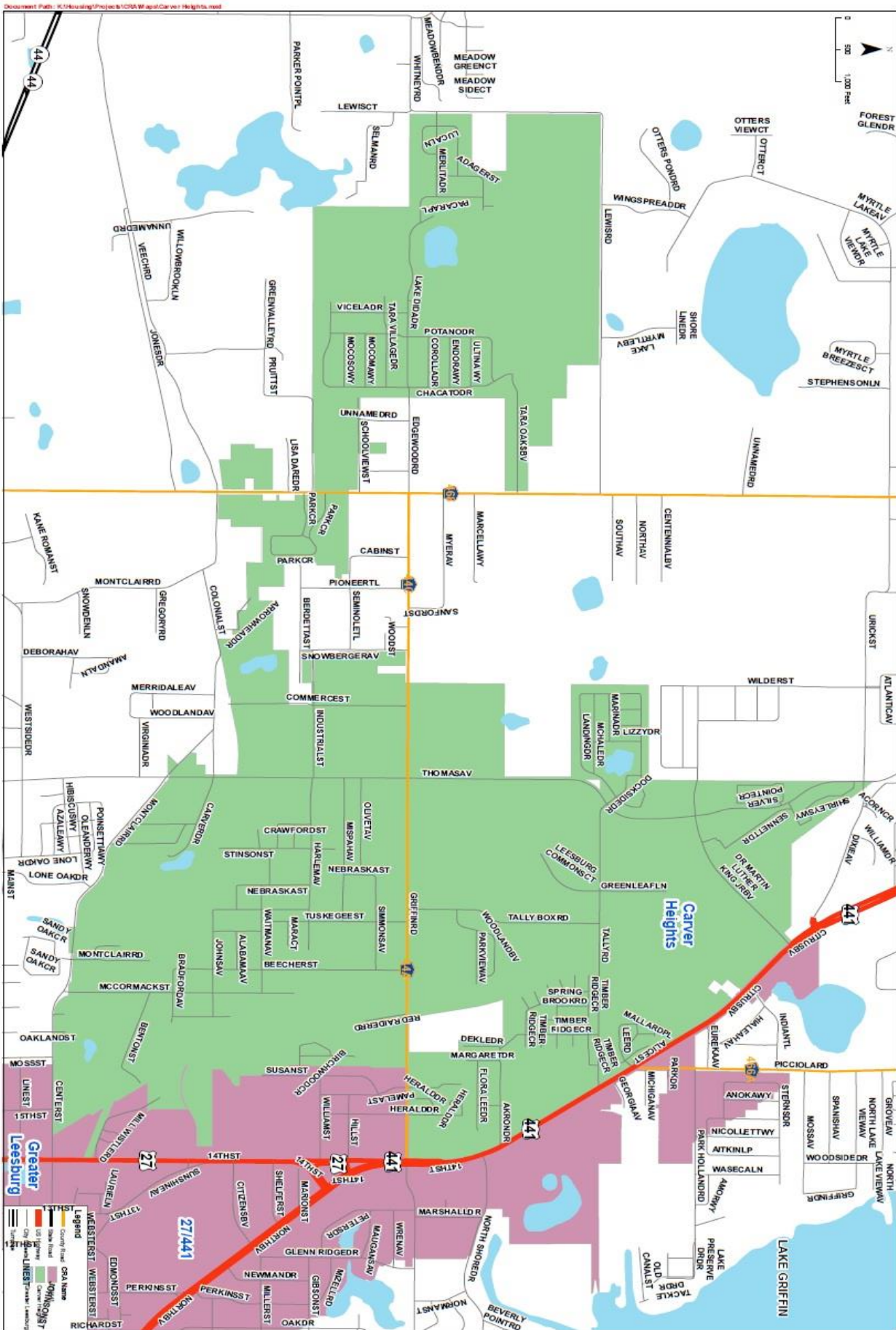
Applicant Name Printed



COMMUNITY RESOURCE LIST

1. City of Leesburg Housing Department
Contact: (352) 728-9765
2. Lake County Housing Department
Contact: (352) 742-6540
3. Habitat For Humanity
Contact: (352) 483-0434
4. Homes in Partnership
Contact: (407) 886-2451
5. Lake Community Action Agency
Contact: (352) 357-5550

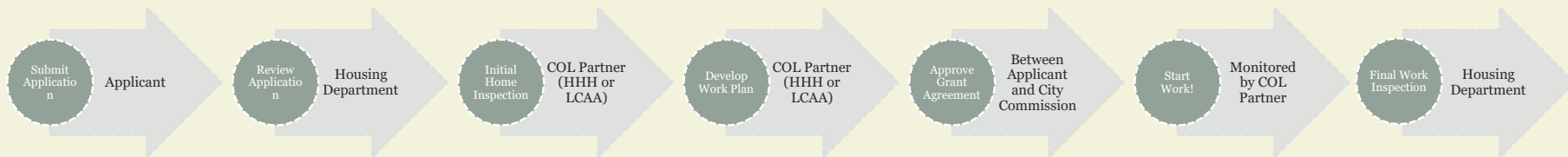
For further information about any of the resources, please contact Sandra Wilson, Leesburg Housing Director, at 352-728-9765.



HOME GRANT PROCESS



Grant Payments made if
Applicant has “Partner”



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.2.a.

Meeting Date: November 13, 2023

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Memorandum of Understanding (MOU) between the City of Leesburg and Habitat for Humanities of Lake-Sumter for the Housing Repair Grant Program; and providing an effective date.

Staff Recommendation:

Staff recommends entering into this Memorandum of Understanding (MOU) with Habitat for Humanities of Lake-Sumter for the administration of the City's Home Repair Grant Program.

Analysis:

N/A

Procurement Analysis:

Options:

1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are allocated in the Carver Heights/Montclair CRA for the Home Repair Grant Program.

Account No.	017-6190-559-8213
Project No.	CRAHRP
Budget	\$300,000.00
Available	\$300,000.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF LEESBURG AND HABITAT FOR HUMANITIES OF LAKE-SUMTER FOR THE HOUSING REPAIR GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute a Memorandum of Understanding with Habitat for Humanities of Lake-Sumter for the Home Repair Grant Program.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of November 2023.

Mayor

ATTEST:

City Clerk

Memorandum of Understanding

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Habitat for Humanity of Lake-Sumter (HFHLS) and City of Leesburg (city) for the partnership outlined for the city's repair program.

Purpose

This MOU will outline the details and responsibilities of both parties for the program.

Partnership Outline

HFHLS:

- Will provide a free initial review of city approved candidates at the desire of the city whether HFHLS is selected or agrees to take the job to completion or not. The review will include a general scope of work with housing repairs itemized based on highest to lowest priority and a general estimate of the anticipated costs.
- If selected to move forward on a project, HFHLS will act as the general contractor, hiring, reviewing, and collecting documentation for all subcontractors, ensuring the best price, quality, and timeliness of the job. HFHLS will submit all appropriate permits as required by law and abide by all city program criteria. HFHLS will utilize subcontractors that are licensed, insured, and trusted.
- Will use a combination of subcontractor, staff, and volunteer labor on jobs awarded.
- Will provide up to a 50% match on candidates who are eligible for HFHLS' grant funds while available and will aim to at minimum provide the homeowners investment portion.
- Will prioritize candidates who are in both HFHLS pipeline, and the city pipeline.
- Will include in the final estimate a 14% administrative fee. The administrative fee will be charged to other funding sources when available to further stretch city investment.
- Will aid applicants in applying for the city program as needed and will qualify applicants based on both city and HFHLS criteria.
- Will provide invoices, final scope of work, and detailed information on the project to the city in a timely manner.

City of Leesburg:

- Will income verify and approve all candidates in advance of initial scope of work based on the program criteria as laid out by the city.
- Will provide pertinent information to HFHLS to perform initial scope of work.
- After scope of work, will communicate in writing that HFHLS has been selected to complete a project on behalf of the city and the homeowner.
- Will approve final estimate and scope of work before HFHLS begins work.
- Will reimburse HFHLS in a timely manner upon receipt of final invoices.

- Will agree to allow HFHLS to market the partnership and include the city, along with the homeowner in public relations efforts to advance the mission of HFHLS and provide a spotlight on the city program.

SAMPLE BUDGET:

\$40,000 total project cost – includes roof, HVAC, electrical, and plumbing retrofits.

\$20,000 – City Grant

\$20,000 – HFHLS Grant

\$2,800 – Admin Fee (paid by other HFHLS grant)

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from City of Leesburg and Habitat for Humanity of Lake-Sumter. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated by any one of the partners by mutual consent.

Authorized Officials

Name & Title: _____

Organization: _____

Signature: _____

Date: _____

Name & Title: Danielle Stroud, CEO

Organization: Habitat for Humanity of Lake-Sumter, FL

Signature: _____

Date: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.2.b.

Meeting Date: November 13, 2023

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Memorandum of Understanding (MOU) between the City of Leesburg and the Lake Community Action Agency, Inc., for the Home Repair Grant Program; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Memorandum of Understanding with the Lake Community Action Agency, Inc., for the Home Repair Grant Program.

Analysis:

N/A

Procurement Analysis:

N/A

Options:

1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Home repair Program Grants up to \$25,000 will include a \$4,000 construction administration services fee. There is \$300,000 available in the Carver Heights CRA for this program.

Account No.	017-6190-559-8213
Project No.	CRAHRP
Budget	\$300,000.00
Available	\$300,000.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF LEESBURG AND THE LAKE COMMUNITY ACTION AGENCY, INC., FOR THE HOME REPAIR GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute a Memorandum of Understanding with the Lake Community Action Agency, Inc. for the Home Repair Grant Program.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of November 2023.

Mayor

ATTEST:

City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF LEESBURG, FLORIDA AND LAKE COMMUNITY ACTION AGENCY, INC.

This MOU is made and entered into between the City of Leesburg, hereinafter referred to as City or Leesburg, and the Lake Community Action Agency, hereinafter referred to as LCAA, and is as follows:

The City and the LCAA recognize that significant numbers of low and moderate income households residing within the City limits are living in substandard inefficient housing and that a partnership between both agencies is paramount to address those needs. The program partnership is designed to help improve neighborhoods, correct code violations and to assist in rehabilitating a homeowner's dwelling located in the city limits of the City of Leesburg, FL. Since LCAA has similar objectives in their Weatherization Assistance Program (WAP), it is prudent to partner with them in order to be able to share resources, including leveraging each other's funding abilities, which leads to a more efficient operation.

The Home Improvement Grant Program is designed to bring eligible housing units into compliance with applicable, locally adopted housing standards and rehabilitation standards to reduce ongoing and future maintenance costs, promote energy efficiency, and to preserve decent affordable owner-occupied housing. Program funds are issued directly to LCAA to perform specified inspections and repairs to the dwellings of eligible property owners. Requests for grants will be handled as outlined in the City of Leesburg Home Improvement Grant Program.

The MOU with the City and the LCAA Energy Services Department for any single home addressed will not exceed \$25,000 from Leesburg. All repairs provided under this program will be completed by a licensed contractor.

A. Eligible Work

The eligible work that is included in the Home Improvement Grant Program, is as follows:

- Repair or replacement of exterior electrical systems & components, including installation of new service.
- Repair or replacement of structurally defective concrete and wood porches, porch overhangs, steps and rails.
- Repair or replacement to roofs that are aged, damaged or leaking, including gutters, downspouts and splash basins.
- Replacement of windows.
- Masonry and concrete flatwork including tuck-pointing, chimney repair, retaining walls, sidewalks, driveways, and foundation repair, etc.
- Repair of exterior walls in order that the structure may be kept watertight, free from chronic dampness, weather-tight, includes siding, aluminum trip wrap, and mold remediation, etc.
- Exterior painting of all surfaces where needed as pertaining to repairs and code violations.
- Exterior doors, storm doors, patio doors, garage doors and openers, etc.
- Repairs of existing fences and the installation of new fences and gates.
- Modifications, which improve the accessibility of the structure for homeowners or their children with disabilities, such as exterior handicap ramps.

- Landscaping and tree trimming
- Security Lighting
- Sanitary Sewer Service repair and/or connection
- Carbon Monoxide and Fire Detectors

B. Grant Amount

Up to \$25,000, including \$4,000 for construction administration services.

C. Weatherization Assistance Program (WAP) Wait List

Once an application is deemed to be income eligible for the WAP, it is placed on the priority list based on household characteristics.

An inspection of the house to determine the work needed does not occur until the application has moved to the top of the priority list. Applications are processed based on priority points, not first-come, first-served.

In order to ensure our residents get processed in a timely manner, the City will pay for the inspection. The inspection will categorize the work into WAP-eligible and non-WAP eligible items. The non-eligible items for WAP would be done with City funding and eligible WAP work would be done once an applicant reaches the top of the WAP priority list. Every effort will be made to coordinate non-eligible and eligible work simultaneously; however, it is not a guarantee. If it is determined that the application would not move to the top of the list due to low priority points, only the City grant would be available to the property.

D. Administration

It is determined that the City will enter into this MOU for LCAA to administer this program. This MOU provides for the City to engage with LCAA for program administration services beyond the normal WAP program. LCAA approved inspectors and contractors would be used. Program administration involves the following:

1. Application Processing – assessing income qualification
2. Inspection – evaluating the house to determine the scope of work
3. Construction Management – obtaining bids for work, scheduling and monitoring contractors, inspecting work

Income qualification is based on the 2023 Poverty Income Guidelines, as follows:

Income Levels Effective January 12, 2023		
Size of Family Unit	Threshold	200%
1	\$14,580	\$29,160
2	\$19,720	\$39,440
3	\$24,860	\$49,720
4	\$30,000	\$60,000
5	\$35,140	\$70,280
6	\$40,280	\$80,560
7	\$45,420	\$90,840
8	\$50,560	\$101,120
For families with more than 8 persons, \$100% of poverty level increases \$5,140 for each additional person. Therefore, for weatherization at 200% of poverty level, add \$10,280 for each additional person.		

The cost for administering an application from intake to construction completion, including overhead costs, is \$4,000.

The Leesburg grant program will continue until all funds have been expended for the program. Leesburg and LCAA will select and qualify all homes to be completed. The selection of the city will be final.

Grant recipients will be required to participate in a “Home Maintenance and Repair” training program provided by LCAA.

The City and LCAA agree as follows:

1. LCAA will provide program services to the City at a “Fee for Service” of \$4,000 per home, including the pre-diagnostic testing/energy audit and construction management for the rehabilitation repairs, and installation of minor energy upgrades in existing housing units within the City for qualified applicants. LCAA will be responsible for a Certified Quality Control Inspector and Certified Energy Auditor to coordinate all work as a finished product through the use of a licensed contractor.
2. The program will continue until all funds have been expended for the program. The City and LCAA will select and qualify all homes to be completed. The selection of the City will be final.
3. City funding will not exceed \$25,000 per housing unit based on the City program guidelines.
4. LCAA will work with City eligible applicants to meet the criteria set forth in the City program guidelines.

IN WITNESS WHEREOF, the City and LCAA have executed this MOU this 13th day of November, 2023.

CITY OF LEESBURG, FLORIDA

James Burry, Mayor

LAKE COMMUNITY ACTION AGENCY, INC.

James H. Lowe, Executive Director

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.3.

Meeting Date: November 13, 2023

From: Andi Purvis, (City Clerk)

Subject: Discussion Item - Commission Meetings that fall on an Observed Holiday in 2024

Staff Recommendation:

Staff recommends the Commission select new dates for meetings in 2024, which fall on an observed holiday. City of Leesburg offices will be closed Monday, January 2, in observance of New Year's Day; Monday, May 27, in observance of Memorial Day; and Monday, November 11, in observance of Veteran's Day.

Analysis:

Section 12 of the City Charter, states the annual organizational meeting shall be held on the first Monday in January each year, provided, however, that if the first Monday is a legal holiday, the organizational meeting shall be held on the next succeeding business day.

Section 2-21 of the City Code, states when a regular meeting of the city commission falls on a legal holiday, that meeting shall be rescheduled to a date chosen by a majority vote of the city commissioners present at a meeting where a quorum is in attendance.

Procurement Analysis:

N/A

Options:

1. Select new meeting dates for the meetings in conflict; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

2024 Calendar

JANUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Miscellaneous Accounts Receivable Customers With Unpaid Balances

Prepared by Finance

August 31, 2023

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Jennings, Matthew	Boat not here/ Sent to Attorney	Marina Rent	711.99
Porter-Shaw, Breanna	Working with Police Dept	Security for Jan 28,2023	40.00
Route 46 Properties	Working with Planning & Zoning	Traffic Study	870.00
			<u>1,621.99</u>

013 Fund

Calhoun, Contessa	Working with Housing Dept	Housing Rent	2,641.00
Piard, Marie	Working with Housing Dept	Housing Rent	1,927.00
			<u>4,568.00</u>

041 Fund

Nix, Corey	Working with Electric/ making payments	Apprentice Reimbursement	1,750.59
			<u>1,750.59</u>

044 Fund

Resibuilt	Working with Public Works	WWT Modeling	2,412.00
			<u>2,412.00</u>

046 Fund

Johnson & Laux Construction	Working with Public Works	Solid Waste Rolloff	616.50
			<u>616.50</u>

510 Fund

Lowery, Clara Necole	Working with Fleet	Damage to City Property	2,238.67
			<u>2,238.67</u>

Total 13,207.75

001 FUND TOTAL	\$	1,621.99
013 FUND TOTAL	\$	4,568.00
041 FUND TOTAL	\$	1,750.59
044 FUND TOTAL	\$	2,412.00
046 FUND TOTAL	\$	616.50
510 FUND TOTAL	\$	2,238.67
	\$	<u><u>13,207.75</u></u>

Expected write offs as of August 31, 2023

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2021 and 2022

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2021-2022	\$ 281,753	350,141	68,388
2020-2021	307,042	22,615	(284,427)
2019-2020	284,281	666,005	381,724
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2022 - Month by Month
10/01/21- 09/30/22

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 18,445	3	67
November	19,468	6	65
December	25,734	3	71
January	18,428	1	60
February	21,646	2	62
March	17,878	0	43
April	32,964	11	61
May	15,027	0	47
June	29,250	2	71
July	34,286	4	79
August	18,029	3	46
September	30,599	3	76
Accounts to be written off*	\$ 281,754	38	748
Prior Yr to Date	\$ 307,042	36	821
difference - () negative	\$ 25,288	(2)	73

Projected
Fiscal year 2023- Month by Month
10/01/22- 09/30/23

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 23,873	5	77
November	34,977	1	90
December	52,217	6	119
January	48,307	4	76
February	53,540	3	88
March	58,912	4	99
April	34,336	1	56
May	29,663	4	64
June	37,858	2	72
July	31,499	2	79
August	23,172	1	62
September			
Accounts to be written off*	\$ 428,355	33	882
Prior Yr to Date	\$ 281,754	35	672
difference - () negative	\$ 146,601	(2)	210

City of Leesburg, Florida
Report of **REVENUES** by Fund
For Period Beginning of October 1, 2022- August 31, 2023 or 92%

Fund Name	REVENUES				
	CURRENT YEAR			LAST YEAR	
	FY 23 Adjusted Budget	FY 23 Revenue	FY 23 Percentage	FY 22 Revenue	FY 22 Percentage
<u>General Fund</u>	30,801,872	28,918,425	94%	28,879,470	97%
<u>Special Revenue Fund</u>					
Housing Assistance	106,680	118,935	111%	101,099	105%
Debt Service Fund	1,745,218	1,751,193	100%	1,614,659	92%
Capital Projects Fund	7,376,196	1,230,222	17%	4,229,139	135%
Discretionary Sales Tax	2,599,868	3,157,887	121%	2,460,089	261%
Police Forfeiture Fund	-	74,854	0%	22,667	55%
Police Education Fund	-	4,852	0%	4,279	0%
Gas Tax	800,000	811,255	101%	722,328	96%
Police Impact Fees	-	604,725	0%	135,393	0%
Fire Impact Fees	-	67,001	0%	139,842	0%
Recreation Impact Fees	-	108,001	0%	233,958	0%
Building Fund	1,073,600	845,904	79%	945,579	91%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	752,463	756,980	101%	558,349	98%
Carver Heights CRA fund	654,068	678,090	104%	516,502	101%
Highway 27/441 CRA fund	1,829,915	1,863,352	102%	1,365,618	99%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	1,916,746	1,633,463	85%	1,553,775	126%
Electric Utility Fund	95,863,940	70,928,154	74%	72,474,214	113%
Gas Utility Fund	9,906,850	10,010,216	101%	9,582,435	119%
Water Utility Fund	11,067,692	10,568,304	95%	9,641,753	99%
Wastewater Utility Fund	15,386,454	14,669,096	95%	19,852,008	106%
Solid Waste Utility Fund	4,962,610	4,575,337	92%	4,381,563	94%
Airport Fund	6,056,251	1,638,668	27%	2,278,112	36%
<u>Internal Services Fund</u>					
Health Insurance Fund	7,769,137	6,933,175	89%	6,870,095	89%
Workers Comp Insurance Fund	1,160,309	1,050,531	91%	914,491	136%
Fleet Maintenance Fund	3,798,186	2,940,656	77%	3,222,228	87%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,223,377	4,532,068	204%	(1,620,061)	0%
Fire Retirement Trust Fund	1,720,614	4,413,899	257%	(1,519,045)	0%
General Employees Trust Fund	3,240,408	5,718,046	176%	(1,459,339)	0%
Use of Fund Balance (Various funds)	78,393,483				
Total All Funds	291,205,937	180,603,287	85%	168,101,201	100%

City of Leesburg, Florida
Report of **EXPENSES** by Fund
For Period Beginning of **October 1, 2022- August 31, 2023** or **92%**

Fund Name	EXPENSES				LAST YEAR	
	CURRENT YEAR				FY 22 Expenses	FY 22 Percentage
	FY 23 Adjusted Budget	FY 23 Expenses	FY 23 Percentage			
<u>General Fund</u>	32,868,412	26,783,461	81%		26,731,628	83%
<u>Special Revenue Fund</u>						
Housing Assistance	162,112	132,854	82%		104,095	69%
Debt Service Fund	1,745,218	1,750,532	100%		1,613,312	92%
Capital Projects Fund	13,837,956	1,598,591	12%		4,181,485	54%
Discretionary Sales Tax	2,680,893	1,080,799	40%		2,648,413	104%
Police Forfeiture Fund	61,571	-	0%		-	0%
Police Education Fund	3,500	6,915	198%		6,523	109%
Gas Tax	1,260,707	987,167	78%		755,080	100%
Police Impact Fees	204,900	234,536	114%		12,180	116%
Fire Impact Fees	47,949	4,240	9%		10,660	4264%
Recreation Impact Fees	-	4,330	0%		186,120	103%
Building Fund	1,570,402	1,129,825	72%		1,248,025	71%
<u>Community Redevelopment Agencies</u>						
Greater Leesburg CRA fund	813,641	509,550	63%		651,321	90%
Carver Heights CRA fund	754,068	230,895	31%		518,011	72%
Highway 27/441 CRA fund	1,979,110	902,090	46%		925,433	65%
<u>Enterprise Funds</u>						
Stormwater Utility Fund	3,283,752	1,159,021	35%		1,160,373	48%
Electric Utility Fund	102,434,356	69,224,012	68%		71,815,376	94%
Gas Utility Fund	11,701,816	7,475,504	64%		7,606,391	69%
Water Utility Fund	17,810,382	8,339,665	47%		7,534,025	53%
Wastewater Utility Fund	63,932,687	11,755,344	18%		10,145,714	32%
Solid Waste Utility Fund	5,454,110	4,975,715	91%		4,819,321	94%
Airport Fund	7,050,961	2,644,596	38%		2,282,025	31%
<u>Internal Services Fund</u>						
Health Insurance Fund	7,769,137	7,594,541	98%		7,362,842	95%
Workers Comp Insurance Fund	1,160,309	1,109,553	96%		510,927	76%
Fleet Maintenance Fund	5,433,589	3,054,114	56%		3,282,289	75%
<u>Pension Trust Funds</u>						
Police Retirement Trust Fund	2,223,377	1,237,446	56%		1,776,710	90%
Fire Retirement Trust Fund	1,720,614	1,510,083	88%		1,437,462	86%
General Employees Trust Fund	3,240,408	2,933,442	91%		2,917,410	90%
Total All Funds	291,205,937	158,368,818	54%		162,243,152	75%

GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	ELECTRIC UTILITY	GAS UTILITY	WATER UTILITY	WASTEWATER TREATMENT	COMMUNICATION	SANITATION SERVICES	STORM WATER	AIRPORT	BUILDING PERMITS	INTERNAL SERVICE
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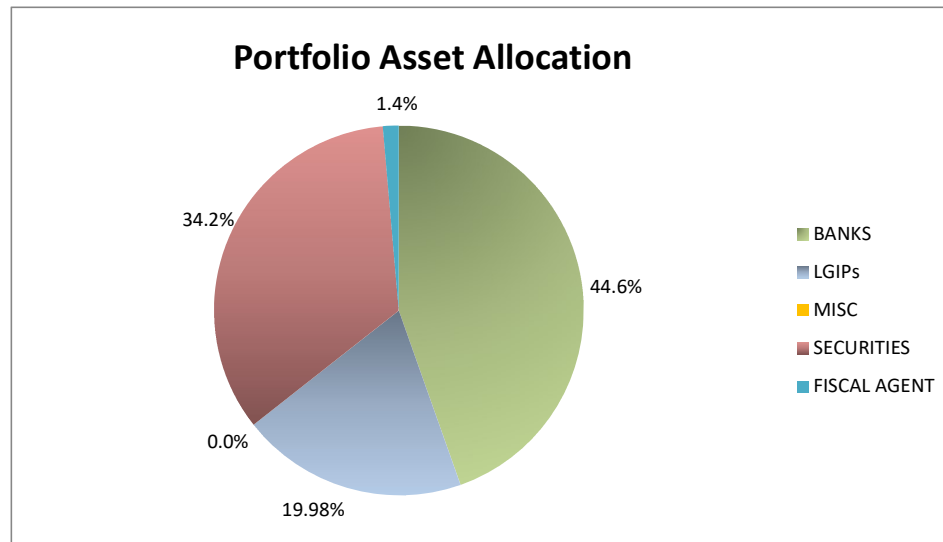
POOLED CASH & INVESTMENTS		FUNDS TOTAL	FUND	CRA FUND	CRA FUND	CRA FUND	FUND	FUND	FUND	FUND	FUND	FUND	
OPERATING CASH		\$ 9,145,055.07	\$ 214,571.62	\$ 240,006.90	\$ 557,232.58	\$ 3,146,210.16	\$ 178,496.52	\$ (1,228.47)	\$ 2,630,262.59	\$ 415,342.33	\$ 1,110,780.34	\$ 243,809.68	\$ 409,570.82
RESTRICTED CASH													
	HUD SHIP PROGRAM & \$HOUSE PROCEEDS	73,719.02	73,719.02										
	BOND/NOTE SINKING FUND	140,398.97		88,032.73		52,366.24							
	SIGN GRANT	308,836.00		77,587.00	90,013.00	141,236.00							
	R&R / OTHER RESTRICTED	9,716.92	9,716.92										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 1,132,670.91	\$ 83,435.94	\$ 165,619.73	\$ 90,013.00	\$ 793,602.24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 10,277,725.98	\$ 298,007.56	\$ 405,626.63	\$ 647,245.58	\$ 3,939,812.40	\$ 178,496.52	\$ (1,228.47)	\$ 2,630,262.59	\$ 415,342.33	\$ 1,110,780.34	\$ 243,809.68	\$ 409,570.82
NON-POOLED RESTRICTED CASH													
	DEP-WELLS FARGO	-											
SUBTOTAL NON-POOLED CASH		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 10,277,725.98	\$ 298,007.56	\$ 405,626.63	\$ 647,245.58	\$ 3,939,812.40	\$ 178,496.52	\$ (1,228.47)	\$ 2,630,262.59	\$ 415,342.33	\$ 1,110,780.34	\$ 243,809.68	\$ 409,570.82

INTERNAL SERVICE FUNDS

G:\ACCOUNTING\1Monthly Financials\2022-2023\11 Month_Ended Aug 31_2023-Working .xlsx

**CITY OF LEESBURG
INVESTMENT REPORT
8/31/2023**

DESCRIPTION	BALANCE 8/31/2023
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$53,818,886
TD Bank - Savings	-
Southstate Bank - Savings	11,449
Southstate Bank - CD	2,000,000
JP Morgan - CD	5,000,000
Southstate Bank - CD	5,000,000
TD Bank - CD	4,000,000
Seaside Bank	4,108,961
	\$73,939,296
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	8,165,147
FLCLASS	10,349,753
FLPRIME	14,344,224
	32,859,124
US BANK (Fiscal Agent)	2,296,617
CHANDLER ASSET MANAGEMENT (SECURITIES)	56,795,000
PUBLIC TRUST ADVISORS (SECURITIES)	0
	56,795,000
TOTAL INVESTMENTS	165,890,036
MARKET ADJUSTMENT	(482,137)
TOTAL VALUE OF INVESTMENTS	<u><u>\$165,407,900</u></u>



Miscellaneous Accounts Receivable Customers With Unpaid Balances

Prepared by Finance

September 30, 2023

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Jennings, Matthew	Boat not here/ Sent to Attorney	Marina Rent	711.99
Porter-Shaw, Breanna	Working with Police Dept	Security for Jan 28,2023	40.00
Route 46 Properties	Working with Planning & Zoning	Traffic Study	870.00
			<u>1,621.99</u>

013 Fund

Calhoun, Contessa	Working with Housing Dept	Housing Rent	2,641.00
Piard, Marie	Working with Housing Dept	Housing Rent	1,927.00
			<u>4,568.00</u>

041 Fund

Nix, Corey	Working with Electric/ making payments	Apprentice Reimbursement	1,650.59
			<u>1,650.59</u>

042 Fund

Centurylink of Florida	Working with Gas Dept	USIC Locating Services	4,596.00
			<u>4,596.00</u>

046 Fund

Johnson & Laux Construction	Working with Public Works	Solid Waste Rolloff	616.50
			<u>616.50</u>

Total 13,053.08

001 FUND TOTAL	\$	1,621.99
013 FUND TOTAL	\$	4,568.00
041 FUND TOTAL	\$	1,650.59
042 FUND TOTAL	\$	4,596.00
046 FUND TOTAL	\$	616.50
	\$	<u><u>13,053.08</u></u>

Expected write offs as of Sep 30, 2023

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2021 and 2022

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2021-2022	\$ 281,753	350,141	68,388
2020-2021	307,042	22,615	(284,427)
2019-2020	284,281	250,084	(34,197)
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
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2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2022 - Month by Month
10/01/21- 09/30/22

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 18,445	3	67
November	19,468	6	65
December	25,734	3	71
January	18,428	1	60
February	21,646	2	62
March	17,878	0	43
April	32,964	11	61
May	15,027	0	47
June	29,250	2	71
July	34,286	4	79
August	18,029	3	46
September	30,599	3	76
Accounts to be written off*	\$ 281,754	38	748
Prior Yr to Date	\$ 307,042	36	821
difference - () negative	\$ 25,288	(2)	73

Projected
Fiscal year 2023- Month by Month
10/01/22- 09/30/23

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 23,873	5	77	185.97	266.97
November	34,977	1	90	165.85	284.19
December	52,217	6	119	365.75	347.00
January	48,307	4	76	237.64	303.17
February	53,540	3	88	157.19	1,790.76
March	58,912	4	99	0.00	415.78
April	34,336	1	56	1,030.32	354.60
May	29,663	4	64	0.00	319.73
June	37,858	2	72	381.48	401.23
July	31,499	2	79	6,811.79	347.77
August	23,172	1	62	433.27	363.67
September	29,405	6	74	1,896.88	327.73
Accounts to be written off*	\$ 457,760	39	956		
Prior Yr to Date	\$ 281,754	38	748		
difference - () negative	\$ 176,006	1	208		

City of Leesburg, Florida
Report of **REVENUES** by Fund
For Period Beginning of October 1, 2022- September 31, 2023 or 100%

Fund Name	REVENUES				
	CURRENT YEAR			LAST YEAR	
	FY 23 Adjusted Budget	FY 23 Revenue	FY 23 Percentage	FY 22 Revenue	FY 22 Percentage
<u>General Fund</u>	30,807,749	32,413,001	105%	30,571,755	102%
<u>Special Revenue Fund</u>					
Housing Assistance	106,680	132,537	124%	112,254	116%
Debt Service Fund	1,745,218	1,751,193	100%	1,614,659	92%
Capital Projects Fund	7,376,196	1,409,175	19%	4,277,999	137%
Discretionary Sales Tax	2,599,868	3,385,923	130%	2,656,502	282%
Police Forfeiture Fund	-	75,252	0%	22,740	55%
Police Education Fund	-	5,350	0%	4,716	0%
Gas Tax	800,000	889,079	111%	792,761	105%
Police Impact Fees	-	662,680	0%	152,724	0%
Fire Impact Fees	-	73,293	0%	144,781	0%
Recreation Impact Fees	-	115,856	0%	242,285	0%
Building Fund	1,073,600	959,038	89%	990,392	95%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	752,463	757,883	101%	558,439	98%
Carver Heights CRA fund	654,068	679,651	104%	517,360	101%
Highway 27/441 CRA fund	1,829,915	1,872,123	102%	1,367,262	99%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	1,916,746	1,789,645	93%	1,696,132	137%
Electric Utility Fund	95,863,940	79,224,452	83%	80,867,616	126%
Gas Utility Fund	10,161,991	13,730,343	135%	10,407,975	129%
Water Utility Fund	11,067,692	11,657,321	105%	10,505,004	108%
Wastewater Utility Fund	15,386,454	16,114,832	105%	21,097,103	112%
Solid Waste Utility Fund	4,962,610	4,999,467	101%	4,800,000	103%
Airport Fund	6,056,251	2,020,336	33%	2,379,657	37%
<u>Internal Services Fund</u>					
Health Insurance Fund	8,503,815	7,587,903	89%	7,643,994	99%
Workers Comp Insurance Fund	1,160,309	1,204,151	104%	1,060,908	158%
Fleet Maintenance Fund	3,798,186	4,467,727	118%	3,511,453	95%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,223,377	3,564,106	160%	(3,401,836)	0%
Fire Retirement Trust Fund	1,720,614	3,659,279	213%	(2,839,163)	0%
General Employees Trust Fund	3,240,408	4,582,463	141%	(3,860,246)	0%
Use of Fund Balance (Various funds)	78,393,483				
Total All Funds	292,201,633	199,784,060	93%	177,895,225	105%

City of Leesburg, Florida
Report of **EXPENSES** by Fund
For Period Beginning of **October 1, 2022- September 31, 2023** or **100%**

Fund Name	EXPENSES				
	CURRENT YEAR			LAST YEAR	
	FY 23 Adjusted Budget	FY 23 Expenses	FY 23 Percentage	FY 22 Expenses	FY 22 Percentage
<u>General Fund</u>	32,874,289	30,669,704	93%	29,500,032	92%
<u>Special Revenue Fund</u>					
Housing Assistance	162,112	148,928	92%	133,578	88%
Debt Service Fund	1,745,218	1,750,532	100%	1,613,312	92%
Capital Projects Fund	13,837,956	1,974,563	14%	4,150,991	53%
Discretionary Sales Tax	2,680,893	2,044,361	76%	2,767,158	109%
Police Forfeiture Fund	61,571	-	0%	-	0%
Police Education Fund	3,500	6,915	198%	6,523	109%
Gas Tax	1,260,707	1,257,901	100%	755,080	100%
Police Impact Fees	204,900	234,536	114%	13,740	131%
Fire Impact Fees	47,949	4,240	9%	11,060	4424%
Recreation Impact Fees	-	4,330	0%	186,520	103%
Building Fund	1,570,402	1,279,133	81%	1,365,657	78%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	813,641	509,550	63%	651,321	90%
Carver Heights CRA fund	754,068	253,896	34%	531,534	74%
Highway 27/441 CRA fund	1,979,110	902,090	46%	925,433	65%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	3,283,752	1,300,571	40%	1,316,319	54%
Electric Utility Fund	102,434,356	76,273,395	74%	80,488,057	105%
Gas Utility Fund	11,956,957	8,306,067	69%	8,335,263	76%
Water Utility Fund	17,810,382	9,181,026	52%	8,381,947	59%
Wastewater Utility Fund	63,932,687	13,062,356	20%	11,432,067	36%
Solid Waste Utility Fund	5,454,110	5,413,955	99%	5,143,679	100%
Airport Fund	7,050,961	2,960,760	42%	2,534,359	34%
<u>Internal Services Fund</u>					
Health Insurance Fund	8,503,815	8,066,078	95%	8,010,548	104%
Workers Comp Insurance Fund	1,160,309	1,206,297	104%	554,783	83%
Fleet Maintenance Fund	5,433,589	4,175,397	77%	3,589,873	82%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,223,377	1,367,327	61%	1,889,480	96%
Fire Retirement Trust Fund	1,720,614	1,638,287	95%	1,571,818	94%
General Employees Trust Fund	3,240,408	3,169,884	98%	3,158,012	97%
Total All Funds	292,201,633	177,162,078	61%	179,018,143	83%

**CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
9/30/2023**

		GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	ELECTRIC UTILITY	GAS UTILITY	WATER UTILITY	WASTEWATER TREATMENT	COMMUNICATION	SANITATION SERVICES	STORM WATER	AIRPORT	BUILDING PERMITS	INTERNAL SERVICE
POOLED CASH & INVESTMENTS	TOTAL	FUND	FUNDS GROUP	FUNDS	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUNDS GROUP
OPERATING CASH	\$79,546,298.79	\$16,557,010.89		\$8,197,575.95	\$ (211,850.37)	\$ 218,806.79	\$11,387,382.48	\$ 5,272,145.31	\$ 6,638,736.04	\$ 14,459,489.31	\$ 1,364,190.60	\$4,227,523.86	\$4,551,633.39	\$ 1,724,890.33	\$ 5,158,764.21
RESTRICTED CASH															
CUSTOMER DEPOSITS	7,080,960.01						5,118,289.89	1,250,669.84	700,525.28		9,655.00				
RENEWL & REPLCMNT	17,790,825.61	1,153,605.03		7,725.83			(1,133,550.18)	631,392.46	4,104,538.31	11,554,847.75	850,000.00				622,266.41
BONDNOTE SINKING FUND	30,025,359.72			125,856.28			3.54	0.18	(0.34)	29,899,500.06					
INFRASTRUCTURE DEVELOPMENT															
SIGN GRANT & HUD SHIP	308,836.00			308,836.00											
HWY 441/27 CRA - Restricted Surplus	600,000.00			600,000.00											
IMPACT FEES	6,757,009.56								2,122,595.60	4,634,413.96					
OTHER RESTRICTED CASH	11,770,254.59				11,495,623.78										
DEVELOPER CONTRIBUTIONS	471,150.92			73,857.81											
RATE STABILIZATION	1,171,246.00					466,021.52	5,129.40								
	1,171,246.00					1,171,246.00									
SUBTOTAL OF RESTRICTED CASH	75,975,642.41	1,153,605.03	1,116,275.92		11,495,623.78	5,622,010.77	1,887,191.88	6,927,658.85	46,090,581.77		859,655.00				622,266.41
TOTAL POOLED CASH	\$155,521,941.20	\$ 17,710,615.92	\$ 9,313,851.87	\$ (211,850.37)	\$ 11,714,430.57	\$ 17,009,393.25	\$ 7,159,337.19	\$ 13,566,394.89	\$ 60,550,071.08	\$ -	\$ 2,223,845.60	\$ 4,227,523.86	\$ 4,551,633.39	\$ 1,724,890.33	\$ 5,781,030.62
NON-POOLED RESTRICTED CASH															
CASH WITH FISCAL AGENT	9,800,505.85			96,528.23	1,397,769.96		2,724,897.48	308,686.09	1,351,445.71	3,921,178.38					
DEPOSITORY TRUST ACCOUNT															
DEP-WELLS FARGO															
SUBTOTAL NON-POOLED CASH	9,800,505.85			96,528.23	1,397,769.96		2,724,897.48	308,686.09	1,351,445.71	3,921,178.38					
TOTAL POOLED CASH AND INVEST	\$165,322,447.05	\$17,710,615.92	\$ 9,410,380.10	\$1,185,919.59	\$11,714,430.57	\$19,734,290.73	\$7,468,023.28	\$14,917,840.60	\$64,471,249.46		\$2,223,845.60	\$4,227,523.86	\$4,551,633.39	\$1,724,890.33	\$5,781,030.62

INDIVIDUAL SPECIAL REVENUE FUNDS

POOLED CASH & INVESTMENTS	SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH	\$ 8,197,575.95	\$ 212,172.18	\$ 232,405.88	\$ 539,900.30	\$ 3,081,500.11	\$ 178,894.53	\$ (730.33)	\$ 1,894,736.95	\$ 222,432.14	\$ 1,168,735.02	\$ 250,102.49	\$ 417,426.68
RESTRICTED CASH												
HUD SHIP PROGRAM & \$HOUSE PROCEEDS	73,857.81	73,857.81										
BONDNOTE SINKING FUND	222,384.51		96,536.85		125,847.66							
SIGN GRANT	308,836.00		77,587.00	90,013.00	141,236.00							
R&R / OTHER RESTRICTED	7,725.83	7,725.83										
CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH	\$ 1,212,804.15	\$ 81,583.64	\$ 174,123.85	\$ 90,013.00	\$ 867,083.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH	\$ 9,410,380.10	\$ 293,755.82	\$ 406,529.73	\$ 629,913.30	\$ 3,948,583.77	\$ 178,894.53	\$ (730.33)	\$ 1,894,736.95	\$ 222,432.14	\$ 1,168,735.02	\$ 250,102.49	\$ 417,426.68
NON-POOLED RESTRICTED CASH												
DEP-WELLS FARGO	-											
SUBTOTAL NON-POOLED CASH	\$ -											
TOTAL POOLED CASH AND INVEST	\$ 9,410,380.10	\$ 293,755.82	\$ 406,529.73	\$ 629,913.30	\$ 3,948,583.77	\$ 178,894.53	\$ (730.33)	\$ 1,894,736.95	\$ 222,432.14	\$ 1,168,735.02	\$ 250,102.49	\$ 417,426.68

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS	INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH	\$ 5,158,764.21	\$ 1,385,902.62	\$ 1,553,526.16	\$ -	\$ 2,219,335.43
RESTRICTED CASH	622,266.41				622,266.41
SUBTOTAL OF RESTRICTED CASH	\$ 622,266.41	\$ -	\$ -	\$ -	\$ 622,266.41
TOTAL POOLED CASH	\$ 5,781,030.62	\$ 1,385,902.62	\$ 1,553,526.16	\$ -	\$ 2,841,601.84
TOTAL POOLED CASH AND INVESTMENTS	\$ 5,781,030.62	\$ 1,385,902.62	\$ 1,553,526.16	\$ -	\$ 2,841,601.84

**CITY OF LEESBURG
INVESTMENT REPORT
9/30/2023**

DESCRIPTION	BALANCE 9/30/2023
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$45,580,897
TD Bank - Savings	-
Southstate Bank - Savings	11,450
Southstate Bank - CD	2,000,000
JP Morgan - CD	5,000,000
Southstate Bank - CD	5,000,000
TD Bank - CD	4,000,000
Seaside Bank	4,126,100
	\$65,718,448
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	8,202,008
FLCLASS	10,396,383
FLPRIME	14,410,102
	33,008,493
US BANK (Fiscal Agent)	9,800,506
CHANDLER ASSET MANAGEMENT (SECURITIES)	56,795,000
PUBLIC TRUST ADVISORS (SECURITIES)	0
	56,795,000
TOTAL INVESTMENTS	165,322,447
MARKET ADJUSTMENT	(485,064)
TOTAL VALUE OF INVESTMENTS	<u><u>\$164,837,383</u></u>

