



**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

April 12, 2018 (Revised 1:00 p.m.)

City Hall Commission Chambers
506 W. Berckman Street
Fruitland Park, FL 34731

6:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – Pastor Jannie Rush, Deeper Life Church

Pledge of Allegiance – Police Chief Michael Fewless

2. ROLL CALL

3. SPECIAL PRESENTATION

(a) **Staff Introduction** (city manager)

(b) **April 15-21, 2018 Volunteer Appreciation Week Proclamation** (revised)

(c) **April 2018 Library Month Fruitland Park Elementary School Proclamation** (city clerk)

(d) **April 2018 National Library Week and April 2018 National Library Workers' Day** (city clerk/city manager/Fruitland Park Library Director)

(e) **Fruitland Park Library Presentation** (city manager/Fruitland Park Library Director)

4. CONSENT AGENDA

Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a Commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on remaining item(s); and (3) Discuss each pulled item separately and vote .

Approval of Minutes (city clerk)

February 8, 2018 regular meeting minutes

5. REGULAR AGENDA

(a) **Stormwater – Mirror Lake Village - Avex Homes Update Status Report**
(city manager)

Discuss stormwater at Mirror Lake Village - Avex Homes.

- (b) **Lift Station US 27 - Faulty Pump Proposal - Utility Technicians Inc.**
(city manager/public works director)
Request to repair and install the faulty pump at the lift station on US 27 for \$7,755.
- (c) **Resolution 2018-016 - Surplus Equipment - Fire Department** (city manager/interim fire chief)/city attorney
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, DECLARING CERTAIN PERSONAL PROPERTY AS SURPLUS; PROVIDING FOR AUTHORIZATION FOR DONATION OF SAID PERSONAL PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.
- (d) **Parking Violations - Traffic Rules, Title VII, Chapter 71 - Discussion**
(city manager/police chief)
Discuss the city's current provisions on parking violation.
- (e) **Building Permit Fees Revision - Discussion** (city manager/community development) (revised)
Discuss the city's building permit fee schedule.

PUBLIC HEARING

- (f) **First Reading - Ordinance 2018-008 Commission Districts** (city attorney) (revised)
AN ORDINANCE OF THE CITY OF FRUITLAND PARK, COUNTY OF LAKE, STATE OF FLORIDA, ADOPTING CITY COMMISSION DISTRICTS AND A MAP DEPICTING SAID DISTRICTS; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on April 26, 2018.)

QUASI-JUDICIAL PUBLIC HEARING

- (g) **Second Reading and Quasi-Judicial Public Hearing - Ordinance 2018-004 to Correct Ordinance 2016-024 - Boundary Amendment North of CR 466A and West of Timbertop Lane - Petitioner: James Phillips** (city manager/community development/city attorney) (revised)
AN ORDINANCE CORRECTING A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION OF ORDINANCE 2016-024 WHICH AMENDED THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 1.0 ± ACRE OF LAND GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR

SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.
(The first reading was held on March 22, 2018.)

END OF QUASI-JUDICIAL PUBLIC HEARING

6. OFFICERS' REPORTS

(a) City Manager

- i. A) Roads and Streets Discussion**
- B) Shiloh Street and Cutoff Road Proposed Improvements - Transfer ILA (revised)**
- ii. 2017 Hurricane Irma - Federal Emergency Management Agency - Update Status Report**
Status update report on the submitted request of \$378,000 relating to Hurricane Irma.
- iii. Cremains Discussion**
- iv. 2018 Meeting Schedule - Proposed Workshops** (revised)
- v. Fruitland Park Library - Change Order 1 (revised)**
Approve the request from Booth, Ern Straughan & Hoitt, Inc.'s (BESH's), engineer retained by the city, recommending Change Order Number 1 (site development of a new public library facility construction) awarded to Pacco Inc. at the January 11, 2018 meeting. (Addendum (change order) and original contract attached.)
- vi. Community Development Update Status Report** (revised)

(b) City Attorney

- i. Notice of Claims**
 - a. James Hartson**
 - b. Larry Odum**
- ii. Lake County Local Option Gas Tax Amended and Restated ILA** (revised)
- iii. First Reading - Ordinance 2018-012 Lake County Countywide MSTU for Ambulance and EMS - Expiration Date** (revised)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, CONSENTING TO THE INCLUSION OF THE CITY OF FRUITLAND PARK, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT (MSTU) OF THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY,

FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MSTU FOR A SPECIFIED TERM OF THREE (3) YEARS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on April 22, 2018.)

iv. 2018 Legislative Bills Passed (revised)

v. Resolution – Regular Election - Qualifying (revised)

7. PUBLIC COMMENTS

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the City Commission at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the City Commission. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the City Commission addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

8. COMMISSIONERS' COMMENTS

(a) Commissioner Ranize

(b) Commissioner Lewis

(c) Commissioner Bell

(d) Vice Mayor Gunter, Jr.

9. MAYOR'S COMMENTS

10. ADJOURNMENT

DATES TO REMEMBER

Please note that in addition to the city commission meetings, more than one city commissioner may be present at the above-mentioned events.

April 13, 2018, LCLC *SJRWMD Lake Apopka Restoration Presentation*, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.

April 13, 2018, Movie on the Lawn *Jimanji* at 8:00 p.m.

April 21, 2018, *Volunteer's Appreciation Picnic*, Gardenia Park Pavilion, 201 W Berckman Street, Fruitland Park, Florida 34731 at 12:00 p.m.

April 24, 2018, Lake EMS Board of Directors Meeting, Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, Florida 32778 at 2:30 p.m.

April 25, 2018, Lake-Sumter MPO Governing Board Meeting, 225 W Guava Street, #217, Lady Lake, Florida 32159 at 2:00 p.m.

April 26, 2018, City Commission Regular at 6:00 p.m.

April 28, 2018 *Coffee with the Mayor*, Fruitland Park Library, 205 W Berckman Street, Fruitland Park, Florida, 34731 TBD

April 2018, Northwest Lake Community – Cales Multipurpose Soccer Field Ribbon-Cutting TBD

- May 5, 2018, Employee Picnic, Gardenia Park Pavilion and Pool, 201 W Berckman Street, Fruitland Park, Florida 34731 at 11:00 a.m.
- May 9, 2018, *2018 Lake County Community Service Awards*, Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757, **TBD**
- May 10, 2018, City Commission Regular at 6:00 p.m.
- May 11, 2018, LCLC *Lake County Information Technology Innovations Update*, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.
- May 14, 2018, Parks, Recreation and Trails Advisory Board, Library Services Conference Room, 2401 Woodlea Road, Tavares, FL 32778
- May 22, 2018, Lake EMS Finance Committee Meeting, Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, Florida 32778 at 2:00 p.m.
- May 22, 2018, Lake EMS Employee Issues Committee Meeting, Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, Florida 32778 at 3:00 p.m.
- May 22, 2018, Lake EMS Operations Committee Meeting, Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, Florida 32778 at 4:00 p.m.
- May 24, 2018, City Commission Regular at 6:00 p.m.
- May 23, 2018, Lake-Sumter MPO Governing Board Meeting, 225 W Guava Street, #217, Lady Lake, Florida 32159 at 2:00 p.m.
- May 28, 2018, Memorial Day – City Offices Closed

June 22, 2018, 2018 Election Qualifying Period Ends at noon

Any person requiring a special accommodation at this meeting because of disability or physical impairment should contact the City Clerk's Office at City Hall (352) 360-6727 at least forty-eight (48) hours prior to the meeting. (§286.26 F.S.)

If a person decides to appeal any decision made by the City of Fruitland Park with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and 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 does not provide verbatim records. (§286.0105, F.S.)

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.



AGENDA ITEM
NUMBER
3a-e

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	SPECIAL PRESENTATIONS			
For the Meeting of:	April 12, 2018			
Submitted by:	City Clerk			
Date Submitted:	April 2, 2018			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Items:				
<p>a. Staff Introduction Ms. Diana Kolcum, Human Resources</p> <p>This portion of the meeting is dedicated to awarding and recognizing individuals and organizations who have contributed to the good and welfare of the city.</p> <p>b. April 15-21, 2018 Volunteer Appreciation Week Proclamation City of Fruitland Park's volunteers</p> <p>c. April 2018 Library Month Proclamation Fruitland Park Elementary School's Media</p> <p>d. April 2018 National Library Week and April 2018 National Library Workers' Day Fruitland Park Library</p> <p>e. Fruitland Park Library Presentation</p>				
Action to be Taken: None				
Staff's Recommendation:				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor



Proclamation

WHEREAS, the City of Fruitland Park, Florida participates in *National Volunteer Week* from April 15 to 21, 2018 and is proud of and wish to recognize the hard work, dedication and passion of members of our community who enrich the lives of those around them to make our city a strong and vibrant place to live recognizing that through service, ordinary people can make an extraordinary impact; and

WHEREAS, at Fruitland Park, we believe that we cannot meet all the city's needs; therefore, we have partnered with businesses, faith-based organizations, not-for-profit organizations, and individuals who serve in city government and in the community to make a difference; and

WHEREAS, in times of tragedy, volunteers are a source of comfort and resilience; in places of great need, they offer hope and renew our faith that brighter days lie ahead, and in small neighborhoods and bustling cities, they help build -- often with few resources and little recognition -- ladders of opportunity for people of all ages and backgrounds; and

WHEREAS, with the city's expansion and on the scope of such opportunities, we recognize our volunteers who serve on our boards and committees who provide support to the city's existing programs within various departments of the city, individuals who give needed assistance at the city's community-wide events resulting in increased community partnership and ownership, and people making a difference and vast improvements to patrons' quality of life as well as the lives of others; and

WHEREAS, the city recognizes individuals from the Fruitland Park area who have tirelessly worked together to make a difference in creating an atmosphere of generosity; and impacting our local school, community, and seniors; and

WHEREAS, the city is committed to encourage volunteerism amongst its employees, citizens, partners, businesses and organizations and the city commission and staff strive to work together with the community to meet daily challenges; renew our commitment to this worthy cause, and rededicate ourselves for the work ahead;

NOW THEREFORE be it proclaimed that I, "Chris Cheshire, Mayor of the City of Fruitland Park, Florida, on behalf of the city commissioners, do hereby proclaim April 15 to 21, 2018 as *NATIONAL VOLUNTEER WEEK*, and urge all citizens to be inspired to join the city in acknowledging and seeking imaginative ways to be engaged in the community and recognizing the valuable contributions made by our volunteers at forthcoming events to be held in their honor thanking them their dedicated and tireless service.

Dated this 12th day of April 2018.

Chris Cheshire, Mayor

Attest:

Esther Coulson, City Clerk



2017 CITY OF FRUITLAND PARK VOLUNTEERS

APRIL 15-21, 2018 - *VOLUNTEER APPRECIATION WEEK*

APRIL 21, 2018 - VOLUNTEER AND SPONSORS' PICNIC

Gardenia Park Pavilion
 201 W Berckman Street
 Fruitland Park, Florida 34731
 at 12:00 p.m.

Name	Department	Task/Event/Activity – Started	Total Hours
Ducharme, Kevin M. (Chair)	City Commission	pension board (091715)	1
Edgar, J. “Jerry”, Elton	City Commission	pension board (042299)	1
Luttfiring ,Taylor	City Commission	pension board (120816)	1
Themm, Charles “Chuck”	City Commission	pension board (052501)	1
Steve Brooker	City Commission	Pension board (052616)	1
Bame, Constance “Connie” (Chair)	City Commission	Planning and Zoning Board (P&Z) (111104) former Code Enforcement Board (032300)	4
Crews, Colin M.	City Commission	P&Z (121406)	4
Dicus, Daniel	City Commission	P&Z (101410)	4
Purlee, Philip	City Commission	P&Z (061412)	4
Bradley, “Tom” Thomas C.	City Commission	P&Z (011217)	4

Thomas Balducci	Fruitland Park Library	Historic Medal Detector	480
Bob Ballenger (see LAB)	Library	Library Page	240
Bob Brooks	Library	AARP Tax Aid	88
Roz Craig	Library	Children's Story Time	343
Stephen Dunbar	Library	Library Page	111
Barbara Fisler	Library	Tech Processing/Library Page	236
Harry Foose	Library	AARP Tax Aid	88
Karen Foose	Library	AARP Tax Aid	88
Ellen Friewald	Library	Page/Processing	30
Pat Grieco	Library	Children's Story Time	332
Barbara Huy	Library	Children's Story Time	324
Trevor Jones	Library	Chess Club	30
Linda Kozak	Library	Children's Story Time	314
Kathy Newell	Library	Library Page	225
Beverley Ross	Library	Special Programming	25
Ardie Schiller	Library	AARP Tax Aide	88
Susie Skaggs	Library	Circulation	204
Earl Smith	Library	AARP Tax Aide	88
Lynda Streng	Library	Library Page	276
Myla Thompson	Library	ESL and Knitting with Myla	348
John Wolf	Library	AARP Tax Aide	88
Bob Ballenger (see library)	Lake County Library Advisory Board (LAB)	Member	40

Cyndi Burch	LAB	Member	40
Duane Alsbury	Parks and Recreation	T-Ball	16
Cynthia Anderson	Parks and Recreation	Soccer	16
Kasey Armstrong	Parks and Recreation	Soccer	16
Stephanie Bernard	Parks and Recreation	Soccer	16
Jennifer	Parks and Recreation	Soccer	16
Christina Eury	Parks and Recreation	Soccer	16
Rachel Ferrer	Parks and Recreation	Soccer	16
Steve Hahn	Parks and Recreation	Soccer	16
Vanessa LaMarca	Parks and Recreation	T-Ball	16
Jordan LaMarca	Parks and Recreation	T-Ball	16
David Lehew	Parks and Recreation	T-Ball	16
Michael Miller	Parks and Recreation	Soccer	16
Amanda Peoples	Parks and Recreation	Soccer	16
James Pinto	Parks and Recreation	Soccer	16
Matthew Richards	Parks and Recreation	Soccer	16
Glenna Russell	Parks and Recreation	Soccer	16
Harrison Sharpe	Parks and Recreation	Soccer	16
Stewart, Brandie	Parks and Recreation	Soccer	16
Taylor Dezmon	Parks and Recreation	Soccer	16
Holly Turner	Parks and Recreation	Soccer	16

Bernhauser, Pat	Police	Customer Services Representative Moyer Sub Station/Main Police Department	40+
Bosco, Anthony	Police	Moyer Sub Station/Main Police Department	40+
Bosco, Linda	Police	Moyer Sub Station/Main Police Department	40+
Husar, Joseph	Police	Moyer Sub Station/Main Police Department	40++
Kerfin, Robert	Police	Moyer Sub Station/Main Police Department	40+
Wiseman, Orna	Police	Moyer Sub Station/Main Police Department	40+
Wood, Robert "Bob"	Police	Moyer Sub Station/Main Police Department	40+



Proclamation

WHEREAS, School Library Month is a national observance sponsored by the American Association of School Librarians and school libraries across the country; and

WHEREAS, the Lake County School District join in celebrating the importance of school libraries and the contributions of our libraries and librarians; and

WHEREAS, the district's media services mission is to ensure that students and staff are effective users of ideas and information; and

WHEREAS, the Fruitland Park Elementary school library's objective is to provide a foundation for lifelong learning and the leadership and expertise necessary to ensure that the library program is an integral part or the instructional program of the school; and

WHEREAS, throughout the month, the school library will offer activities to highlight the various services it offers to students, staff and parents ranging from storytelling, information to help improve reading skills, and accessing and using the media center; and

WHEREAS, the hard work, dedication, and expertise of the school's media specialist and support staff and the key role they play in our students' lives are recognized;

NOW, THEREFORE, BE IT PROCLAIMED that I Chris Cheshire, Mayor of the City of Fruitland Park, Florida", on behalf of the city commissioners, do hereby proclaim April 2018 as *School Library Month* in Fruitland Park; call upon all residents of this great city to join in supporting the aims and goals and heightening the awareness of the importance of libraries in our schools, and work with educators to design learning strategies to meet the needs of individual students.

Chris Cheshire, Mayor

Attest:

Esther Coulson, City Clerk

Dated this 12th day of April 2018



Proclamation

WHEREAS, National Library Week was first sponsored each April since 1958 by the American Library Association and libraries across the country; and

WHEREAS, in 1982, Lake County created a countywide public library system and included the City of Fruitland Park library as its member which provides free access to all residents; and

WHEREAS, the Fruitland Park Library is at the heart of our community working to meet the changing needs of its users; continuously growing and evolving in providing a forum for diverse ideas, points of view, and a variety of ongoing outreach services, and nurturing the love of reading in citizens of all ages beginning with the very young; and

WHEREAS, librarians are trained professionals who for centuries have guided people to the best information resources and provided patrons of all ages and backgrounds find and interpret needed information and technologies to live, learn and work in a challenging and changing economy; and

WHEREAS, to enrich and shape the community, librarians design and offer significant programs and increased resources; have a powerful and positive impact in bringing together individuals, and address local issues that changes lives on a daily basis; and

WHEREAS, libraries, librarians, library directors, workers, administrators, users, supporters, and Friends Groups across America are celebrating: April 2018 as *School Library Month*; April 8 through 14, 2018 as *National Library Week* with the theme, "Libraries Lead", and April 10, 2018 as *National Library Workers' Day*;

Now, therefore, be it proclaimed that I Chris Cheshire, Mayor of the City of Fruitland Park, Florida", on behalf of the city commissioners, do hereby proclaim April 8 - 14, 2018 as *National Library Week*, and April 10, 2018 as *National Library Workers' Day*; encourage all residents to visit the library to explore what is new, and take advantage of the wonderful resources available, and engage with the library director and workers thanking them for making information accessible to all who walk through the library's door.

Chris Cheshire, Mayor

Attest:

Esther Coulson, City Clerk

Dated this 12th day of April 2018



AGENDA ITEM NUMBER <p style="text-align: center;">4</p>

CONSENT AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Draft Minutes		
For the Meeting of:	April 12, 2018		
Submitted by:	City Clerk		
Date Submitted:	March 29, 2018		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
Description of Item:			
<p>Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a Commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on remaining item(s); and (3) Discuss each pulled item separately and vote.</p> <p>Approve the February 8, 2018 regular minutes</p>			
Action to be Taken: Approval			
Staff's Recommendation: Approval, if there are no corrections or amendments.			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the consent agenda: _____
Mayor

**FRUITLAND PARK CITY COMMISSION REGULAR
MEETING MINUTES
February 8, 2018**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, February 8, 2018 at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor John L. Gunter, Jr., Commissioners Christopher Bell, Ray Lewis, and Rick Ranize.

Also Present: City Attorney Anita Geraci-Carver; City Treasurer; Jeannine Racine; Police Chief Michael A. Fewless; Interim Fire Chief Don Gilpin; Deputy Fire Chief, Tim Yoder, Fire Department; Public Works Director Dale Bogle; Interim Community Development Administrative Assistant Tracy Kelley; and City Clerk Esther B. Coulson.

1. CALL TO ORDER

After Mayor Cheshire called the meeting to order at 6:00 p.m.; Pastor Reverend Deborah L. "Debbie" Allen, Community United Methodist Church, gave the invocation, and Chief Fewless led in the Pledge of Allegiance to the Flag.

2. ROLL CALL

At Mayor Cheshire's request, Ms. Coulson called the roll and a quorum was present.

Mayor Cheshire announced the decorum for this evening's meeting.

3. CONSENT AGENDA

Approval of Minutes

On motion of Lewis, seconded by Ranize and unanimously carried, the city commission approved the consent agenda, January 11, 2018 regular meeting minutes as submitted.

4. REGULAR AGENDA

(a) Resolution 2018-008 Library Impact Fee Revised ILA

Ms. Geraci-Carver read into the record the title of proposed Resolution 2018-008, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF FRUITLAND PARK, FLORIDA, APPROVING AN
AMENDED INTERLOCAL AGREEMENT BETWEEN LAKE
COUNTY, FLORIDA AND THE CITY OF FRUITLAND PARK,
FLORIDA REGARDING USE OF LIBRARY IMPACT FEES
FOR THE FRUITLAND PARK PUBLIC LIBRARY;
PROVIDING FOR AN EFFECTIVE DATE.

At Mayor Cheshire's request, Ms. Geraci-Carver explained the purpose of the subject proposed resolution relating to the amendment. She referred to the county's

2017 funding award of approximately \$350,000 towards furnishing the Fruitland Park Library and its agreement to the city's request in allowing same to be earmarked towards the construction budget which is memorialized in the ILA. She explained that the city officially allowed \$16,000 to be used solely for the purchase of 16 public access lights and computers and indicated that the remaining funds can be utilized partially towards the library facility's construction.

After discussion, Ms. Geraci-Carver referred to the city commission's request for changes and indicated that Fruitland Park Library Director JoAnn Glendinning had the opportunity to review and agreed with same.

A motion was made by Commissioner Bell and seconded by Vice Mayor Gunter that the city commission adopt Resolution 2018-008 as previously cited.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

- (b) Resolution 2018-009 FY 2017-18 General Funds Surplus Budget Amendment**
Ms. Geraci-Carver read into the record the title of proposed Resolution 2018-009, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2017/2018 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO TRANSFER FUNDS FROM GENERAL FUND SURPLUS TO THE GENERAL FUND ROAD AND STREETS BUDGET FOR EXPENDITURES IN THE PUBLIC WORKS DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Racine explained, at Mayor Cheshire's request, Mr. Bogle's plan in selling scrap metals and allocating the proceeds towards roads and streets.

A motion was made by Commissioner Ranize and seconded by Commissioner Lewis that the city commission adopt Resolution 2018-009 as previously cited.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

- (c) Resolution 2018-010 FY 2017-18 Library Construction Budget Sales Surtax Budget Amendment**
By unanimous consent, the city commission postponed proposed Resolution 2018-010 cited below at the city attorney's request for more information:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2017/2018 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER BY \$976,785 TO TRANSFER FUNDS TO THE LIBRARY CONSTRUCTION BUDGET FROM STORMWATER, PUBLIC SAFETY, CAPITAL IMPROVEMENT FUND (SALES SURTAX) AND ADDITIONAL GRANT MONEY FROM LAKE COUNTY TO THE GENERAL FUND; PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2017-2018 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

5. OFFICERS' REPORTS

(a) City Manager

There was no city manager report at this time as he was absent from this evening's meeting. .

(b) City Attorney

i. Lawsuits

Ms. Geraci- Carver reported on the following cases:

- James and Rita Homonai v. Foster, Crenshaw and City of Fruitland Park.

The James and Rita Homonai v. Foster, Crenshaw et. al. case has been voluntarily dismissed with prejudice upon receipt of the settlement funds and the case has been closed-out.

- Green v. City of Fruitland Park, Hunnewell, Isom and Isaacs

The plaintiff's counsel's plan to dismiss and resolve the Green v. City of Fruitland Park, Hunnewell, Isom and Isaacs case, with prejudice and pay the deductible, although the insurance company's position was not heard.

ii. Notice of Claims

Ms. Geraci-Carver announced that there are no developments to report on the following notice of claims:

- James Hartson
- Larry Odum

iii. Forfeiture of US Currency

Ms. Geraci-Carver noted the problems experienced regarding the issue of Mr. Aaron Monroe Lively's recent arrest at The Tank (doing business as ("dba") "12FU LLC"); reported that she is working with Chief Fewless to pursue the forfeiture of U.S. currency whereby the funds belonged to the

business owners, and indicated that there is nothing pending at this time on the matter.

QUASI-JUDICIAL PUBLIC HEARING

- iv. **Village Park PUD - Westminster Communities of Florida Discussion**
With respect to The Village Park Planned Unit Development (PUD) from Westminster Communities of Florida (also known as Westminster Pine Ridge), Ms. Geraci-Carver referred to the January 30, 2018 meeting she had with Interim Fire Chief Gilpin, Ms. Kelley, Mr. Beliveau, City Manager Gary La Venia and representatives from the First Baptist Church of Leesburg Inc. (FBC) and Westminster Communities.

Ms. Geraci-Carver relayed her anticipation of receiving, before this evening's meeting, a draft contract with revisions relating to the fire impact fees and fire truck from Ms. M. Rebecca Wilson, attorney representing FBC, and gave the following report on the discussions that took place:

- needed fire rescue services equipment at a cost range of approximately \$700,000 to \$1.3 million (at today's costs) for the proposed multi-story building;
- the concept of implementing a pioneer agreement as a result of the fire department equipment costs;
- the lack of resolution reached on potentially purchasing or extending funds for the equipment with subsequent petitioners likely requesting multi-story buildings and a portion of the costs reimbursed to Westminster Communities;
- the city's explanation on the city's adopted fire impact fees, without taking into consideration the equipment for multi-story buildings insufficient to cover the potential impact and demand to the city; Westminster representative's concerns on placing a limit on the potential cost with the anticipation of their response in that regard;
- the request for a detailed concept plan to increase the 50-foot natural landscape buffer between the Brookstone Subdivision at The Villages of Fruitland Park and the potential location of the five-story building;
- with respect to the buffer, the lack of conclusion reached on the possibility of a row of single-family lots containing attached, detached duplexes, multi-family dwelling units; the request for the property to be within 275 feet at five stories (acknowledging that nothing can be located greater than 35 feet in height), and the need to revise the request for a bigger area;

- the concerns on appearing before the city commission for approvals at a future date, and
- the request for stringent language to be included in the potential contract as it relates to the city commission's concerns on granting the applicant the ability to construct the five-story building, provided, before receiving a building permit, the required conditions relating to fire services and the location of buffers from the Brookstone Subdivision are met;

After Mayor Cheshire recognized that no one is present at this evening's meeting representing FBC or Westminster and Ms. Geraci-Carver explained that the subject issue is a quasi-judicial public hearing matter that they are entitled to, she opined that the city commission not engage in any discussions.

Following discussions relating to the photographs of the Brookstone Subdivision, Mayor Cheshire ruled that the city commission cease further discussions on the matter.

QUASI-JUDICIAL PUBLIC HEARING

6. PUBLIC COMMENTS

Recognizing the time spent on FBC, Mr. Phillip "Phil" C. Egner, City of Fruitland Park resident, requested that the city commission consider the following:

- earlier reference made of the 275 feet to be less than the size of a football field;
- other assisted care living facilities (ACLFs) nearby in The Villages that he previously visited and the concerns expressed on lighting at night;
- the number of customers and residents in the area who are unaware of the matter relating to The Village Park PUD from Westminster;
- the current petition he has against the five-story building in the community, if Westminster and The Village Park are allowed to develop same;
- the present three-story facility and the difficulty in selling surrounding homes in the vicinity;
- the unacceptable number of trucks entering and leaving area at night;
- the inquiry about the fire assessment question which rose at the January 18, 2018 LPA workshop;

- the commission's involvement with the non-profit facility and the benefits to the community, the financial impact and uses to the city; and whether it is the thing to do;
- the capacity of the ACLFs which he believed are deemed unmet, and
- the proposal presented at the workshop by Mr. Art A. Ayriss, FBC, for a potential United States Department of Housing and Urban Development low income housing in the community.

7. COMMISSIONERS' COMMENTS

(a) Commissioner Ranize

i. Village Park PUD - Westminster Communities of Florida Discussion

Based on the advice previously received from Mr. La Venia to discuss Village Park PUD under Item 5.(b)vi. earlier on this evening's agenda, Commissioner Ranize mentioned his intent to discuss a list that he prepared on same and requested the need to address the issue with him upon his return. He voiced his dissatisfaction with the time spent on the matter without his opinion on the five-story building.

Later in the meeting and after Mayor Cheshire explained that no further discussions on the subject matter was based on the advice of Ms. Geraci-Carver, he concurred with Commissioner Ranize's concerns on the need for Mr. La Venia to communicate with her to receive an opinion before advising the city commissioners.

ii. Voting Districts - Population Counts

Commissioner Ranize requested an answer by the next regular meeting from Mr. La Venia on the number of residents currently residing in The Villages of Fruitland Park; how the population would affect the voting districts as well as redistricting before the next general election, and the availability of Mr. Greg Beliveau, LPG Urban Planning Inc., or Mr. Carey Baker, Lake County Property Appraiser's Office in this regard.

(b) Commissioner Lewis

i. Code Enforcement/Special Magistrate Process

In response to Commissioner Lewis' inquiry regarding Florida Medical Industries Inc. (the thermometer building), Ms. Davis outlined the procedures on reviewing cases before Special Magistrate/Code Enforcement hearing; pointed out the order made by the Special Magistrate, and her inability to proceed without receiving the order of enforcement which she is waiting for.

After discussion, Ms. Geraci-Carver announced that she was at fault; explained that the order of enforcement was prepared timely, and described the procedure on her final agreement and review, prepared by the Special Magistrate, before he executes same.

Following the city commission's concerns on the process and the ability for Ms. Geraci-Carver to prepare the enforcement, she addressed her plan to communicate with Special Magistrate Ashley Hunt on the method of expediting the process. She reported that having followed-up with him on the order, it has since been executed and Ms. Davis can obtain the originals by February 9, 2018.

ii. Northwest Lake Community - Cales Park Multipurpose Soccer Field Complex

Commissioner Lewis referred to his recent attendance at ACA Camp Geneva's soccer event in the evening; addressed the difficulty in locating the field, and relayed Parks and Recreation Director Michelle Yoder's previous statement to him that Northwest Lake Community Cales Park Multipurpose Soccer Field Complex will not be having any lights on its fields.

Commissioner Lewis recognized the city's capital needs and addressed preference to have lights.

(c) Commissioner Bell

i. Animal Control

In response to Commissioner Bell's inquiry on animal control noting his neighbor's recent litter of kittens, Ms. Geraci-Carver stated that she believed Mr. La Venia was looking into the issue and addressed her intent to check with him.

Mayor Cheshire conveyed his previous conversations he had with Mr. La Venia regarding the possibility of fining individuals -- noting their responsibility in abiding by the ordinance curtailing the number of pets -- where code enforcement issues fines of \$50 per day to which Ms. Geraci-Carver responded that she would check into the matter.

ii. Northwest Lake Community - Cales Park Multipurpose Soccer Field Complex

Commissioner Bell announced that the Lake County League of Cities Inc. Board of Directors will be considering at its February 9, 2018 meeting his reappointment to serve on the Lake County Parks, Recreation and Trails Advisory Committee.

Commissioner Bell addressed his plan to encourage the committee to make attempts to acquire lights for the Northwest Lake Community Cales Park Multipurpose Soccer Field Complex. He noted the committee's intentions to review the county's parks, recreation and trails master plan which he plans to provide to Ms. Geraci-Carver.

(d) Vice Mayor Gunter, Jr.

In response to Commissioner Ranize' inquiry, Vice Mayor Gunter addressed the need to review the city's voting districts' deadline date.

Ms. Geraci-Carver mentioned her intent to communicate with Mr. Beliveau on February 9, 2018 and provide more information to the city commission.

After Ms. Geraci-Carver responded to remarks by Vice Mayor Gunter and Commissioner Lewis, that the deadline date is specified in the ordinance and that she would obtain further information from Mr. Beliveau at the next meeting, they noted the qualifying date of June 22, 2018.

8. MAYOR'S COMMENTS

(a) Building and Zoning Department

Mayor Cheshire recalled Commissioner Ranize' remarks at the August 22, 2017 workshop on the assurance received from the former Community Development Director on the correctness of building occurrences taking place in the city.

Mayor Cheshire addressed the need for change on the building department's policy and procedures allowing the city commission more control and relayed his discussions with Mr. Beliveau at the February 3, 2018 Community United Methodist Church's Annual Winterfest who shared how other local governments perform.

In response, Commissioner Ranize addressed preference to be notified in advance on the permits of potential buildings.

(b) Police Department

Mayor Cheshire gave a report on his observations of Officer Brad Heidt, Police Department and commended him for the way in which he interacted with the community at the February 3, 2018 Winterfest event.

(c) Dates to Remember

Mayor Cheshire announced the following events:

February 9, 2018 – LCLC *Economic Development Update*, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.

February 9, 2018 – Movie on the Lawn *The Emoji Movie* at 7:30 p.m.

February 10-16, 2018, Love Week and Saturday February 10, 2018 *5k Love Run*, City Hall at 8:00 a.m.

February 12, 2018, Parks, Recreation and Trails Advisory Board, Library Services Conference Room, 2401 Woodlea Road, Tavares, Florida 32778 at 3:30 p.m.

February 13, 2018, Lake Emergency Management Services Inc., Board of Directors Meeting, Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, Florida 32778 at 2:30 p.m.

February 22, 2018, City Commission Regular at 6:00 p.m.

February 28, 2018, Lake-Sumter MPO Governing Board Meeting, 225 W Guava Street, #217, Lady Lake, Florida 32159 at 2:00 p.m.

March 8, 2018, New Fruitland Park Library Ground-Breaking Ceremony at noon.

March 8, 2018, City Commission Regular at 6:00 p.m.

March 9, 2018 – LCLC *TBD*, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.

March 9, 2018 – Movie on the Lawn *TBD* at 6:00 p.m. at 6:30 p.m.

March 15, 2018, City Commission Workshop at 6:00 p.m.

March 22, 2018, City Commission Regular at 6:00 p.m.

9. ADJOURNMENT

There being no further business, the meeting adjourned at 6:39 p.m.

The minutes were approved at the April 12, 2018 regular meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Chris Cheshire, Mayor



AGENDA ITEM NUMBER 5a

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Stormwater – Mirror Lake Village – Avex Homes			
For the Meeting of:	April 12, 2018			
Submitted by:	City Manager			
Date Submitted:	April 2, 2018			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:				
Description of Items:	Discussion on stormwater retention pond at Mirror Lake Village – Avex Homes.			
Action to be Taken:				
Staff's Recommendation:				
Additional Comments:	None.			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor



AGENDA ITEM
NUMBER
5b

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Lift Station – US Highway 27/441 – Faulty Pump Proposal			
For the Meeting of:	April 12, 2018			
Submitted by:	City Manager/Public Works Director			
Date Submitted:	April 2, 2018			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:				
Description of Items:				
Staff is requesting the repair and installation of the faulty pump at the lift station on US Highway 27/441 (adjacent to True Green) for \$7,755.				
Action to be Taken: Approve the Utility Technicians Inc.'s proposal.				
Staff's Recommendation: Approve staff's recommendation.				
Additional Comments: None.				

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

Utility Technicians, Inc.

Water and Sewer Specialty Contractor
State Licensed Utility Contractor #CUCO52605

Office (352) 669-5822
Fax (352) 669-6037

Proposal

630 Goodbar Avenue
Umatilla, Florida 32784

NAME / ADDRESS

City of Fruitland Park
Accounts Payable
506 West Berckman Street
Fruitland Park, FL 34731

DATE 3/28/2018 Proposal # 7349

Job:

Utility Technicians, Inc. will supply all materials, labor and equipment to repair and install the faulty pump @ the lift station on US 27 next to Tru Green.

****Note****

-Please allow 4-6 weeks for repair upon signed proposal.
Total Materials, Labor and Equipment

TOTAL: \$7,755.00

All material and workmanship is guaranteed for 1 year or as stated. All work is to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an additional charge over and above this estimate. All agreements are contingent upon strikes, accidents and/or delays beyond our control. Employees of Utility Technicians are covered by Worker's Compensation Insurance.

Terms: Proposal is valid for 30 days from the date listed above. Payment is due 30 days from invoice or as stated above.

SIGNATURE: *Derrick Lucroy* DATE: 3/28/2018

ACCEPTANCE OF CONTRACT: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified above:

SIGNATURE: _____ DATE: _____



AGENDA ITEM NUMBER 5c

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2018-016 Surplus Equipment Fire Department		
For the Meeting of:	March 22, 2018		
Submitted by:	City Manager/Interim Fire Chief		
Date Submitted:	April 3, 2018		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
Description of Items:			
<p>The surplus item is a Fyr Flote Hale small floating pump ID number is 001168, see attached, which is currently inoperable and the same model was sold at a public surplus auction in September 2017.</p> <p>The City of Tavares Fire Department has a need for a floating pump and would attempt to have their mechanics fix the pump if possible.</p> <p>Staff is requesting donating the City of Tavares Fire Department the Fyr Flote Hale pump to utilize on their fire boat as a portable floating pump.</p>			
Action to be Taken: Adopt Resolution 2018-016			
Staff's Recommendation: Approve staff's request. .			
Additional Comments: None.			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

RESOLUTION 2018-016

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, DECLARING CERTAIN PERSONAL PROPERTY AS SURPLUS; PROVIDING FOR AUTHORIZATION FOR DONATION OF SAID PERSONAL PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park Fire Department has accumulated certain personal property which is no longer useful or beneficial to the City of Fruitland Park; and

WHEREAS, the City Commission has determined that it is in the best interest of the residents of Fruitland Park to declare the below listed personal property as surplus property, and to subsequently dispose of said property by donation; and

WHEREAS, has home rule authority to take any action in the furtherance of the interest of the City that is not in conflict with general law, and taking action authorized in this resolution is not in conflict.

THEREFORE BE IT RESOLVED by the City Commission of the City of Fruitland Park, Florida, as follows:

1. The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this resolution.
2. The City Commission of the City of Fruitland Park hereby declares that the following personal property is surplus property, and that said personal property is obsolete, no longer useful and is burdensome to retain:
 - One (1) Fyr Flote Hale inoperable pump with ID number 001168.
3. The City Manager is hereby directed to dispose of the property described herein.
4. This resolution shall be effective immediately upon adoption.

PASSED AND RESOLVED this 12 day of April, 2018, by the City Commission of the City of Fruitland Park, Florida.

SEAL CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

City of Fruitland Park

Chris Cheshire, Mayor

Attest:

Esther B. Coulson, City Clerk

Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice Mayor Gunter	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Lewis	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Ranize	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Bell	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

Esther Coulson

From: Madison Leary
Sent: Tuesday, April 03, 2018 1:05 PM
To: Esther Coulson
Cc: Donald Gilpin; Gary La Venia
Subject: Surplus item floating pump for Fire Department
Attachments: Float pump spec sheet.pdf; float pump.jpg; float pump id.jpg; float pump public auction 1.jpeg; float pump public auction 2.jpeg

Good afternoon,

The surplus item in question is a Fyr Flote Hale pump. It is basically a small floating pump. I have attached an information sheet from the manufacturer of the pump. Also attached are pictures of the pump as it sits now. The pump is inoperable, will not start, and we have no need for this pump. Tavares Fire Department has a need for a floating pump and would attempt to have their mechanics fix the pump if possible. Tavares is a supportive department and has helped our department numerous times including lending Fruitland Park a fire truck when our trucks were out of service due to extended maintenance. The request is to give the City of Tavares this pump to utilize on their fire boat as a portable floating pump. The Fruitland Park ID number is 001168. This same model number float pump went to a surplus auction in 2017 and sold for \$56 dollars. Thank you for your time in this matter.

Respectfully,

*Lt. Madison Leary
A-shift LT/PM
Fruitland Park Fire Department
506 W. Berckman St.
Fruitland Park, FL 34731
352.801.7078 Station
352.460.0129 Station Fax*

 *Go Green: Please do not print this e-mail unless you really need to.*

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Fyr Flote - Volume

STYLE

The Fyr Flote is a lightweight, portable centrifugal pump mounted on an unsinkable, high-strength polyethylene float with dual carrying handles and a splash suppression collar. A high-volume model (20FV-C8) and a high-pressure model (20FP-C8) meet most every pump need — in as little as four inches of water. Weighing just 49 pounds, the Fyr Flote stores easily in most truck compartments. It includes an automatic recoil starter, a spark arresting muffler, and an engine overspeed control switch.




Features

- Flow ranging from 20 GPM @ 120 PSI to 135 GPM @ 30 PSI
- U.S. Motor Power US820 8-HP 2-cycle gasoline engine
- Aluminum alloy pump body with built-in suction guard
- Bronze impeller with floating renewable wear ring
- Self-adjusting mechanical seal
- Exclusive auto-prime system
- High-density polyethylene float with dual carrying handles
- 1.5" NST male discharge connection

Applications/Solutions

- Firefighting - Wildland Forestry

Specifications

Weight	49 lbs (22 kg)
Length	28 inches (711 mm)
Width	20 inches (508 mm)
Height	16 inches (406 mm)
Warranty	

Auction #1934617 - Hale Float Pump #10

<p>Final Price \$56.00 Time Left Closed High Bidder letsdobaja # of Bids 8 First Offer \$20.00 Auction Started Sep 11, 2017 10:28:50 AM MDT Auction Ended Sep 18, 2017 12:00:00 PM MDT</p> <p>Seller Sedona Fire District [View seller's auctions]</p> <p>Terms and Cond. [View Terms and Conditions]</p> <p>Pick-up Location Sedona Fire District St. 1 [Map It] 2860 Southwest Drive Station 1 M- Th 7am - 4pm Sedona, AZ 86336</p> <p>Auction Contact Please login to view contact</p> <p>Payment Visa, MasterCard, Discover</p> <p>Shipping Buyer must pickup item(s)</p>	<p>Bid History [View bid history]</p> <p>Questions You can ask the seller questions about this auction after you login.</p>
--	---

Description

Hale Float pump Model 20FV-C8. 2 cycle motor. Has not been run or service in years. Condition unknown.

Please be advised!

****ALL ITEMS MUST BE PICKED UP NOTHING WILL BE LEFT AT OUR SITE****

WE DO NOT SHIP ITEMS. Bidders may contact a local shipping company to pick up, package and ship their item(s). You are expected to load your own items. If you cannot carry or lift your winnings, you will need to bring someone with you. Limited assistance may be available. We strongly encourage bidders to inspect any/all items of interest. Inspections/ pick-ups are by scheduled appointment only. All viewing must be scheduled prior to the closing date. All items sold on auction are untested and sold as is. All sales are final and we do not accept returns.

Appointments/ Pick-ups are Mon-Thur. 7:00am. to 3:00pm.

The winning bidder MUST provide their own labor and materials to remove the item(s) from the warehouse and must take all items at time of pickup.

We are not experts on the items listed for auction. WE DO NOT INSPECT EVERY ITEM TO SEE IF IT WORKS OR THE CURRENT CONDITION IT IS IN. All of our items are sold as is.

Removal: Bidder must remove auction item(s) within *ten (10) business days* from the time and date of issuance of the Notice of Award. If the Buyer, after making payment for an item, fails to remove the item within the specified time, the agency reserves the right and will retain any and all payments and re-list the auction.

*****Abandonment of Item.*** Auction items paid for but not picked up within the specified time(10) *business days* of the date of issuance of the Notice of Award will be considered abandoned. Sedona Fire District will re-**

Standard Disclaimer for The Sedona Fire District

All sales are FINAL. (see terms and conditions for details) Pick up and Viewing of Auction items by appointment only.

Paymac receives and processes ALL payments and will notify buyer of receipt of payment via email. NO CASH, CHECKS, OR MONEY ORDERS WILL BE ACCEPTED! Payment for an awarded item must be received within five (5) business days after notice of award of the winning bid.

The credit card limit per transaction is \$4,000.00. For payments larger than this amount, follow the instructions listed under Wire Transfers.

Sedona Fire District will charge state/local sales tax of 0.0%, except for the purchase of on-road vehicles that will be registered and operated by the Buyer within the State of California. See Terms and Conditions for details on sales tax and smog-related responsibility.

A Buyers Premium of 10% will be added to the final sale price with a \$1 minimum charge per auction for payment collections.

list any and all items designated as abandoned with no refund being provided to the user.

Please be advised!

Condition: **UNKNOWN**

Note: Click on pictures below to view larger image

The successful bidder will be responsible for removal or pick-up of item(s) from the agency's premises and is responsible for packing, loading, shipping and/or transporting of items if necessary, and no later than 10 days after "notice of award".

Bid deposits may be required to ensure fairness to all buyers.

BIDDERS ARE ENCOURAGED TO READ AGENCYS TERMS AND CONDITIONS THOROUGHLY!



Computer Translation: [Hide | Show]

The Public | GroupSM

Property of The City
of Fruitland Park
001168

HALE

HALE

FPVFD

FPVFD

FUEL MIX

Quantity	Oil	Gallons
1	2	1
2	4	2
3	6	3
4	8	4
5	10	5
6	12	6
7	14	7
8	16	8
9	18	9
10	20	10

Use gasoline with an octane rating of 87 or higher.
Do not use ethanol blends.
Do not use leaded gasoline.
Do not use kerosene.
Do not use diesel.
Do not use oil.

WARNING

- Refer to the operator's manual for safety information.
- OPEN fuel tank cap and the air filter cover before starting the engine.
- DO NOT STROKE the engine.
- AVOID DAMAGE to the engine and other parts.





LADY LAKE POLICE DEPARTMENT

Office of the Chief of Police

Date: February 3, 2017

CM 17-002

To: Kris Kollgaard
Town Manager

From: Chris McKinstry
Chief of Police

A handwritten signature in blue ink, appearing to read "C. McKinstry", is placed to the right of the "From:" field.

SUBJECT: PARKING VIOLATIONS

Introduction:

Attached for your consideration is proposed Ordinance text that would amend the parking regulations for various violations.

Background:

The Town does not currently have any process in place to issue parking citations or adjudicate violations. Parking violations are a consistent complaint from our residents and a source of frustration from both our residents and our police officers when blatant violations go unresolved. There are two municipalities within Lake County (Mount Dora and Groveland) that currently utilize the services of the Lake County Clerk of the Court for parking violation hearings and delinquent collections. I contacted the Clerk's Office and was informed of the following process currently in use:

The Clerk's Office charges a statutory fee (FS§ 34.045) of \$10.00 for filing each case the municipalities send as "default". A default case would be any case in which a fine has not been paid within the time allotted. To cover the filing fee, an escrow account would be established with the Clerk's Office. There is no minimum set amount. The Town could start with \$100.00 in escrow. For each sustained violation, the Clerk's Office charges an additional \$10.00 fee to the fine amount established by the municipality ordinance. The late fee is assessed to the violator and returned to the Town. This return is basically to refund the filing fee. In the event a Hearing Officer finds that the Town issued a parking citation improperly, the Town would be required to pay a \$40.00 fee.

The process is illustrated in the attached diagram (attachment 1).

The Police Department currently utilizes TRACS software for traffic citations, we have the ability to create and print parking tickets on that existing software at no additional cost. The only initial

expense incurred would be the purchase of pre-printed envelopes for parking violation notices.
Proposed Text Amendments:

ARTICLE II: STOPPING, STANDING, PARKING

Section 17-28 - Prohibited parking in specified places.

- (a) No person shall stop a vehicle, stand a vehicle or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places:
- (1) Within fifteen (15) feet of a fire hydrant;
 - (2) Within a designated fire lane;
 - (3) Within an intersection;
 - (4) On a sidewalk;
 - (5) On a crosswalk;
 - (6) Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite such station, if prohibited by a sign;
 - (7) In front of a public or private driveway;
 - (8) Within twenty (20) feet of a crosswalk at an intersection;
 - (9) Outside the lines or markings painted or placed upon the curb and/or upon the street or in parking lots or to park a vehicle in such a position that the vehicle shall not be entirely within the area so designated for parking by such lines or markings;
 - (10) Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;
 - (11) When any vehicle is left unattended upon any street where such vehicle constitutes an obstruction to traffic;
 - (12) When any vehicle is left unattended upon a street and is so parked illegally as to constitute a definite hazard or obstruction to the normal movement of traffic;
 - (13) Upon any public street, highway, right-of-way, public parking lot, public property, or private property where the public has the right to travel by motor vehicle, for the principal purpose and intent of:
 - a. Displaying the vehicle for sale, hire, or rental;
 - b. Painting, washing, servicing, greasing, or repairing such vehicle, unless the repairs are of an emergency nature;
 - c. Displaying advertising thereon or therefrom;
 - d. Selling merchandise therefrom, unless specifically authorized by the

town; or

e. Storing, junking, abandoning, or dead storing such vehicle.

(14) Upon a two-way roadway without the right-hand wheels parallel to and within twelve (12) inches of the right-hand curb or edge of the roadway.

(15) At any place that is designated as a handicapped parking place for handicapped persons, unless and except when said vehicle is duly permitted for parking therein by virtue of the fact that there is a handicapped occupant

(16) When removal is necessary in the interest of public safety because of fire, flood, storm or other emergency reason

(17) At any place where official traffic control devices prohibit stopping

(b) No person shall move a vehicle not owned by or in charge of such person into any such prohibited area, as enumerated in subsection (a) of this section.

(c) Nothing in this section shall be construed as prohibiting the chief of police and the town manager or the town commission from designating loading and unloading zones, bus stops, taxicab stands, or other similar zones.

(d) This section shall not apply to vehicles involved in a traffic crash which causes the vehicles to be in violation of this section, unless the vehicle remains in violation of this section after a reasonable amount of time for correction as established by the officer investigating the crash.

Sec. 17-29 - Violations and enforcement.

(a) Any person violating this part shall pay the fine designated on the citation, as established by the following schedule, which may be amended from time to time by resolution adopted by the town commission:

(1) Handicap parking, \$250.00.

(2) Fire hydrant and fire lane/zone violations, \$35.00.

(3) All other violations, \$25.00.

(4) Late payment, \$10.00.

(b) An officer who has probable cause to believe that a person has committed an act in violation of this part or F.S. ch. 316 may issue a municipal citation therefor.

(c) Municipal citations issued pursuant to this section shall include the following information:

(1) Date, time, and location of issuance;

(2) Vehicle license number and state;

(3) Vehicle make and color;

(4) Violation charged;

(5) Amount of fine;

- (6) Department case number;
- (7) Issuing officer's signature;
- (8) Name and address of issuing agency;
- (9) Number of days allowed to pay the fine;
- (10) Instructions for contesting the citation; and
- (11) Instructions for paying the fine.

(d) Any person issued a municipal citation pursuant to this section may, within ten days of issuance of the citation:

- (1) Pay the civil penalty, either by mail or in person; or
- (2) Contest the citation in county court.

Payments postmarked and mailed within the ten-day period shall be considered timely.

(e) Any person electing to contest the citation and choosing to appear in county court shall be deemed to have waived the limitations on the civil penalty specified in subsection (a) of this section. The court, after a hearing, shall make a determination as to whether an infraction has been committed. If the commission of a violation has been proven, the court may impose a civil penalty not to exceed \$500.00.

(f) Any person failing to pay the civil penalty or contest the citation in county court, either by mail or in person, within ten days of receiving the citation shall have a late payment charge imposed and be deemed to have waived any right to contest the citation. A notice at time of issuance shall advise the owner that failure to pay the fine plus the late payment charge of \$10.00 within 24 days of the receipt of the citation shall result in the matter being transferred to the county court for further proceedings. The notice shall also advise the owner that any right to contest the citation has been waived and that failure to pay the amount due may result in the imposition of a fine by the court not to exceed \$500.00 and in a hold being put on the further issuances of driver's licenses and registrations to the owner.

(g) If the owner does not pay the fine and the late payment charge within the prescribed 24-day time limit, the citation shall be forwarded to the clerk of the circuit court for placement upon the county court docket. Notice of the hearing date shall be promptly provided by the clerk of the court to the owner of the vehicle in question by certified mail, return receipt requested.

(h) The clerk of the circuit court shall submit to the state department of safety and motor vehicles a list of all owners who have three or more outstanding municipal citations issued by the town, for which fines have not been paid directly to the town or through the county court. Upon receipt of this list, the state department of safety and motor vehicles shall make the appropriate annotations to the records of the owner in question so as to prevent the owner from

receiving a driver's license or vehicle registration until the fines for the citations are paid.

(i) Any person issued a citation for a violation of subsection (a)(1) above may provide proof to the police department that they have a valid parking permit or license plate issued pursuant to a F.S. § 316.1958, § 320.0842, § 320.0845, or § 320.0848, and present a signed affidavit from the owner of the disabled parking permit stating that the owner of the disabled parking permit was present at the time the violation occurred, and such parking permit or license plate was valid at the time

the violation occurred. Upon provision of proof of such a valid parking permit or license plate and payment of a \$5.00 dismissal fee to the police department, the police department shall dismiss the violation.

Section 17-30 - Authority to impound vehicles.

(a) Whenever any police officer finds a vehicle standing upon a street, highway, alley, or right-of-way in violation of this section such officer is authorized to move such vehicle or require the driver or person in charge of the vehicle to move the vehicle, so as to correct the violation. Police officers shall only be empowered to tow vehicles in accordance with subsection (b) of this section.

(b) Police officers are authorized to remove and impound a vehicle from a street, highway, alley, or right-of-way to the town contracted tow service storage facility, or other place of safety, or to a garage designated or maintained by the police department, under the following circumstances:

- (1) When any vehicle is left unattended and constitutes an obstruction to traffic.
- (2) When the owner or person in charge of the vehicle is, by reason of physical injury, incapacitated to such an extent as to be unable to provide for its custody and removal.
- (3) When any vehicle is left unattended and is so parked illegally as to constitute a definite hazard or obstruction to the normal movement of traffic, in violation of this part.
- (4) When any vehicle is left unattended continuously for more than 48 hours and may be presumed to be abandoned.
- (5) When the driver of such vehicle is taken into custody by the police department and such vehicle would thereby be left unattended.
- (6) When removal is necessary in the interest of public safety because of fire, flood, storm or other emergency.

- (7) When a vehicle is found to have equipment which is so defective that the vehicle is unsafe or improper to drive.
- (8) When a vehicle is subject to seizure under the state Contraband Forfeiture Act.
- (9) When the vehicle is one which is illegal to drive.

(c) No vehicle impounded as provided in this section shall be released therefrom until:

- (1) The charges for towing such vehicle into the garage and storage charges have been paid;
- (2) Proper proof of ownership has been exhibited; and
- (3) Any hold which has been placed upon the vehicle by the police department has been removed by the police department.

(d) Whenever an officer moves a vehicle in accordance with this section, and the officer knows or is able to ascertain the name and address of the owner thereof, such officer shall make a reasonable effort to notify, or cause notification to be given to, such owner of the fact of such removal and the reasons therefor and of the place to which such vehicle has been moved.

ORDINANCE NO. 96-005

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, REPEALING CHAPTERS 71 AND 72 OF THE CITY OF FRUITLAND PARK CODE OF ORDINANCES AND CREATING AN NEW CHAPTER 71 OF THE CODE OF ORDINANCES, PERTAINING TO TRAFFIC; PROVIDING FOR SPEED LIMITS; PROVIDING FOR PERMITS FOR PARADES AND PROCESSIONS; PROVIDING FOR MANNER OF PARKING; PROVIDING FOR OBEDIENCE TO PARKING SIGNS OR MARKINGS; PROVIDING FOR PROHIBITED PARKING IN SPECIFIED PLACES; PROVIDING FOR RESTRICTED ACCESS INGRESS AND EGRESS; PROVIDING FOR AUTHORITY TO IMPOUND VEHICLES; PROVIDING FOR VIOLATIONS AND ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA:

Section 1. Chapters 71 and 72 of the City of Fruitland Park Code of Ordinances are hereby repealed and a new Chapter 71 of the City of Fruitland Park Code of Ordinances created to read as follows:

Section 71-10. Speed Limits.

(a) Having conducted an investigation and determined that such a limit is reasonable, unless otherwise posted, the maximum permissible speed upon the streets within residential districts of the City shall be twenty-five (25) miles per hour.

(b) Unless otherwise posted, the maximum permissible speed upon the streets within all other districts of the City shall be thirty (30) miles per hour.

(c) Unless otherwise posted, the maximum permissible speed upon the alleys within the City shall be five (5) miles per hour.

(d) The Chief of Police, after investigating and determining that such a change is reasonable and in conformity with criteria promulgated by the Department of Transportation, shall have the authority to establish speed zones altering the speed limits set forth above both as to increasing maximum, not to exceed fifty-five (55) miles per hour, and establishing minimum speeds.

Section 71-20. Permits for parades and processions.

No procession, or parade, excepting the forces of the United States armed services, the military forces of this state, and the forces of the police and fire departments, shall occupy, march, or proceed along any street or roadway except in accordance

with a permit issued by the chief of police and the city manager and such other regulations as are set forth in Chapter 316, Florida Statutes which may apply.

Section 71-30. Manner of parking.

(a) Every vehicle stopped or parked, in other than an angle space, upon any public street, avenue, alley, or other thoroughfare shall be parked or stopped with the right-hand wheels parallel to and within twelve (12) inches of the right-hand curb or right-hand edge of the public street, avenue, alley or other thoroughfare.

(b) Every vehicle stopped or parked in an angle parking space shall be so stopped or parked with one front wheel within twelve inches (12") of the curb.

Section 71-40. Obedience to parking signs or markings.

(a) Upon those streets which have been signed or marked for parking, no person shall stop, stand, or park a vehicle in violation of such signs or markings.

(b) Any person who attempts to subvert posted time limits for parking by moving the parked vehicle in question to another parking space within the same block shall be subject to the penalties for overtime parking as if the vehicle was never moved.

Section 71-50. Prohibited parking in specified places.

(a) No person shall stop a vehicle, stand a vehicle or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control device, in any of the following places:

(1) upon the unpaved portion of any City right-of-way, if the paved portion of the right-of-way is bordered by a curb;

(2) upon any railroad track or right-of-way, or within thirty feet (30') of any railroad track;

(3) so as to block access to a commercial refuse container or a City refuse container, when the location of the container has been designated or approved by the City;

(4) in a space designated for emergency vehicles only;

(5) upon a two-way street in such a manner or under such conditions so as to prevent intermittent two-way traffic movement;

(6) within an alley in a business district except for the expeditious loading or unloading of materials;

(7) within an alley outside of a business district in a manner, or under such conditions so as to leave available less than ten (10) feet of the width of the alley for the free movement of vehicular traffic;

(8) within any alley in such position as to block the driveway or ingress or egress of any abutting property;

(9) when appropriate signs are erected prohibiting same, upon the left-hand side of any one-way street in violation of such signs;

(10) in the event a street includes two (2) or more separate roadways and traffic is restricted to one direction upon any such roadway, upon the left-hand side of such one-way roadway, unless signs are erected to permit such standing or parking;

(11) within any place marked as a freight curb loading zone during the posted hours when the provisions applicable to such zones are in effect except for the expeditious loading or unloading of materials, and in no event for a period of more than thirty (30) minutes. However, the driver of a vehicle may stop temporarily at a place marked as a freight curb loading zone for the purpose of and while actually engaged in loading or unloading passengers, when such stopping does not interfere with any motor vehicle used for the transportation of materials which is waiting to enter or about to enter such zone;

(12) upon any public street, highway, right-of-way, public parking lot, public property, or private property where the public has the right to travel by motor vehicle, for the principal purpose and intent of

- (A) displaying the vehicle for sale, hire, or rental (unless upon private property and the vehicle owner and the private property owner are the same),
- (B) painting, washing, servicing, greasing, or repairing such vehicle, unless the repairs are of an emergency nature,
- (C) displaying advertising thereon or therefrom,
- (D) selling merchandise therefrom, unless specifically authorized by the City, or
- (E) Storing, junking, abandoning, or dead

storing such vehicle; or,

(13) upon any sidewalk or other pedestrian walkway.

(b) No person shall move a vehicle not owned by or in charge of such person, into any such prohibited area, as enumerated in section 71-50(a).

(c) Nothing in this section shall be construed as prohibiting the Chief of Police and the city manager or the City Council from designating loading and unloading zones, bus stops, taxicab stands, or other similar zones.

(d) This section shall not apply to vehicles involved in a traffic accident which causes the vehicles to be in violation of this section, unless the vehicle remains in violation of this section after a reasonable amount of time for correction as established by the officer investigating the accident.

Section 71-60. Restricted access ingress and egress.

When signs are erected giving notice thereof, no person shall drive a vehicle onto or from any controlled-access roadway except at those entrances and exits which are indicated by said signs, or park in violation thereof.

Section 71-70. Authority to impound vehicles.

(a) Whenever any police officer finds a vehicle standing upon a street, highway, alley, or right-of-way in violation of any of the foregoing provisions of this chapter, such officer is hereby authorized to move such vehicle, or require the driver or person in charge of the vehicle to move the vehicle, so as to correct the violation. Police officers shall only be empowered to move vehicles in accordance with subsection (b) below.

(b) Police officers are hereby authorized to remove and impound a vehicle from a street, highway, alley, or right-of-way to the nearest garage, tow service storage facility, or other place of safety, or to a garage designated or maintained by the police department, under the circumstances hereinafter enumerated:

(1) When any vehicle is left unattended and constitutes an obstruction to traffic;

(2) When the owner or person in charge of the vehicle is, by reason of physical injury, incapacitated to such an extent as to be unable to provide for its custody and removal;

(3) When any vehicle is left unattended and is so parked illegally as to constitute a definite hazard or obstruction to the normal movement of traffic, in violation of this chapter;

(4) When any vehicle is left unattended continuously for more than forty-eight (48) hours and may be presumed to be abandoned;

(5) When the driver of such vehicle is taken into custody by the police department and such vehicle would thereby be left unattended ;

(6) When removal is necessary in the interest of public safety because of fire, flood, storm or other emergency ;

(7) When a vehicle is found to have equipment which is so defective that the vehicle is unsafe or improper to drive;

(8) When a vehicle is subject to seizure under the Florida Contraband Forfeiture Act;

(9) When an apparently abandoned vehicle has been parked or stored for a period exceeding forty-eight (48) hours, in other than a designated parking area or within thirty feet (30') of the pavement edge;

(10) When a vehicle is found upon any railroad track or right-of-way, or within thirty feet (30') of any railroad track and the safety of the train or the vehicle is suspect;

(11) When the vehicle is one which is illegal to drive.

(c) No vehicle impounded as herein provided shall be released therefrom until:

(1) the charges for towing such vehicle into the garage and storage charges have been paid;

(2) proper proof of ownership has been exhibited;
and,

(3) any hold which has been placed upon the vehicle by the police department has been removed by the police department.

(d) Whenever an officer moves a vehicle in accordance with this section, and the officer knows or is able to ascertain the name and address of the owner thereof, such officer shall make a reasonable effort to notify, or cause notification to be given to, such owner of the fact of such removal, and the reasons therefor, and of the place to which such vehicle has been moved.

Section 71-80. Violations and Enforcement.

(a) Any person violating any parking provision of this chapter shall pay the fine designated on the citation, as

established by the following schedule, which may be amended from time to time by resolution adopted by the City Council:

- (1) Handicap parking - \$100.00
- (2) Fire Hydrant and Fire Zone Violations - \$25.00
- (3) All other violations - \$15.00
- (4) Late payment - \$10.00

(b) An officer who has probable cause to believe that a person has committed an act in violation any parking provision of this chapter or Chapter 316, Florida Statutes, may issue a municipal citation therefor.

(c) Municipal citations issued pursuant to this section shall include the following information:

- (1) date, time, and location of issuance;
- (2) vehicle license number and state;
- (3) vehicle make and color;
- (4) violation charged;
- (5) amount of fine;
- (6) department case number;
- (7) issuing officer's signature;
- (8) name and address of issuing agency;
- (9) number of days allowed to pay the fine;
- (10) instructions for contesting the citation; and,
- (11) instructions for paying the fine.

(d) Any person issued a municipal citation pursuant to this section may, within ten (10) days of issuance of the citation:

- (1) Pay the civil penalty, either by mail or in person; or,
- (2) Contest the citation in county court.

Payments postmarked and mailed within the ten (10) day period shall be considered timely.

(e) Any person electing to contest the citation and choosing to appear in county court shall be deemed to have waived the limitations on the civil penalty specified in subsection 71-80(a). The court, after a hearing, shall make a determination as to whether an infraction has been committed. If the commission of a violation has been proven, the court may impose a civil penalty not to exceed \$500.00.

(f) Any person failing to pay the civil penalty, or contest the citation in county court, either by mail or in person, within ten (10) days of receiving the citation shall be deemed to have waived any right to contest the citation. The owner of the vehicle in question shall be promptly notified, by certified mail, return receipt requested, by the department, of such failure. The notice shall advise the owner that failure to pay the fine plus the late payment charge of \$10.00 within fourteen (14) days of the receipt of the notice shall result in the matter being transferred to the County Court for further proceedings. The notice shall also advise the owner that any right to contest the citation has been waived and that failure to pay the amount due may result in the imposition of a fine by the Court not to exceed \$500.00, and in a hold being put on the further issuances of driver's licenses and registrations to the owner.

(g) If the owner does not pay the fine and the late payment charge within the prescribed fourteen (14) day time limit, the citation shall be forwarded to the Clerk of the Circuit Court for placement upon the County Court docket. Notice of the transfer and the hearing date thereon shall be promptly provided by the department to the owner of the vehicle in question by certified mail, return receipt requested.

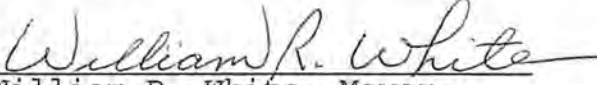
(h) The Clerk of the Circuit Court shall submit to the Florida Department of Safety and Motor Vehicles a list of all owners who have three (3) or more outstanding municipal citations issued by the City, for which fines have not been paid directly to the City or through the County Court. Upon receipt of this list, the Florida Department of Safety and Motor Vehicles shall make the appropriate annotations to the records of the owner in question so as to prevent the owner from receiving a driver's license or vehicle registrations until the fines for the citations are paid.

Section 2. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provision or application of this ordinance which can be given effect without the invalid provision or application.

Section 3. Effective Date. This ordinance shall take effect immediately upon its final adoption by the City Commission.

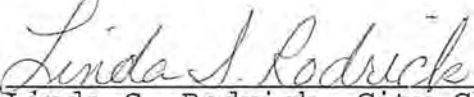
PASSED AND ORDAINED this 11th day of April, 1996, by

the City Commission of the City of Fruitland Park, Florida.



William R. White, Mayor
City of Fruitland Park

Attest:

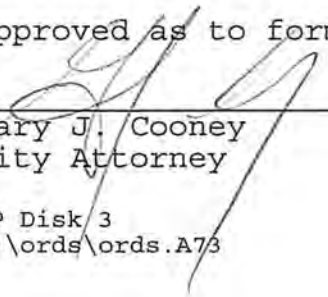


Linda S. Rodrick, City Clerk
City of Fruitland Park

First Reading: March 28, 1996

Second Reading: April 11, 1996

Approved as to form:



Gary J. Cooney
City Attorney

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AGENDA ITEM NUMBER 5e

AGENDA ITEM SUMMARY SHEET

Revised

ITEM TITLE:	Permit Fees			
For the Meeting of:	April 12, 2018			
Submitted by:	City Manager/Community Development			
Date Submitted:	April 2, 2018			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Items:				
Discussion on revising building permit fees.				
Action to be Taken:				
Staff's Recommendation:				
Additional Comments: None.				

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

ALPHA INTERNATIONAL I, LLC

614 E. Hwy 50 Suite130

Clermont, FL 34711

Contract for Municipal Inspection Services ("Agreement")

THIS AGREEMENT is made as of the 1st day of December, 2014, ("Effective Date") between Alpha International I, LLC., a Florida limited liability company, whose address is 614 E. Hwy 50, Suite 130, Clermont, Florida 34711 ("Agency"), and the City of Fruitland Park, Florida, a Municipal Corporation organized and existing under the laws of the State of Florida, whose address is 506 W. Berckman Street, Fruitland Park, Florida 34731 ("Municipality").

WHEREAS, the Municipality requires a highly qualified, professional inspection service, to inspect building and mechanical installations for all construction in compliance with the Florida Building Code, and Florida Statutes.

WHEREAS, Agency proposes to provide Building Official and building inspection services for the Municipality including inspectors and meeting the Municipality's needs for such inspections,

NOW THEREFORE ;

1. The Agency will provide for the Municipality a, Building Official and inspectors whose duties shall be the inspection of all construction, including plan review and field inspections and other such inspections as required by the Municipality. Agency will provide an employee to serve as the Building Official of the Municipality. Such Building Official shall be subject to the approval and designation of Municipality. As of the date of this agreement, Jeff Gerling shall swerve as the Building Official and shall serve in such capacity at the discretion of the Municipality. Any change in the individual designated as Building Official must be agreed to by Municipality.
2. The Building Official and all inspectors shall be licensed in accordance with Florida Statutes.
3. To the extent allowed by law Agency agrees to indemnify and hold Municipality harmless for any actions related to services provided under this Agreement.. The Agency agrees at all times and at its expense to carry comprehensive general liability insurance in the amount of not less than one million dollars (\$1,000,000.00) with Municipality listed as an additional insured. A certificate of insurance indicating that such policies are in full force and effect shall be supplied to Municipality.
4. All permit fees for the services performed by the Agency for the Municipality shall be collected by the Municipality. The amount of the permit fees to be collected by the

Municipality are set forth in the City of Fruitland Park fee schedule, and represent the minimum fees that may be collected by the Municipality. As of the Effective Date, the Municipality shall compensate the Agency at a rate of sixty percent (60%) of the permit fees collected. When permit fees paid by the Municipality to the Agency exceed ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) for Municipality's fiscal year (beginning with the 10/1/14 – 9/30/15 fiscal year), then the rate paid by the Municipality to the Agency shall drop to fifty percent (50%) of the permit fees collected. Once the total permit fees paid by the Municipality to the Agency exceed FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00) for the fiscal year, then the rate paid by the Municipality to the Agency shall drop to forty five percent (45%) of the permit fees collected. Permit fees as used in this section shall apply to permit fees and plan review fees where a licensed inspector or plan reviewer are required by F.S. 468. The fiscal year shall run from October 1st to September 30th.

5. From time to time, at the direction of the Municipality, the Agency shall perform inspections for which no permit fee is required to be collected by the Municipality such as complaints and property maintenance inspections, and inspections from permits issued prior to the effective date of this contract. The Agency shall perform such inspections and forward the resulting reports and findings to the appropriate person(s). The Municipality shall compensate the Agency for any such activities, inspections, reports and meetings relating to such duties where a fee is not generated at a rate of \$40.00 per hour.
6. The Agency shall provide:
 - A. Salary and benefits of the inspectors.
 - B. Field communication equipment.
 - C. Vehicle or mileage/allowance for the inspectors.
 - D. Supplemental systems and support and administrative coordination.
 - E. Necessary state fees for the Agency.
 - F. Certificate of insurance.
 - G. Worker's Compensation and Unemployment Insurance as required by law.

Agency shall perform under this agreement as an independent contractor and nothing contained herein shall in any way be construed to render Agency (or any employees or agents of Agency) as representatives, agents, subagents, or employees of Municipality. Agency agrees and understands that Municipality is not required to and will not withhold any federal income tax, social security tax, or state and local tax nor will Municipality secure worker's compensation insurance or employee's liability insurance of any kind or to take any other action with respect to the insurance or taxes of Agency (or any employees or agents of Agency).

In no event and under no circumstances shall any provision of this agreement make Municipality liable to any person or entity that contracts with or that provides goods or that provides goods or services to Agency in connection with the services Agency has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against Agency, and

there is no contractual relationship, either express or implied, between Municipality and any person or entity supplying any work, labor, services, goods or materials to Agency as a result of the services provided by Agency hereunder or otherwise. Agency agrees to indemnify and hold Municipality harmless from and defend Municipality against any claims by Agency or any employees or agents of Agency arising from any tax, worker's compensation, or employment compensation laws or regulations.


7. If a court of competent jurisdiction finds or holds any part of this Agreement to be invalid or unenforceable for any reason, then only the invalid or unenforceable provision or section shall be affected and the remaining portions of this agreement shall remain and continue in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provisions.
8. The term of this Agreement shall be Five (5) years, commencing on the Effective Date of this Agreement ("Term"). Either party may terminate this Agreement "for cause". "For cause" shall be defined as a breach or failure to adhere with the obligations, terms or conditions of this Agreement. In the event that the "for cause" is of the type that should not be permitted to be cured, then the non-breaching party shall give the breaching party thirty (30) days' notice, in writing, after which the Term of the Agreement shall be terminated. In the event that the Agreement is terminated "for cause" the Municipality shall compensate the Agency for any and all services provided prior, through and including the termination date. In addition, the Agreement may be terminated by either party, without "cause", with ninety (90) days written notice. Notwithstanding the above this Agreement is contingent upon confirmation from Alpha Inspection, Inc., satisfactory to City, that any inspection services agreement with Municipality is terminated.
9. Any failure of a party to enforce the party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.
10. This agreement shall be governed by the laws of the State of Florida with respect to the interpretation and performance. Any suit brought in connection with this agreement will be brought and maintained in Lake County, Florida.
11. The Agency shall comply with the public records laws set forth in Chapter 119, Florida Statutes, and any successor statute.

12. This Agreement constitutes the entire and final Agreement and understanding of the parties as to the matters contained herein, and supersedes all prior agreements relating to the dealings of the parties. This Agreement shall not be altered, amended or modified except by a writing executed by the duly authorized agents of both the Municipality and the Agency.



JEFF GERLING, PRESIDENT
ALPHA INTERNATIONAL I (AGENCY)

11/21/14
DATE



GARY LA VENIA (CITY MANAGER)
CITY OF FRUITLAND PARK (MUNICIPALITY)

11/24/14
DATE

SCHEDULE 1

COMMERCIAL FEES

COMMERCIAL BUILDING NEW	\$50 PLUS \$5.75 PER 1,000 VALUE
COMMERCIAL BUILDING ADD/REMODEL	\$50 PLUS \$7 PER 1,000 VALUE
COMMERCIAL DEMOLITION	\$300
COMMERCIAL PLAN REVIEW	HALF OF THE BUILDING PERMIT FEES, MINIMUM \$100
COMMERCIAL PLAN RE-REVIEW	\$100 PLUS 1.25 PER \$1,000 VALUE
COMMERCIAL ELECTRIC	\$75 PLUS .7 PER 1,000 VALUE
COMMERCIAL HVAC	\$75 PLUS .7 PER 1,000 VALUE
COMMERCIAL PLUMBING	\$75 PLUS .7 PER 1,000 VALUE
COMMERCIAL GAS	\$75 PLUS .7 PER 1,000 VALUE

IRRIGATION TO BE CHARGED AS PLUMBING PERMIT

RESIDENTIAL FEES

RESIDENTIAL BUILDING NEW	\$40 PLUS 4.1 PER 1,000 VALUE
RESIDENTIAL BUILDING ADD/REMODEL	\$40 PLUS 6 PER 1,000 VALUE
RESIDENTIAL DEMOLITION	\$150
RESIDENTIAL PLAN REVIEW	HALF OF THE BUILDING PERMIT, MINIMUM \$40
RESIDENTIAL PLAN RE-REVIEW	\$40 PLUS .4* \$1,000 JOB VALUE
RESIDENTIAL ELECTRIC	\$40 PLUS .7 PER 1,000 VALUE
RESIDENTIAL PLUMBING	\$40 PLUS .7 PER 1,000 VALUE
RESIDENTIAL HVAC	\$40 PLUS .7 PER 1,000 VALUE
RESIDENTIAL GAS	\$40 PLUS .7 PER 1,000 VALUE

IRRIGATION TO BE CHARGED AS PLUMBING PERMIT

OTHER FEES

TO BE CHARGED AT THE DISCRETION OF THE BUILDING OFFICIAL

RESIDENTIAL POOL FLAT FEE	\$300
RESIDENTIAL POOL GAS FLAT FEE	\$360
RESIDENTIAL POOL GAS/SOLAR FLAT FEE	\$375
RESIDENTIAL POOL SOLAR FLAT FEE	\$360
BUILDING ACCESSORY FLAT FEE	\$40
BUILDING ACCESSORY PLAN REVIEW	\$40
REINSPECTION FEE	\$50
EXTRA INSPECTION FEE*	\$40

VALUE OF PERMITS IS BASED ON THE LATEST EDITION OF THE ICC VALUATION TABLES AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL.

CITY OF FRUITLAND PARK

BUILDING PERMIT FEE SCHEDULE

ADMINISTRATIVE

ADMINISTRATIVE FEE	15% OF PERMIT FEES MINIMUM \$7.50
APPLICATION FEE RESIDENTIAL	\$25.00
APPLICATION FEE COMMERCIAL	\$50
DRIVEWAY COMMERCIAL	\$50
DRIVEWAY RESIDENTIAL	\$25
FENCE PERMIT	\$50 RESIDENTIAL \$100 COMMERCIAL
STATE SURCHARGE DBPR	PER STATUTE
STATE SURCHARGE DCA	PER STATUTE
SPECIAL EVENTS FEE	\$100
ZONING CLEARANCE COMMERCIAL	\$50
ZONING CLEARANCE RESIDENTIAL	\$25

COMMERCIAL FEES

COMMERCIAL BUILDING NEW	\$50 PLUS \$5.75 PER 1,000 VALUE
COMMERCIAL BUILDING ADD/REMODEL	\$50 PLUS \$7 PER 1,000 VALUE
COMMERCIAL DEMOLITION	\$300
COMMERCIAL PLAN REVIEW	HALF OF THE BUILDING PERMIT FEES, MINIMUM \$100
COMMERCIAL PLAN RE-REVIEW	\$100 PLUS 1.25 PER \$1,000 VALUE
COMMERCIAL ELECTRIC	\$75 PLUS .7 PER 1,000 VALUE
COMMERCIAL HVAC	\$75 PLUS .7 PER 1,000 VALUE
COMMERCIAL PLUMBING	\$75 PLUS .7 PER 1,000 VALUE
COMMERCIAL GAS	\$75 PLUS .7 PER 1,000 VALUE

IRRIGATION TO BE CHARGED AS PLUMBING PERMIT

RESIDENTIAL FEES

RESIDENTIAL BUILDING NEW	\$40 PLUS 4.1 PER 1,000 VALUE
RESIDENTIAL BUILDING ADD/REMODEL	\$40 PLUS 6 PER 1,000 VALUE
RESIDENTIAL DEMOLITION	\$150
RESIDENTIAL PLAN REVIEW	HALF OF THE BUILDING PERMIT, MINIMUM \$40
RESIDENTIAL PLAN RE-REVIEW	\$40 PLUS .4* \$1,000 JOB VALUE
RESIDENTIAL ELECTRIC	\$40 PLUS .7 PER 1,000 VALUE
RESIDENTIAL PLUMBING	\$40 PLUS .7 PER 1,000 VALUE
RESIDENTIAL HVAC	\$40 PLUS .7 PER 1,000 VALUE
RESIDENTIAL GAS	\$40 PLUS .7 PER 1,000 VALUE

IRRIGATION TO BE CHARGED AS PLUMBING PERMIT

OTHER FEES

TO BE CHARGED AT THE DISCRETION OF THE BUILDING OFFICIAL

RESIDENTIAL POOL FLATFEE	\$300
RESIDENTIAL POOL GAS FLATFEE	\$360
RESIDENTIAL POOL GAS/SOLAR FLAT FEE	\$375
RESIDENTIAL POOL SOLAR FLAT FEE	\$360
BUILDING ACCESSORY FLAT FEE	\$40
BUILDING ACCESSORY PLAN REVIEW	\$40
REINSPECTION FEE	\$50
EXTRA INSPECTION FEE*	\$40

*TO BE CHARGED AT THE DISCRETION OF THE BUILDING OFFICIAL WHEN THE MINIMUM FEES COLLECTED WILL NOT COVER THE COST ASSOCIATED WITH PROVIDING THE SERVICE LEVEL NECESSARY.

THE FINAL VALUE OF ALL PERMITS TO BE DETERMINED BY THE BUILDING OFFICIAL. VALUE OF PERMITS IS BASED ON THE LATEST EDITION OF THE ICC VALUATION TABLES AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL.



AGENDA ITEM
NUMBER
5f

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	First Reading - Ordinance 2018-008 Voting Districts			
For the Meeting of:	April 12, 2018			
Submitted by:	City Attorney			
Date Submitted:	April 4, 2018			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Items: Ordinance 2018-008, the second reading will be held on April 26, 2018.				
Action to be Taken: Approve proposed Ordinance 2018-008.				
Staff's Recommendation: Approval.				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

ORDINANCE 2018-008

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, COUNTY OF LAKE, STATE OF FLORIDA, ADOPTING CITY COMMISSION DISTRICTS AND A MAP DEPICTING SAID DISTRICTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article III, Section 3.17(c), of the Charter of the City of Fruitland Park, Florida states authorizes the city commission to modify the city commission districts by the enactment of an ordinance.

WHEREAS, Article III, Section 3.17(a), of the Charter of the City of Fruitland Park, Florida, provides that “each city commission district shall be formed from compact contiguous territory with the boundary lines following the centers of streets to the extent practicable.”

WHEREAS, the Charter further provides that consideration shall be given to maintaining geographical integrity of neighborhoods and developments within the individual districts, constructed so as to comply with constitutional principles of equal and effective representation, as well as the opportunity of minority representation on the commission, and applicable state and federal constitutional standards.

WHEREAS, the City’s building department reflects a significant increase in the population of the City of Fruitland Park since the current political district map was adopted; and

WHEREAS, the City Commission desires to comply with all legal requirements relating to creation of its political districts; and

WHEREAS, the proposed district boundaries and map comply with law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, as follows:

SECTION 1. District Boundaries and Map. The City Commission of the City of Fruitland Park hereby approves and adopts the boundaries of the five districts as depicted on the map attached hereto and made a part hereof as **Exhibit “A”**. The data identifying the properties within the boundaries of each of the five political districts shall be on file with the City Clerk.

SECTION 2. Effective Date. This Ordinance shall become effective immediately upon its passage as a non-emergency ordinance at two scheduled meetings of the City Commission.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2018.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

Attest:

Approved as to form and legality:

Esther B. Coulson, City Clerk

Anita Geraci-Carver, City Attorney

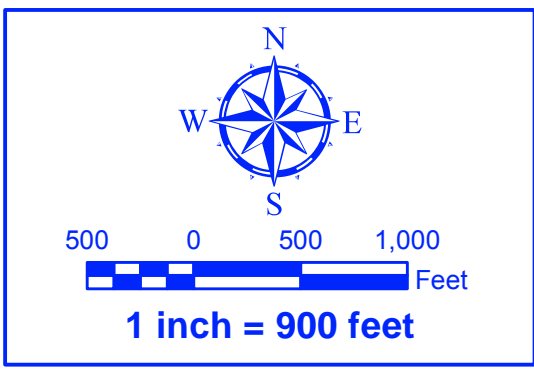
Mayor Cheshire	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Vice Mayor Gunter	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Lewis	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Ranize	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Bell	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)

First Reading _____

Second Reading _____



City of Fruitland Park 2016 - 2020 Voting Districts Lake County, Florida



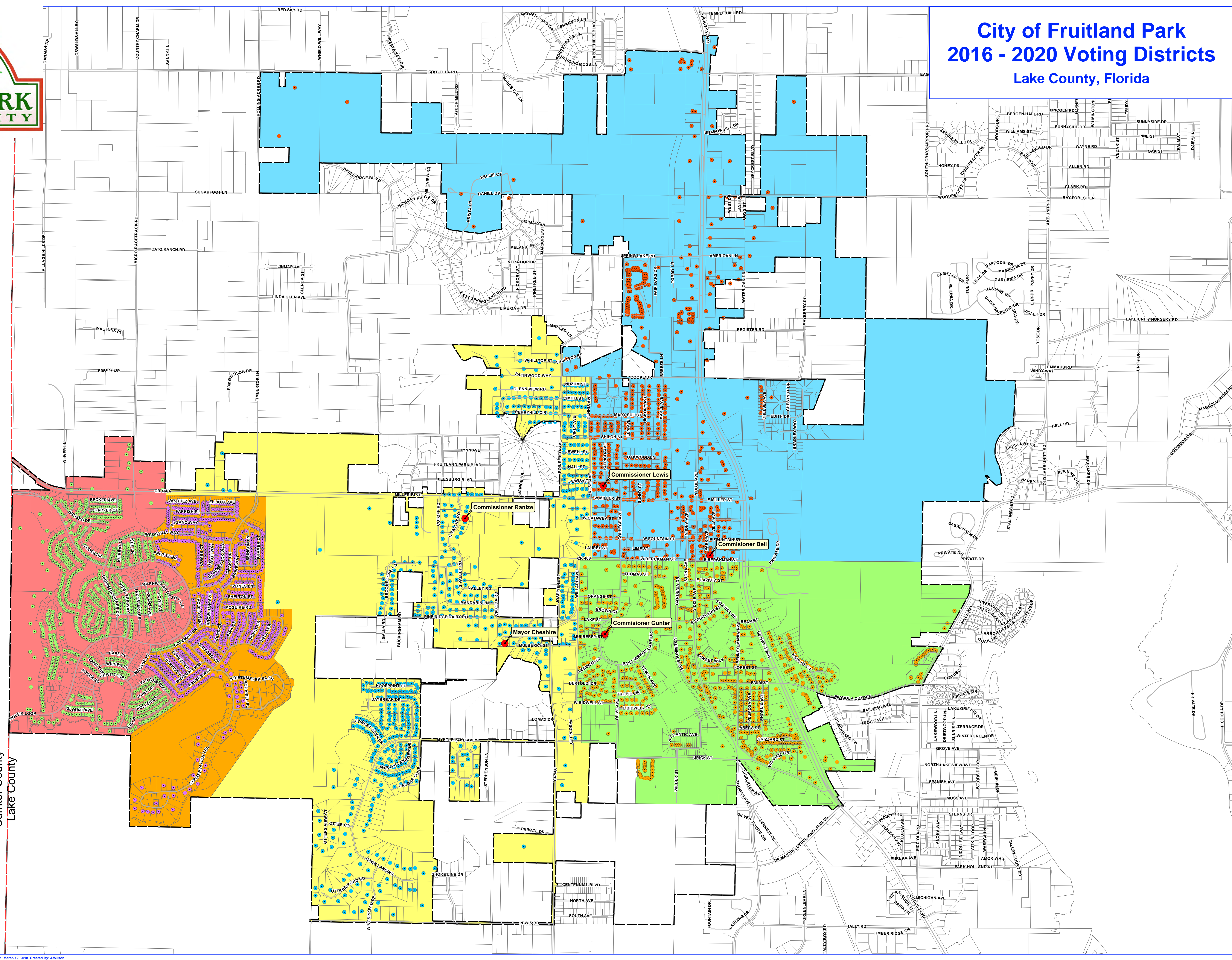
Legend

- City of Fruitland Park
- County Boundary

Option 10

- District 1 - 836 Units
- District 2 - 835 Units
- District 3 - 654 Units
- District 4 - 696 Units
- District 5 - 662 Units

District 1 (Red)
District 2 (Orange)
District 3 (Yellow)
District 4 (Green)
District 5 (Blue)



RESOLUTION 2004-014

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA; RELATING TO QUASI-JUDICIAL HEARINGS; ESTABLISHING PROCEDURES FOR THE DISCLOSURE OF EX PARTE COMMUNICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute 286.0115 allows municipalities to remove the presumption of prejudice attached to ex parte communications with local public officials in quasi-judicial proceedings through the adoption of a resolution or ordinance establishing a process for the disclosure of such communications; and

WHEREAS, the City Commission of the City of Fruitland Park desires to implement the provisions of F.S. 286.0115 with respect to quasi-judicial proceedings which occur before the City Commission as well as city boards and committees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK:

Section 1. The following procedures shall apply with regards to any quasi-judicial matters before the City Commission or any board or committee of the City:

Procedures for quasi-judicial hearings; Disclosure of ex parte communications.

(a) *Intent.* Pursuant to Section 286.0115(1), Florida Statutes, it is the intent of the city commission that this section is intended to remove the presumption of prejudice from *ex parte* communications with city officials and to permit, among other things, site visits, the receipt of expert opinion, and the review of mail and other correspondence relating to quasi-judicial proceedings by said city officials. .

(b) *Definitions.* As used in this section, the following terms shall be defined as follows:

- (1) "City official" means and refers to any elected or appointed public official holding a municipal position or office who recommends or takes quasi-judicial action as a member of a city board, commission, or committee, including, but not limited to, a member of the city commission, the code enforcement board, the planning and zoning board, or the local planning agency.
- (2) "*Ex parte* communication" means a communication involving a city official and a member of the public, regarding a pending quasi-judicial action, such that the city official may be exposed to only one perspective

or part of the evidence with regard to a quasi-judicial action pending before the commission or board on which the city official serves. *Ex parte* communications occur at other than a public meeting of the board on which the city official serves at which the quasi-judicial action discussed has been publicly noticed.

- (3) "Member of the public" refers to any person interested in a quasi-judicial action, including, but not limited to, an applicant, an officer or member of a homeowner's association, an officer or member of an environmental, homebuilding/development, or concerned citizen's organization, an official or employee of a governmental entity other than the City, a developer, a property owner, or an interested citizen, or a representative of or attorney for any of the foregoing.
- (4) "Quasi-judicial" refers to a land use, land development, zoning, or building related permit, application or appeal, as set forth below, in which city officials give notice and an opportunity to be heard to certain substantially affected persons, investigate facts, ascertain the existence of facts, hold hearings, weigh evidence, draw conclusions from the facts, and apply the law to the facts, as the basis for their decision.
- (5) "Site visit" means an inspection of real property subject to an application for any quasi-judicial action prior to a public hearing on the application conducted by a city official. The mere act of driving by a site in the daily course of driving to a particular location, such as work or a particular store, which act is not undertaken for the purpose of inspecting a particular parcel of real property is not a site visit for purposes of this section.

(c) *Ex parte communications between city officials and members of the public.*

- (1) A member of the public not otherwise prohibited by statute, charter provision or ordinance may have an *ex parte* communication with any city official regarding any quasi-judicial matter on which action may be taken by the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) below.
- (2) Except as otherwise provided by statute, charter provision, or ordinance, any city official may have an *ex parte* communication with any expert witness or consultant regarding any quasi-judicial matter on which action may be taken by the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) below. Nothing here,

however, shall restrict a city official access to city staff or expert witness or consultant retained by the City.

(3) Disclosure.

- (A) All city officials shall disclose the occurrence of all *ex parte* communications or discussions with a member of the public or an expert witness or consultant involving said city official which relate to the quasi-judicial action pending before the commission or board on which the city official serves.
 - (B) Disclosure shall occur by no later than the final public hearing, or if no formal public hearing is held, then any hearing at which the final decision regarding the quasi-judicial matter is made. The city official shall disclose the *ex parte* communication verbally or by memorandum. Any such memorandum disclosing the occurrence of the *ex parte* communication shall be placed in the official file regarding the pending quasi-judicial matter which file shall be maintained in the City Clerk's records.
 - (C) At the time of disclosure, the city official shall identify the person, group, or entity with whom the *ex parte* communication took place, the substance of the *ex parte* communication, and any matters discussed which are considered by the city official to be material to said city official's decision in the pending quasi-judicial matter.
- (d) *Oral or written communications between city staff and city officials.* City officials may discuss quasi-judicial matters pending before the commission or board on which said city official serves with city staff without the requirement to disclose pursuant to sub-section (c)(3) above.
- (e) *Site visits by city officials.* Any city official may conduct a site visit of any property related to a quasi-judicial matter pending before the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) above. Any disclosure of a site visit pursuant to sub-section (c)(3) shall disclose the existence of the site visit, and any information obtained by virtue of the site visit considered by the city official to be material to said official's decision regarding the pending quasi-judicial matter.
- (f) *Review of mail, correspondence, and written communications by city officials.* Any city official may review mail, correspondence, or written communications, related to a quasi-judicial matter pending before the commission or board on which the city official serves. Upon review of the mail, correspondence, or

written communication, the document shall be placed in the official file regarding the pending quasi-judicial matter and maintained in the city clerk's records.

- (g) *City clerk's file.* All correspondence, mail, or written communications reviewed by city officials prior to the final hearing on a pending quasi-judicial matter shall be placed in the official file regarding said matter and maintained by the city clerk. Said correspondence, mail, or written communications reviewed by city officials prior to the final hearing on a pending quasi-judicial matter, or any disclosure memoranda as described in sub-section (c)(3)(B), shall be available for public inspection. By no later than the final public hearing, or if no formal public hearing is held, then at any hearing at which the final decision regarding the quasi-judicial matter is made, the city clerk shall make said correspondence, mail, written communications, or other matters, and any disclosure memoranda placed in the official file, a part of the record. All of the foregoing documents shall be received by the commission or board as evidence, with the exception of disclosure memoranda, subject to any objections interposed by participants at the hearing.
- (h) *Opportunity to comment upon substance of disclosure.* At such time that a disclosure regarding an *ex parte* communication, receipt of an expert opinion, site visit, or review of mail, correspondence, or other written communication is made a part of the record at a hearing, persons who may have opinions or evidence contrary to those expressed in the *ex parte* communication, expert opinion, or mail, correspondence, or other written communication, or noted during the site visit, shall be given a reasonable opportunity to refute or respond and provide contrasting information, evidence, or views.


Section 2. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

Section 3. This resolution shall be effective upon passage.

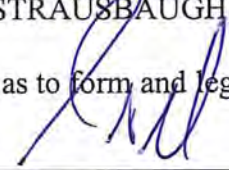
PASSED AND RESOLVED this 24th day of June, 2004, by the City Commission of the City of Fruitland Park, Florida.


JOHN L. GUNTER, JR., VICE MAYOR

ATTEST:


MARGE STRAUSBAUGH, CITY CLERK

Approved as to form and legality:


Scott A. Gerken, City Attorney



Record and return to:
City of Fruitland Park
156 S. Lake Avenue
Fruitland Park, FL 34736

ORDINANCE 2018-004

AN ORDINANCE CORRECTING A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION OF ORDINANCE 2016-024 WHICH AMENDED THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 1.0 ± ACRE OF LAND GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park desires to correct a scrivener's error in the legal description contained in Ordinance [2016-024](#) which annexed the property into the City of Fruitland Park; and

WHEREAS, a petition had been submitted by Charles Johnson on behalf of James Phillips as Owner to annex the property into the City of Fruitland Park;

WHEREAS, the City Commission finds that it was the intent of the then property owner as well as the intent of the City to annex the property more particularly described herein; and

WHEREAS, the City Commissioners determined that the area proposed for annexation met the requirements of §171.044, *Florida Statutes*, and is contiguous to the municipality; and

WHEREAS, this Ordinance has been advertised as required by law with a copy of said notice sent via certified mail to the Board of County Commissioners of Lake County as provided for by statute; and

WHEREAS, all other procedural and notice requirements mandated by State law and the City's Code of Ordinances have been followed and satisfied; and

NOW THEREFORE, be it ordained, by the City Commissioners of the City of Fruitland Park, Florida, as follows:

Section 1: Legislative Findings. The recitals set forth above are hereby adopted as legislative findings of the City Commission of the City of Fruitland Park.

Section 2: Annexation. The scrivener’s error in the legal description in Ordinance 2016-024 is corrected. The corporate limits of the City of Fruitland Park, Florida, are hereby extended and increased so as to include and embrace within the corporate limits of the City of Fruitland Park, the real property described as consisting of approximately 1.0 ± acres more particularly described as follows:

Legal Description: From the Northwest corner of the Northeast ¼ of the Southeast ¼ of Section 6, Township 19 South, Range 24 East, in Lake County, Florida, run South 00°45’20” West along the West line of the Northeast ¼ of the Southeast ¼ a distance of 399.55 feet; thence South 89°07’10” East 90.26 feet to the Point of Beginning; thence continue South 89°07’10” East 202.0 feet; thence South 00°45’20” West 215.65 feet to the Point of Beginning.

Parcel Alternate Key No. 2515490

(the “Property”).

The Property is hereby annexed and declared to be a part of the City of Fruitland Park. The Property is depicted in the map attached hereto as **Exhibit A**.

Section 3: Applicability and Effect. Upon this Ordinance becoming effective, the property annexed shall be subject to all laws, ordinances, and regulations enforced in the City of Fruitland Park, and shall be entitled to the same privileges and benefits as other parts of the City of Fruitland Park upon the effective date of the annexation.

Section 4: Directions. In accordance with Section 171.044(3), *Florida Statutes (2017)* within seven (7) days of the adoption of this Ordinance, certified copies of this shall be provided to the Clerk of the Circuit Court (Recording), and the Secretary of State of the State of Florida. It shall further be submitted to the Office of Economic and Demographic Research within 30 days of approval along with a statement specifying the population census effect and the affected land area.

Section 5: Conflicts. All ordinances and parts of ordinances to the extent in conflict with this Ordinance are hereby repealed.

Section 6: Severability. If any provision or portion of this ordinance is declared by any court competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 7: Effective Date. This ordinance shall become effective immediately upon passage by the City Commission of the City of Fruitland Park in accordance with law.

PASSED and ORDAINED this _____ day of _____ by the City Commission of the City of Fruitland Park, Florida.

Deleted: November, 2017

Chris Cheshire, Mayor

Attest:

Esther B. Coulson, City Clerk

Vice Mayor Gunter _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Lewis _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Ranize _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

First Reading ~~March 22, 2018,~~

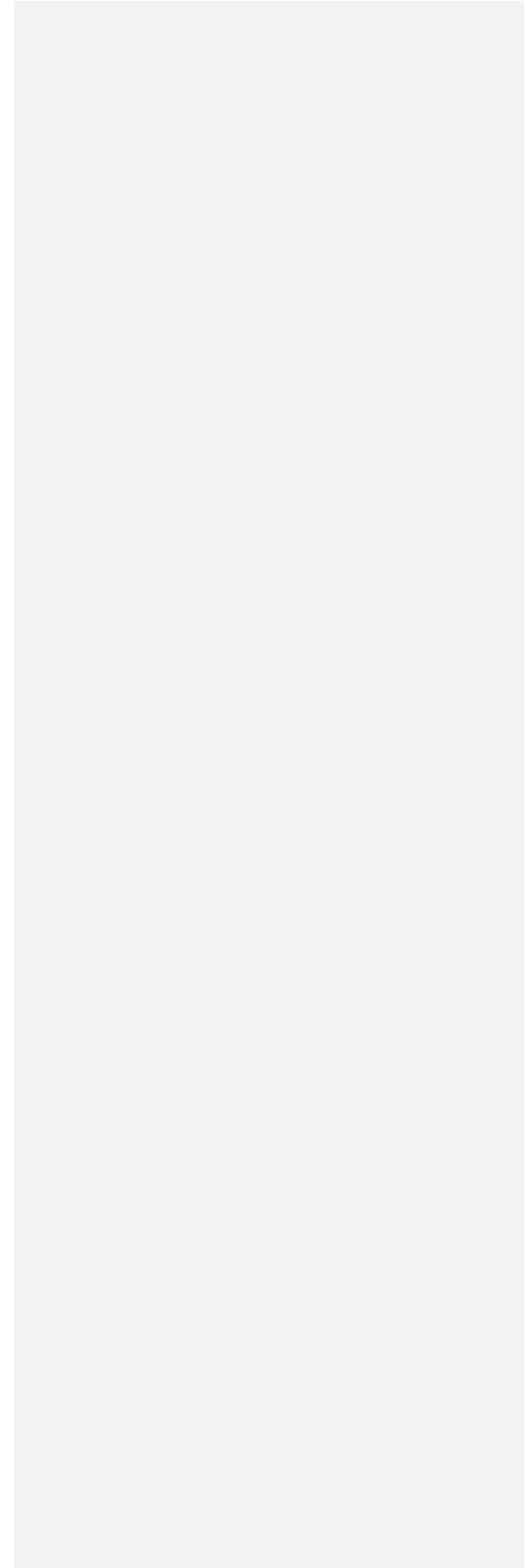
Deleted: _____

Second Reading _____

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

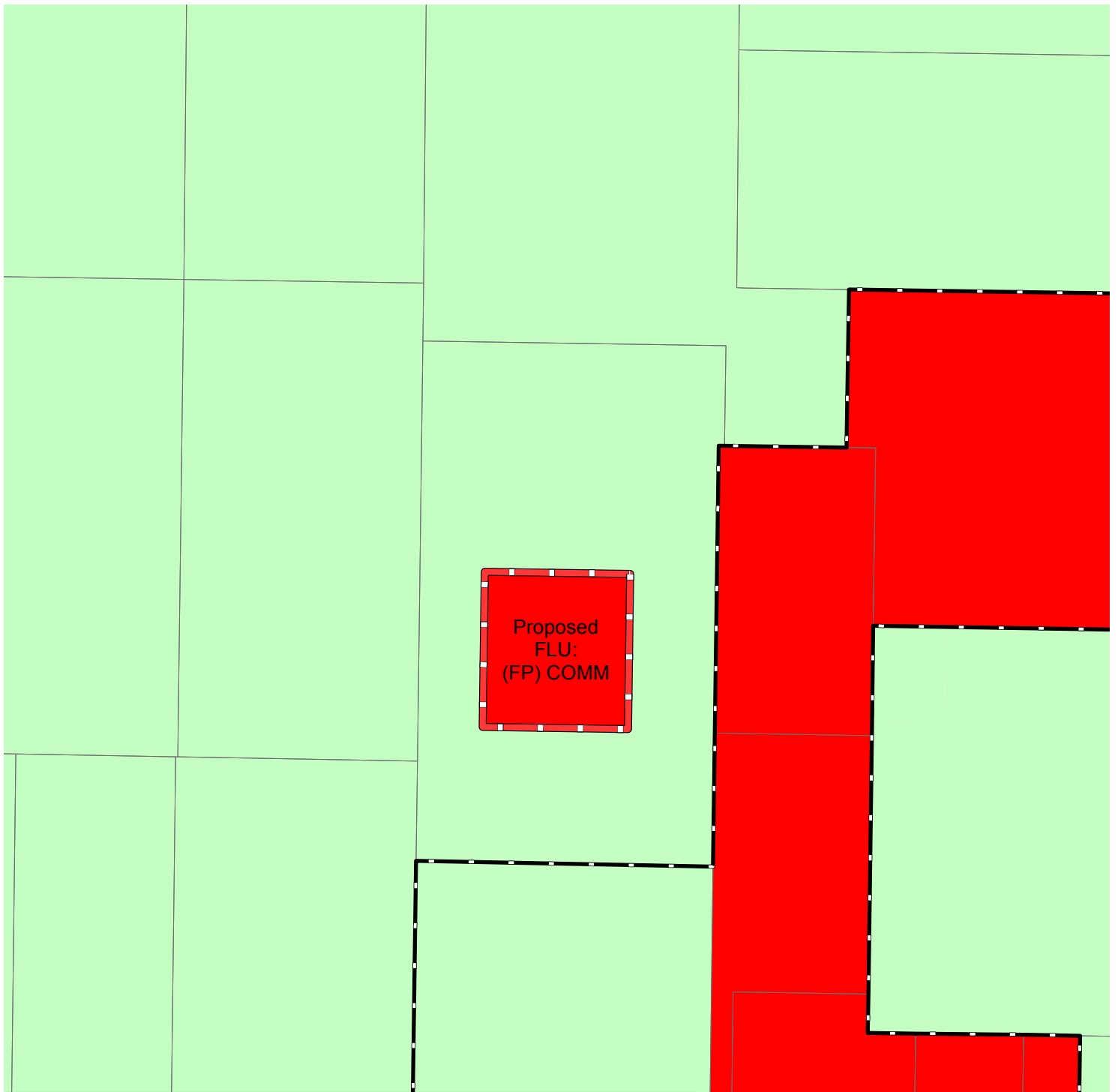
EXHIBIT "A"
Legal Description and Map of Property









Legal Description: From the Northwest corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 6, Township 19 South, Range 24 East, in Lake County, Florida, run South $00^{\circ}45'20''$ West along the West line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ a distance of 399.55 feet; thence South $89^{\circ}07'10''$ East 90.26 feet to the Point of Beginning; thence continue South $89^{\circ}07'10''$ East 202.0 feet; thence South $00^{\circ}45'20''$ West 215.65 feet to the Point of Beginning.

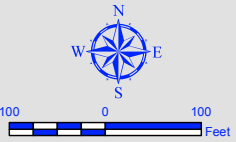
Parcel Alternate Key No. 2515490





Legend

 Site Boundary	<u>City of Fruitland Park Future Land Use</u>
 City of Fruitland Park	 COMM -- Commercial - High Intensity
<u>Lake County Future Land Use</u>	 ROW -- Right-of-Way
 Rural	 COMM -- Commercial - High Intensity



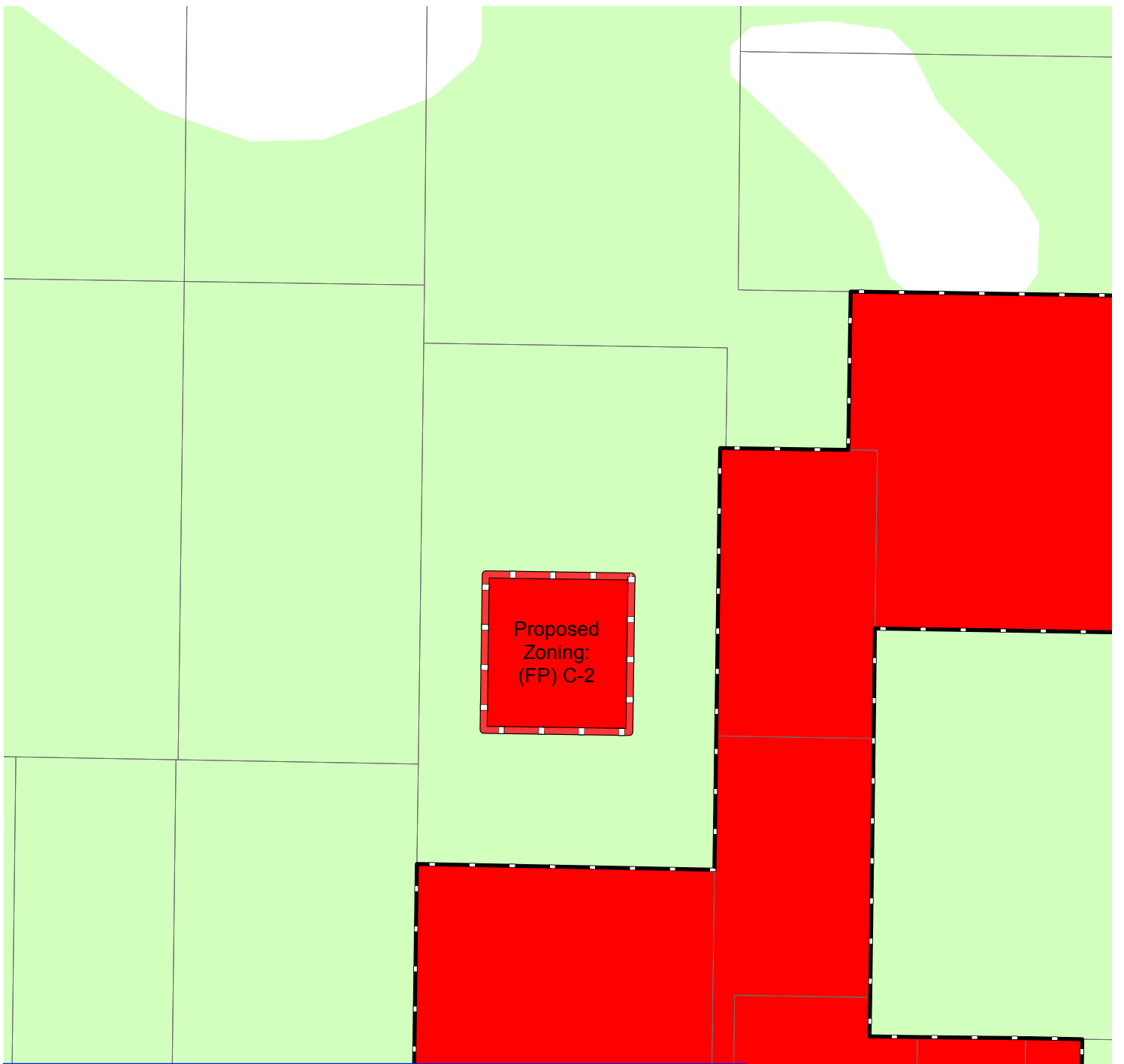
100 0 100 Feet
1 inch = 200 feet

**City of Fruitland Park
Phillips Property
Lake County, Florida
Proposed Future Land Use**








Project: 398-16-06
File: Proposed FLU.mxd
Name: Phillips
PM: Sherie Lindh
Date: October 19, 2016
Created By: J.Wilson

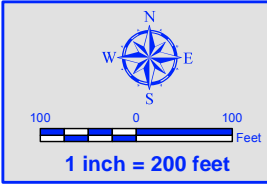


**LPG Urban &
Regional Planners, Inc.**
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824



Legend

 Site Boundary	City of Fruitland Park Zoning
 City of Fruitland Park	 C-2 -- General Commercial
Lake County Zoning	 PUD -- Planned Unit Development
 "A" Agriculture District	 ROW -- Right-of-Way
	 C-2 -- General Commercial



**City of Fruitland Park
Phillips Property**
Lake County, Florida
Proposed Zoning

Project: 398-16-06
File: Proposed Zoning.mxd
Name: Phillips
PM: Sherie Lindh
Date: October 19, 2016
Created By: J.Wilson



06-19-14

ORDINANCE 2016 - 024

CERTIFIED TRUE COPY
BY [Signature]
CITY CLERK
DATE Nov 10, 2016
SIC
2515490

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 1.0 ± ACRE OF LAND GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Charles Johnson, on behalf of James Phillips, Owner, requesting that approximately 1.0 acres of real property generally located north of CR 466A and west of Timbertop Lane (the "Property") be annexed to and made a part of the City of Fruitland Park; and

WHEREAS, the petition bears the signature of all applicable parties; and

WHEREAS, the required notice of the proposed annexation has been properly published; and

WHEREAS, the Property is contiguous to the City limits and is reasonably compact.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fruitland Park, Florida, as follows:

Section 1.

The following described property consisting of approximately 1.0 acres of land generally located north of CR 466A and west of Timbertop Lane, contiguous to the City limits, is hereby incorporated into and made part of the City of Fruitland Park Florida. The property is more particularly described as follows:

S/S NWCOR
LEGAL DESCRIPTION: From the Northeast corner of the Northeast ¼ of the Southeast ¼ of Section 6, Township 19 South, Range 24 East, in Lake County, Florida, run South 0°45'20" West along the West line of the Northeast ¼ of the Southeast ¼ a distance of 399.55 feet; thence South 89°07'10" East 90.26 feet to the Point of Beginning; thence continue South 89°07'10" East 202.0 feet; thence South 0°45'20" West 215.65 feet to the Point of Beginning.

Parcel Alternate Key No. 2515490

Section 2. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County, Florida, and the Department of State of Florida within seven (7) days after its passage on second and final reading.

~~LEGAL~~ IN
ERROR
INCOMPLETED

Section 3. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

CERTIFY TRUE COPY
BY [Signature]
CITY CLERK
DATE Nov 10, 2016

Section 4. The property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendments to include the property annexed in the City Comprehensive Plan.

Section 5. This Ordinance shall become effective immediately upon passage by the City Commission of the City of Fruitland Park.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this 10th day of November, 2016.

[Signature]
Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:
[Signature]
Esther Coulson, CMC, City Clerk
(SEAL)

Approved as to Form:
[Signature]
Anita Geraci-Carver, City Attorney

Commissioner Bell	<u>/</u>	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Ranize	<u>/</u>	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Lewis	<u>/</u>	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice Mayor Gunter	<u>/</u>	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Mayor Cheshire	<u>/</u>	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Passed First Reading October 27, 2016
Passed Second Reading November 10, 2016
(SEAL)





AGENDA ITEM
NUMBER
6a

5

AGENDA ITEM SUMMARY SHEET

Revised

ITEM TITLE:	City Manager			
For the Meeting of:	March 22, 2018			
Submitted by:	City Manager			
Date Submitted:	April 2, 2018			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Items:				
i. A. Roads and Streets Discussion				
B. <u>Shiloh Street and Cutoff Road Proposed Improvements – Transfer ILA</u>				
ii. 2017 Hurricane Irma – FEMA Update Status Report				
iii. Cremains Discussion				
iv. 2018 Meeting Schedule – Proposed Workshops				
v. <u>Fruitland Park Library - Change Order 1</u>				
vi. Community Development Update Status Report				
Action to be Taken:				
Staff’s Recommendation:.				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

From: [Dale Bogle](#)
To: [Esther Coulson](#)
Subject: FW: Roadway Transfer Agreement with Lake County and Fruitland Park
Date: Wednesday, April 11, 2018 6:45:54 AM
Attachments: [Interlocal Agr. on Cutoff and Shiloh 4.3.18.pdf](#)

Here you go!

From: Koontz, Lori [mailto:LKoontz@lakecountyfl.gov]
Sent: Friday, April 6, 2018 1:53 PM
To: Dale Bogle
Subject: Roadway Transfer Agreement with Lake County and Fruitland Park

Hi Dale, Happy Friday!

Attached is a copy of the interlocal agreement for Cutoff Rd and Shiloh St. The intent is to do the transfer now, then the County will do the road improvements this fiscal year for Shiloh St and next fiscal year for Cutoff Rd. That way, you'll have complete control over Shiloh St to accommodate your soccer fields/events and we will, of course, coordinate the future resurfacing project with you. As we discussed, funding will not be available until next year for Shiloh St, but I anticipate the project happening towards the beginning of the fiscal year rather than later. We typically let the Countywide Resurfacing project between Oct – Dec and work is completed within a few months thereafter.

This agreement has also been sent to the City Attorney.

I will be out of the office next week and hope to stay away from checking my emails. If you need anything, please give Jeff or Terry a call, or I'll catch up with you when I return.

Thank you,
Lori



LORI L. KOONTZ
Road Operations Division Manager

PUBLIC WORKS DEPARTMENT
Road Operations Division

A Post Office Box 7800, Tavares, FL 32778
P 352-343-6439 | **F** 352-742-3888
E lkoontz@lakecountyfl.gov | **W** www.lakecountyfl.gov

***NOTE:** Florida has a very broad public records law.
Your email communications may be subject to public disclosure.*

**INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
THE CITY OF FRUITLAND PARK, FLORIDA FOR
CUTOFF ROAD AND SHILOH STREET INFRASTRUCTURE AGREEMENT**

THIS INTERLOCAL AGREEMENT is by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the “County,” and the City of Fruitland Park, Florida, a municipal corporation organized under the laws of the State of Florida, hereinafter the “City,” to improve and transfer jurisdiction of Cutoff Road (CR 5704) and Shiloh Street (CR 5907) located in Fruitland Park.

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, pursuant to Section 335.0415, Florida Statutes, public roads may be transferred between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Cutoff Road (CR 5704) extends from Pine Ridge Dairy Road to Miller Boulevard (County Road 466A) and Shiloh Street (CR 5907) extends from Poinsettia Avenue to Dixie Avenue (County Road 25A) in Fruitland Park; and

WHEREAS, it is in both the County and City’s best interest to transfer the jurisdiction, ownership interests, operation and maintenance responsibilities of Cutoff Road and Shiloh Street from the County to the City; and

WHEREAS, the City has requested certain improvements be made to Cutoff Road and Shiloh Street to facilitate the transfer to the City’s jurisdiction.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, and covenants hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. County Obligations.

A. Within six (6) months of the Effective Date of this Agreement, the County will resurface Shiloh Street with 1” of asphalt, at no cost to the City. The County additionally

agrees to include the following in the Shiloh Street resurface project at that time, at no cost to the City: asphalt leveling, work on driveways within the right-of-way to achieve smooth transitions, placement of fifty (50) linear feet of double yellow striping and a stop bar at the intersection of Poinsettia Avenue, placement of one hundred (100) linear feet of double yellow striping and a stop bar at the intersection of Dixie Avenue, addressing roadway shoulders as necessary, and any tree trimming along the roadway as necessary. The County shall be solely responsible for the work and agrees to provide the City with notice at least two (2) weeks prior to start of the work and in exchange, no right of entry, permit or other prior approval will be required by the City prior to start of the project.

B. During the County's Fiscal Year 2019 Countywide Resurfacing Program, the County will mill and resurface Cutoff Road with 1" of asphalt, at no cost to the City. The County will utilize its existing on-call contract for road milling, resurfacing and restriping and will be solely responsible for the work. The milling, resurfacing, and restriping project of Cutoff Road will include the following: placement of fifty (50) feet of double yellow striping and a stop bar at the intersection of Pine Ridge Dairy Road and the placement of one hundred (100) linear feet of double yellow striping and a stop bar at the intersection of Miller Boulevard. Prior to the milling, resurfacing, and restriping project of Cutoff Road, the County shall utilize its existing forces to trim trees along the roadway, to address roadway shoulders as necessary, and to cut-out and repair the roadway pavement areas that have been lifted by tree roots. The County agrees to provide the City with notice at least two (2) weeks prior to start of the work and in exchange, no right of entry, permit or other prior approval will be required by the City prior to start of the project.

C. In accordance with Section 335.01415, Florida Statutes, as of the effective date of this Agreement, the County agrees to transfer to the City any and all jurisdiction, ownership interests, operation and maintenance responsibilities that the County may have in Cutoff Road and Shiloh Street, as specifically identified in **Exhibit A**, attached hereto and incorporated herein by reference.

3. City Obligations. The City shall accept any and all of County's ownership interests, operation and maintenance responsibilities of Cutoff Road (CR 5704), extending from Pine Ridge Dairy Road to Miller Boulevard (County Road 466A) and Shiloh Street (CR 5907) extending from Poinsettia Avenue to Dixie Avenue (County Road 25A), as identified in **Exhibit**

A, attached hereto, upon the effective date of this Agreement in accordance with the provisions of Section 335.0415, Florida Statutes.

4. Termination. This Agreement shall remain in force until the completion of the work on Shiloh Street and Cutoff Road as described in paragraph 3 above, unless otherwise agreed to in writing by the City and the County.

5. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

6. 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
506 W. Berckman Street
Fruitland Park, Florida 34731

cc: Road Operations Manager
Post Office Box 7800
Tavares, Florida 32778

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, to the other party in a manner designated for the filing of notice hereunder.

7. Entire Agreement. This document embodies the entire agreement between the parties. It may not be modified or terminated 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. Effective Date. This Agreement shall become effective upon the date the last party hereto executes it.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, and by the City of Fruitland Park, Florida, through its City Commission, signing by and through its Mayor.

ATTEST:

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

Neil Kelly, Clerk
of the Board of County
Commissioners of Lake
County, Florida

Timothy I. Sullivan, Chairman

This ____ of _____, 2018.

Approved as to form and legality:

Melanie Marsh
County Attorney

CITY OF FRUITLAND PARK, FLORIDA

Chris Cheshire, Mayor

This ____ day of _____, 2018.

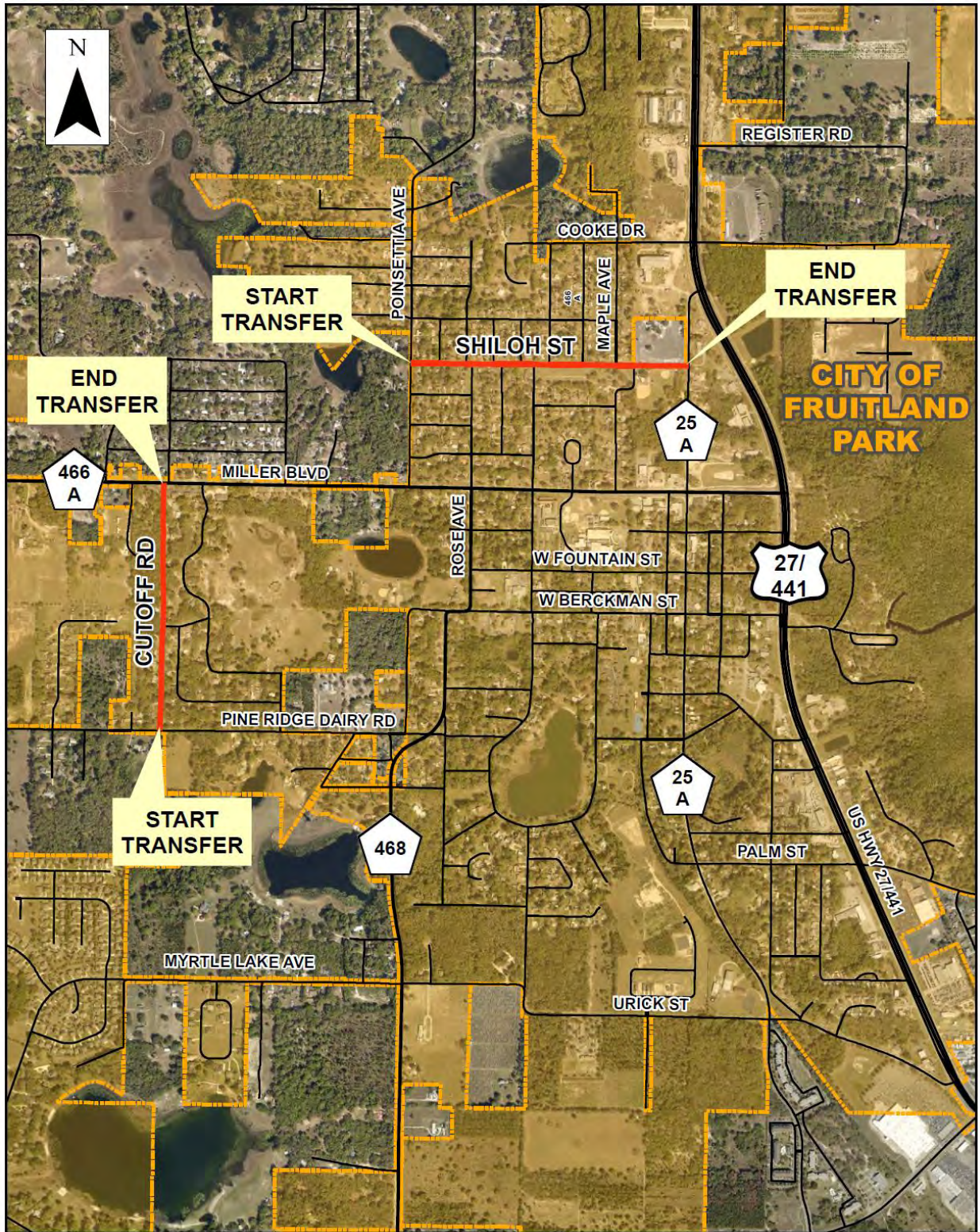
ATTEST:

Esther Lewin-Coulson, City Clerk

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

Exhibit A – Cutoff Road and Shiloh Street Location Map





CITY OF FRUITLAND PARK 2018 MEETING SCHEDULE

The City of Fruitland Park holds its regularly scheduled meetings every second and third Thursday of the month at 6:00 pm at 506 West Berckman Street, Fruitland Park, Florida, 34731. (City code reflects at least once in every month ss3.11, procedure.) The following meeting dates, times and locations are subject to change due to special and/or workshops meetings, public hearings, national holidays, office closings, and other unforeseen circumstances such as emergencies:

January 11, regular
January 18, LPA workshop at 7:00 p.m.
January 23, closed session at 6:30 p.m.
January 25, regular

February 8 regular
February 22 regular

March 8 regular
March 15 workshop at 7:00 p.m.
March 22 regular

April 12 regular
April 5 workshop at 6:00 p.m.
April 26 regular

May 10 regular
May 24 regular

June 14 regular
June 28 regular

July 12 regular
July 26 regular

August 9 regular
August 23 regular

September 13 regular
September 27 regular

October 11 regular
October 25 regular

November 8 regular
November 22 regular – TO BE CANCELLED – Thanksgiving

December 13 regular
December 27 regular – TO BE CANCELLED - Holidays



VIA EMAIL dboglefruitlandpark@comcast.net

April 5, 2018

Gary LaVenía
City Manager
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, FL 34731

FYI

RE: **CITY OF FRUITLAND PARK LIBRARY (BESH #081040.0045)
CHANGE ORDER REQUEST 1, DATED 3/28/18**

Dear Mr. LaVenía:

Upon review of Change Order Request #1 by Paquette Company, we recommend approval of the amount of \$75,426.00. We also recommend that Paquette's contract be amended so that the finish date matches the finish date of the contract of Signature Construction. Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,
BOOTH, ERN, STRAUGHAN & HIOTT, INC.

Duane K. Booth, P.E.
Principal
duanebooth@besandh.com

DKB:am

cc: Tracy Kelley, City of Fruitland Park (via email)
Dale Bogle, City of Fruitland Park (via email)

H:\amy\WordPerfect-9.0\City of Fruitland Park - 081040\Library\Change Orders\BESH-Change Order #1 letter 4-5-18.wpd

ENGINEERS ♦ SURVEYORS ♦ LAND PLANNERS
902 North Sinclair Avenue ♦ Tavares, Florida 32778
Phone: 352.343.8481 ♦ Fax: 352.343.8495
E-Mail: Info@besandh.com ♦ www.besandh.com
Good...Better...**BESH!**



Date: 3/28/2018

To: Tracy Kelley
City of Fruitland Park

CITY OF FRUITLAND PARK LIBRARY - CHANGE ORDER 1

Item	Quantity	Unit of Measure	Unit Cost	Bid Price	Sub Totals
DELETED ITEMS					
12" Stabilization	-1,300	SY	\$2.60	-\$3,380.00	
8" Limerock	-1,080	SY	\$12.00	-\$12,960.00	
2" Type III Asphalt	-1,070	SY	\$12.00	-\$12,840.00	
Modified Type "D" curb	-180	LF	\$8.50	-\$1,530.00	
10' Sidewalk to fountain	-255	SY	\$40.50	-\$10,327.50	
Dumpster Enclosure	-1	LS	\$10,470.00	-\$10,470.00	
Striping for parking stalls	-23	EA	\$9.00	-\$207.00	
Concrete wheel stops	-19	EA	\$32.50	-\$617.50	
Type 6 Mod. Inlet 0/6	-1	EA	\$3,500.00	-\$3,500.00	
24" RCP	-176	LF	\$45.00	-\$7,920.00	
18" RCP	-72	LF	\$30.00	-\$2,160.00	
					-\$65,912.00
ADDED ITEMS					
Mobilization (General Conditions)	1	LS	\$2,500.00	\$2,500.00	
Demolition (sidewalk, headwall, pipe, fence, etc.)	1	LS	\$13,000.00	\$13,000.00	
Storm manhole 4 and 5 now 6/8 not 0/6	2	EA	\$500.00	\$1,000.00	
Storm manhole 2 and 3 now 8/10 not 6/8	2	EA	\$750.00	\$1,500.00	
Type 6 Mod. Inlet D-3 now 8/10 not 6/8	1	EA	\$750.00	\$750.00	
Storm manhole 8/10 (2A,2B)	2	EA	\$3,250.00	\$6,500.00	
Type "C" inlet 0/6 (D-0,D-1)	2	EA	\$1,750.00	\$3,500.00	
30" RCP	16	LF	\$65.00	\$1,040.00	
Concrete sidewalk (entry way)	36	SY	\$40.50	\$1,458.00	
2 Concrete steps to phase line	1	LS	\$1,000.00	\$1,000.00	
Open cut / Repair Rose Ave.- CR 468 (Lake County) per detail for storm install	325	SY	\$170.00	\$55,250.00	
Open cut / Repair Josephine Ave. (Fruitland Park) per detail	170	SY	\$85.00	\$14,450.00	
Striping (double yellow thermo) Rose Ave./CR 468	1	LS	\$1,000.00	\$1,000.00	
Concrete Sidewalk (along storm installation)	280	SY	\$40.50	\$11,340.00	
MOT	1	LS	\$3,500.00	\$3,500.00	
8" Gate valve	1	EA	\$1,500.00	\$1,500.00	
6" DIP	40	LF	\$35.00	\$1,400.00	
6" PVC DR 14	60	LF	\$27.50	\$1,650.00	
6" DDCV w/FDC	1	EA	\$14,000.00	\$14,000.00	
In building riser (DIP)	1	EA	\$2,500.00	\$2,500.00	
Testing	1	LS	\$1,500.00	\$1,500.00	
Additional Bond Costs	1	LS	\$1,000.00	\$1,000.00	
					\$141,338.00
TOTAL CHANGE ORDER 1					\$75,426.00

✓
 FIRE
 SPRINKLER
 SYSTEM
 AND
 ADDITIONAL
 BASE #
 PER
 PAPER #1

25 #1000.00

THIS CHANGE ORDER IS BASED ON REVISED DRAWINGS DRAWN BY BESH ENGINEERING DATED 3/15/18.

City of Fruitland Park
Fruitland Park Public Library

CONTRACT DOCUMENTS

prepared for:

City of Fruitland Park

506 W. Berckman Street
Fruitland Park, Florida 34731
Phone (352) 360-6727

prepared by:



902 North Sinclair Avenue — Tavares, Florida 32778 — Lake County
Phone (352) 343-8481 — Fax (352) 343-8495
info@besandh.com — www.besandh.com

BESH #081040.0045

Bid No:

July 2017

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FRUITLAND PARK PUBLIC LIBRARY

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- TRENCH SAFETY ACT
- AGREEMENT
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- FINAL WAIVER OF LIENS AND GENERAL CONTRACTOR'S AFFIDAVIT FORM
- CHANGE IN CONTRACT TIME FORM
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- SUPPLEMENTARY GENERAL CONDITIONS

CITY OF FRUITLAND PARK
FRUITLAND PARK, FLORIDA
INVITATION TO BID

PROJECT NAME: FRUITLAND PARK PUBLIC LIBRARY
BID NO: 081040.0045
OWNER/BID NO: CITY OF FRUITLAND PARK

LOCATION OF PROJECT:

Northeast corner of intersection of Rose Avenue and W. Berckman Street.

SCOPE OF WORK:

The project generally consists of site grading, utility, drainage and paving work.

DESCRIPTION OF WORK:

The work generally includes the furnishing of all labor, materials, and equipment for the construction of stormwater inlets, utilities, paving, curbing, striping, and earthwork.

RECEIPT OF BIDS:

Sealed bids for the work described herein shall be received until

MONDAY, AUGUST 28, 2017 @ 2:00 p.m.

at the City of Fruitland Park, 506 W. Berckman Street, Fruitland Park, Florida 34731, at which time and place bids will be publicly opened and read aloud. ALL BIDS MUST BE CLEARLY MARKED "SEALED BIDS" AND WHETHER HAND DELIVERED OR MAILED MUST BE AT CITY OF FRUITLAND PARK CITY HALL, ATTENTION: CHARLIE RECTORCONSIDERED. **Please provide one (1) original and two (2) copies of bid.**

INFORMATION REGARDING BIDDING MATERIAL, ETC:

Complete plans and specifications may be reviewed at the office of City of Fruitland Park City Hall and obtained from said office, with three (3) days notice. **These plans and specifications will be available MONDAY, JULY 31, 2017 @ 1:00 p.m. at City of Fruitland Park City Hall.** For review at the City of Fruitland Park City Hall, contact Charlie Rector, at (352) 360-6727 or e-mail: crector@fruitlandpark.org. All request for further information should also be addressed to Charlie Rector (contact info listed above).

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 1.1 The Bidder is required to examine carefully the sites of the work and the Plans and other Contract Documents for the work contemplated, and it will be assumed that the Bidder has investigated and is fully informed of the conditions and materials to be encountered, of the character, quality, and quantities of work to be performed and materials to be furnished, and of the requirements of the Plans and other Contract Documents.
- 1.2 Each Bidder must inform himself fully of the conditions related to construction and labor under which the work will be performed, and will have inspected the site of the work and will have read and be thoroughly familiar with the plans, specifications and other Contract Documents. Failure to do so will not relieve the successful Bidder of his obligations to furnish all labor, material, and equipment necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in this bid. There is no expressed or implied agreement that the character of the materials have been correctly indicated and Bidders should take into account the possibility that conditions affecting the work to be done may differ from those indicated.
- 1.3 Any estimate or estimates of quantities of work or materials shown on the Plans or in the Specifications, or based on borings, test excavations, and other subsurface investigations or otherwise are in no way warranted to indicate the true quantities or distribution of quantities or character and quality of materials involved. The CONTRACTOR agrees that he will make no claims against the OWNER if the actual character, quality, quantity or quantities of such work or materials do not conform to the estimated character, quality, quantity or quantities.
- 1.4 It is understood by the Bidder that no additional compensation shall be allowed for extra work, unless requested by the owner, and that the quantities submitted by the contractor in the Schedule of Unit Prices are for purposes of bid comparison and establishing the lump sum cost of the project. Should said quantities increase or decrease from those established by the Schedule of Unit Prices schedule, as a result of changes to the contract, Contractor agrees to accept as compensation for said item the unit prices listed on the Schedule of Unit Prices.
- 1.5 CONTRACTOR understands that the quantities may be increased or diminished as provided in the General Conditions without in any way invalidating any of the unit or lump sum prices bid. OWNER reserves the right to submit Change Orders increasing or decreasing the bid quantities for any item without affecting the unit price for that item, by an amount not to exceed fifty percent (50%).

2. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretations should be in **WRITING** emailed to Duane K. Booth, P.E., Booth, Ern, Straughan & Hiott, Inc., duanebooth@besandh.com or faxed to: 352-343-8495. Requests must be received **by August 21st @ 5:00 p.m.** Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will

be provided to all contractors via email, **no later than August 24th @ 5:00 p.m.** Any addenda or interpretation requested by the Bidder to be express mailed, will only be done at the Bidder's expense. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

3. PREPARATION OF BIDS

3.1 Bids must be submitted on the attached Proposal and Schedule of Unit Prices. All applicable blank spaces to the project being bid in the Proposal and Bid Form must be filled in legibly and correctly in ink. If there are items that the Contractor feels are omitted from the Bid Form, the Contractor shall provide in writing as described per Section 2 above, to the Engineer of Record for clarification. Per Paragraph 3.5 below, the Bidder shall specify the quantity and price per unit of measure and the extended total, or the lump sum bid price if such is called for, for each scheduled item of work as well as the Total Price for the entire work under the Contract. Each bid must be submitted in a sealed opaque envelope bearing on the outside the name of the Bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the Schedule of Unit prices. Bids shall be on a lump sum basis. In addition to the lump sum amount the City will also consider the experience of the firms submitting bids in completing similar projects.

3.2 All Bidders who will be performing work will submit, with their bids, proof of adequate insurance coverage and copy of current license.

3.3 All prospective Bidders are advised that this project is subject to the Florida Sales Tax. Bidders shall include in their bids any sales or use taxes which they are required by law to pay.

3.4 The Bidder shall include with his bid, a list of similar, successfully completed projects which include, at the minimum, the following information: (a) Name of Job, (b) Brief Description of Work, (c) Total Dollar Amount of Work, (d) Owner's Information (including contact name, title, address and phone number), (e) Design Engineer's Information (including contact name, title, address and phone number).

3.5 The bid shall be submitted with the Bid Cover Sheet filled in completely and all bid forms and requested items in 3.1 - 3.4 attached in the same order as listed above.

~~4. BID SECURITY~~

~~4.1 Unless otherwise specified, each bid must be accompanied by a deposit of not less than five percent of the Bidder's maximum bid price. The deposit shall consist of a certified check, cashier's check or bid bond payable to the OWNER. Bid bond must be with a surety company listed by the U.S. Treasury Department as approved for writing bonds in an amount not less than the bid bond submitted and authorized to transact business in Florida. Within ten (10) calendar days after the formal opening of bids, checks or bid bonds will be returned except those deposited by the lowest formal Bidder. The bid security of the successful Bidder will be returned to him without interest when the Contract has been approved and executed.~~

~~4.2 Should the successful Bidder fail or refuse to execute the bond and the Contract required, within ten (10) calendar days after he has received notice of award of his bid, he shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his bid.~~

5. RECEIPT AND OPENING OF BIDS

- 5.1 The OWNER may consider informal any bid not prepared and submitted in accordance with these provisions and may waive any informalities or reject any and all bids.
- 5.2 Attention is called to the fact that Bidders not only offer to assume the obligations and liabilities imposed upon the Contract in the form of Contract, but expressly make certain of the representations and warranties made therein. No effort is made to emphasize any particular provision of the Contract, but Bidders must familiarize themselves with every provision and its effect.
- 5.3 Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind.
- 5.4 The OWNER reserves the right to waive any informalities or irregularities of bids, or to reject any or all bids.
- 5.5 Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his bid:
- (a) Submission of more than one bid for the same work by an individual, partnership, or corporation under the same or different names;
 - (b) Evidence of collusion among Bidders;
 - (c) Submission of an unbalanced bid in which the prices bid for some items are out of proportion to the prices bid for other items;
 - (d) Lack of competency of Bidder (the Contract will be awarded only to a Bidder rated by the ENGINEER as capable of performing the work as specified; the ENGINEER may declare any Bidder ineligible at any time during the process of receiving proposals or awarding the Contract where developments arise which, in the opinion of the ENGINEER, adversely affect the Bidder's responsibility; however, the Bidder will be given an opportunity by the ENGINEER to present additional evidence before final action is taken);
 - (e) Lack of responsibility as shown by past work judged from the standpoints of workmanship, progress, compliance with requirements of Contract Documents or other appropriate concern.

6. ACCEPTANCE OF BID AND AWARD OF CONTRACT

- 6.1 The correct summation of the correct products, obtained by multiplying the quantities submitted by the Contractor on the Schedule of Unit prices by the unit bid prices entered therein, together with lump sum prices if any, will be considered as

the Total Bid Price. In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern.

- 6.2 If the lowest base bid submitted by a responsible Bidder does not exceed the amount of funds then estimated by the OWNER as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the OWNER may reject all bids or may negotiate the contract with the Bidder with the lowest bid so as to produce a net amount which is within the available funds. If low bid is less than the amount of funds, the OWNER may elect to increase the scope of work based on the unit pricing so as to maximize work based on funding.
- 6.3 An award of the contract will not be made until the necessary investigations of the responsibility of the low Bidders has been made. Unless all bids are rejected, the Contract will be awarded to the lowest and best responsible qualified Bidder whose bid appears to be in the best interest of the OWNER. Such award will be made, or all bids rejected, within one hundred twenty (120) calendar days after the opening of bids.
- 6.4 When the Contract has been executed on the part of the OWNER, it shall be forwarded to the CONTRACTOR together with a notice from the ENGINEER to commence work. The notice to proceed will include the time for completion.
- 6.5 Contractor agrees to begin work within thirty (30) calendar days from date of written Notice to Proceed.
- 6.6 Time is of the essence with this contract. Contractor shall be evaluated based upon both price, as well as upon time to complete the project as indicated by the Bidder on the Proposal.

7. SECURITY FOR FAITHFUL PERFORMANCE AND PAYMENT

- 7.1 Simultaneously with his delivery of the executed Contract, the successful Bidder will be required to deliver to the OWNER, an executed performance and payment bond in the amount of 110% of the accepted bid as security for faithful performance of his Contract and for payment of all persons performing labor or furnishing materials in connection therewith, prepared on standard forms, and having as surety a company authorized to do business in Florida, and which is listed by the U.S. Treasury Department as approved for writing bonds in the amount not less than 110% of the contract price.

8. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

9. WARRANTY

The Contractor warrants the subject premises for a period of one year subsequent to acceptance of the improvements. The Contractor will provide the Owner with all warranties pursuant to the terms of the general conditions. In the event that the Contractor must return to perform warranty work, the Contractor must thereafter provide for an extended

warranty period of at least six (6) months for parts, materials or workmanship replaced or the equivalent of a new replacement part warranty, which ever is greater. Prior to issuance of final payment, the Contractor shall submit to the Owner a Maintenance Bond for one (1) year valued at 10% of the contract total.

10. APPLICATION FOR PROGRESS PAYMENT

Applications for Payment shall be as outlined in the Contract Documents submitted less ten (10%) percent retainage.

11. TIME OF COMPLETION

The work shall be completed as outlined in the Agreement.

12. FLORIDA TRENCH SAFETY ACT

The Bidder's attention is directed to the enactment of the Florida Trench Safety Act which incorporates OSHA Standards 29CFR s 1926.650 Subpart P, as the state's trench excavation safety standards. The Bidder shall list separately in the Proposal the cost of compliance with these standards on a lineal footage basis and the method of compliance. The Bidder shall determine if special shoring requirements are needed. Special shoring shall be identified and priced on a square footage basis in the proposal. The successful Bidder is fully responsible for the design of the trench safety system and the compliance with the applicable standards for the project.

COVER SHEET

PROJECT NAME: FRUITLAND PARK PUBLIC LIBRARY

BID NO:

OWNER: CITY OF FRUITLAND PARK

NAME OF CONTRACTOR: PAQCO, INC

BID TOTAL \$ 549,450.00

CONTACT INFORMATION:

NAME: FAY PAQUETTE

ADDRESS: 101 WEBER AVENUE

PHONE NO: (352) 365-0006

EMAIL: fay@paqcoinc.com

PROPOSAL

TO: CITY OF FRUITLAND PARK
506 W. BERCKMAN STREET
FRUITLAND PARK, FL 34731

PROJECT NAME: FRUITLAND PARK PUBLIC LIBRARY

BID NUMBER:

The undersigned CONTRACTOR hereby declares that the only person or persons interested in the bid as principal or principals are or are named herein, and that no other person than herein mentioned has any interest in this bid or in the contract to be entered into, that his bid is made without connection with any other person, company, or parties making a bid or proposal, and that it is in all respects fair and in good faith without collusion or fraud.

The CONTRACTOR further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done and that he has examined the plans and specifications for the work and contractual documents relative thereto, and has read all special provisions furnished prior to the submission of bids, and that he has satisfied himself relative to the work to be performed.

The CONTRACTOR proposes and agrees, if this bid is accepted, to contract with the OWNER as listed above, in the form of a contract specified for the construction of the above referenced project located in Lake County, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the plans, specifications, and contract documents, to the full and entire satisfaction of the OWNER or his representative for the **TOTAL PRICE of:**

FIVE HUNDRED FORTY NINE THOUSAND FOUR HUNDRED FIFTY Dollars and ZERO Cents (\$ 549,450.00) based upon the undersigned's own estimate of quantities and costs and including sales, consumer use, and other taxes, and overhead and profit.

The CONTRACTOR further proposes and agrees, upon written acceptance of this bid, to commence work under this contract within thirty (30) consecutive calendar days after the date contained in the written notice to proceed, and to fully complete all work under this contract in accordance with the following schedule:

Substantial Completion - 150 days
Final Completion - 170 days
For a total contract time of 170 days

NAME OF CONTRACTOR _____
PAQCO, INC ADDRESS 101 WEBER AVENUE, LEESBURG, FL
PHONE (352) 365-0006
BY [Signature] TITLE VICE PRESIDENT DATE 11/6/17

CITY OF FRUITLAND PARK PUBLIC LIBRARY

	Description	Quantity	Unit	Unit Price	Amount
1	MOBILIZATION	1	LS	\$ 25,000.00	\$ 25,000.00 -
2	DEMOLITION	1	LS	\$ 15,000.00	\$ 15,000.00 -
3	SILT FENCE	2,000	LF	\$ 1.25	\$ 2,500.00 -
4	CONSTRUCTION ENTRANCE	2	EA	\$ 1,500.00	\$ 3,000.00 -
5	EARTHWORK	1	LS	\$ 96,780.50	\$ 96,780.50 -
6	WEIR AND SKIMMER	1	LS	\$ 2,500.00	\$ 2,500.00 -
7	SOD BAHIA	3,500	SY	\$ 2.50	\$ 8,750.00 -
8	SEED AND MULCH	820	SY	\$.50	\$ 410.00 -
9	12" STABILIZATION	5,075	SY	\$ 2.60	\$ 13,195.00 -
10	8" LIMEROCK BASE	4,690	SY	\$ 12.00	\$ 56,280.00 -
11	2" Type III ASPHALT	4,595	SY	\$ 12.00	\$ 55,140.00 -
12	MODIFIED TYPE "D" CURB	1,470	LF	\$ 8.50	\$ 12,495.00 -
13	SIDEWALK	1,355	SY	\$ 40.50	\$ 54,877.50 -
14	STRIPING	1	LS	\$ 2,000.00	\$ 2,000.00 -
15	SIGNAGE	1	LS	\$ 1,255.00	\$ 1,255.00 -
16	DETECTABLE WARNING MATS	1	LS	\$ 6,650.00	\$ 6,650.00 -
17	DUMPSTER ENCLOSURE	1	LS	\$ 10,470.00	\$ 10,470.00 -
18	OPEN CUT EXISTING ROSE AVE.	50	SY	\$ 170.00	\$ 8,500.00 -
19	18" RCP	376	LF	\$ 30.00	\$ 11,280.00 -
20	24" RCP	1,200	LF	\$ 45.00	\$ 54,000.00 -
21	30" RCP	40	LF	\$ 65.00	\$ 2,600.00 -
22	TYPE 6 MOD. INLET 0' - 6'	2	EA	\$ 3,500.00	\$ 7,000.00 -
23	TYPE 6 MOD. INLET 6' - 8'	1	EA	\$ 3,750.00	\$ 3,750.00 -
24	STORM MANHOLE 0' - 6'	2	EA	\$ 2,000.00	\$ 4,000.00 -
25	STORM MANHOLE 6' - 8'	2	EA	\$ 2,500.00	\$ 5,000.00 -
26	STORM MANHOLE 8' - 10'	1	EA	\$ 3,250.00	\$ 3,250.00 -
27	STORM MANHOLE 10' - 12'	1	EA	\$ 5,500.00	\$ 5,500.00 -
28	TYPE "C" INLET 0' - 6'	1	EA	\$ 1,750.00	\$ 1,750.00 -
29	30" MES W/ENERGY DISSIPATORS	1	EA	\$ 3,000.00	\$ 3,000.00 -
30	8" WATER MAIN	340	LF	\$ 25.00	\$ 8,500.00 -
31	FH ASSEMBLY	3	EA	\$ 4,000.00	\$ 12,000.00 -
32	2" POLY SERVICE	200	LF	\$ 5.00	\$ 1,000.00 -
33	WATER MAIN FITTINGS / APPURTENANCES	1	LS	\$ 20,000.00	\$ 20,000.00 -
34	4" SANITARY SEWER SERVICE	1	LS	\$ 1,017.00	\$ 1,017.00 -
35	REPAIR EXISTING	1	LS	\$ 2,000.00	\$ 2,000.00 -
36	MAINTENANCE OF TRAFFIC	1	LS	\$ 2,500.00	\$ 2,500.00 -
37	CONSTRUCTION STAKING	1	LS	\$ 10,000.00	\$ 10,000.00 -
38	TESTING	1	LS	\$ 5,000.00	\$ 5,000.00 -
39	AS-BUILTS	1	LS	\$ 2,000.00	\$ 2,000.00 -
40	PAYMENT AND PERFORMANCE BOND	1	LS	\$ 8,750.00	\$ 8,750.00 -
41	MAINTENANCE BOND	1	LS	\$ 750.00	\$ 750.00 -
	TOTAL				\$ 549,450.00 -

The Contractor's attention is directed to the enactment of the Florida Trench Safety Act which incorporates OSHA standards 29CFRs 1926.650, Subpart P, as the state's trench excavation safety standards. The Contractor shall list separately the cost of compliance with these standards on a lineal footage basis and the method of compliance. The Contractor shall determine if special shoring requirements are needed. Special shoring shall be identified and priced on a square footage basis. The successful Contractor is fully responsible for the design of the trench safety system and the compliance with the applicable standards for the project.

The following costs are for information purposes only and no separate payment will be made for compliance with the Florida Trench Safety Act.

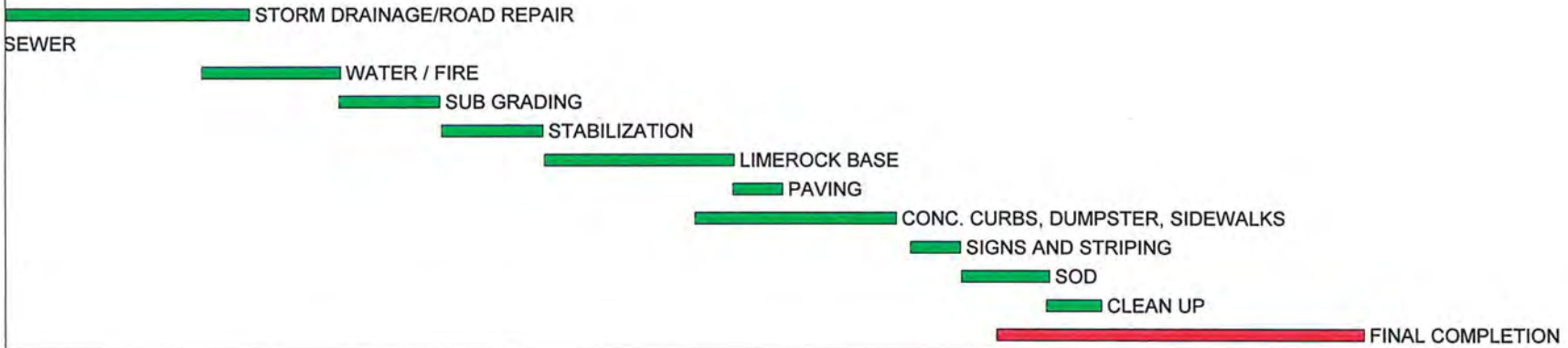
1. Trench Safety System - OSHA Compliance

700 LF \$ 1.50 (UNIT PRICE) SLOPE (METHOD) \$ 1,050.00 (TOTAL PRICE)

2. Trench Safety Special Shoring Requirements (system & sq. ft. quantity to be identified by Contractor)

150 SF \$ 3.00 (UNIT PRICE) TRENCH BOX (METHOD) \$ 450.00 (TOTAL PRICE)

System to be used: SLOPED TRENCH AND/OR TRENCH BOX



Start date	01FEB18
Finish date	20JUL18
Data date	01FEB18
Run date	12FEB18
Page number	1B
© Primavera Systems, Inc.	

**PAQUETTE COMPANY
 FRUITLAND PARK LIBRARY**

- █ Early bar
- █ Progress bar
- █ Critical bar
- Summary bar
- ◆ Start milestone point
- ◆ Finish milestone point



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lassiter-Ware Insurance of Leesburg 1317 Citizens Blvd. Leesburg FL 34748		CONTACT NAME: Marsha Johnson PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680 E-MAIL ADDRESS: MarshaJ@lassiter-ware.com															
INSURED Paqco, Inc. DBA: Paquette Co. 101 Weber Ave. Leesburg FL 34748		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Amerisure Insurance Company</td> <td>19488</td> </tr> <tr> <td>INSURER B: Amerisure Partners Insurance</td> <td>11050</td> </tr> <tr> <td>INSURER C: Amerisure Mutual Insurance Company</td> <td>23396</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Amerisure Insurance Company	19488	INSURER B: Amerisure Partners Insurance	11050	INSURER C: Amerisure Mutual Insurance Company	23396	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 17-18 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> FROJECT <input type="checkbox"/> LOC OTHER:			CPP20598380702	2/23/2017	2/23/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPI/OP AGG	\$ 2,000,000
							Employee Benefits	\$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA20598370905	2/23/2017	2/23/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Uninsured motorist combined	\$ 100,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU20598400702	2/23/2017	2/23/2018	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Yes, Describe Lines: <input type="checkbox"/> Y/N N/A DESCRIPTION OF OPERATIONS below			VC20747480602	2/23/2017	2/23/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Rented/Leased Equipment			CPP20598363702	2/23/2017	2/23/2018		500,000
A	Installation Floater			CPP20598380702	2/23/2017	2/23/2018		150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER ***FOR INFORMATIONAL PURPOSES ONLY***	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Larry Humes/MARSHJ


Florida *The Sunshine State*
DRIVER LICENSE CLASS E
P230-250-73-168-0



FAY JOSEPH
PAQUETTE
737 S WHITNEY RD
LEESBURG, FL 34748-8479
DOB: 05-08-1973 SEX: M
ISSUED: 10-15-2008 HGT: 5-11
EXPIRES: 05-08-2017
REST:
ENDORSE:
REPLACED: 10-21-2014




Operation of a motor vehicle constitutes consent to any sobriety test required by law.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CUC057046 ISSUED: 07/10/2016

CERT UNDERGROUND & EXCAV CNTR
PAQUETTE, FAY J
PAQCO INC



IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date : AUG 31, 2018 L1607100001772



JOB REFERENCES

- | | | | |
|----|-----------------------------------|------------------------------|----------------|
| 1. | C.P.P.I. (formerly P.P.I.) | Austin Pella | (407) 590-6393 |
| 2. | Matthews – Hanna Construction | Marc Matthews/
Mike Hanna | (352) 326-0003 |
| 3. | Hawthorne at Leesburg | Dan Gordon | (352) 787-1000 |
| 4. | Mark Cook Builders | Mark Cook | (352) 345-4584 |
| 5. | RD Michaels, Inc. | Chris Barnes | (407) 831-1110 |
| 6. | Hennessey Construction Services | Wendy Miskewich | (727) 821-3223 |
| 7. | Evergreen Construction Management | Mark Starcher | (352) 227-1460 |

SUPPLIERS

- | | | | |
|----|--------------------|---------------|----------------|
| 1. | C.W. Roberts | Andy Walker | (352) 330-2540 |
| 2. | HD Supply | Jay Tibbles | (352) 748-7473 |
| 3. | Bedrock Resources | Elton Sylvia | (352) 568-1500 |
| 4. | Mack Concrete | Royce Cripe | (352) 742-2232 |
| 5. | Del Zotto products | Nick Lockhart | (352) 351-3834 |



November 3, 2017

The team here at Paqco, Inc. appreciates your interest in our company for your site work needs. Paqco, Inc. is a full service site contractor that has been serving the Central Florida since 1999 in excavation, underground utilities and asphalt paving. We have the capability of providing bonds and have had the same agent since we started in business. Below is a list of some major construction projects that we currently have under contract:

1. Mt. Dora Christian Academy Football Complex
Evergreen CM
BESH Engineering, Inc.
\$1,645,000.00
2. Freedom Plaza
Preferred RMG
Riddle Neman Engineering, Inc.
\$1,633,950.00
3. LRMC Hospital Emergency Department Expansion
Robins & Morton
Riddle Newman Engineering, Inc.
\$280,000.00
4. Aldi #48 - Wildwood
Schmid Construction
Upham, Inc.
\$304,000.00
5. Beacon College Student Housing
Evergreen Construction Management
Civil Solutions Engineering
\$215,000.00
6. Florence Lake Ridge Subdivision
M3 Clermont LLC
McCoy and Associates Engineering
\$755,000.00

7. Green Key Subdivision (phase 3)
Green Key Village LLC
BESH Engineering
\$670,000.00
8. Leesburg Neighborhood Recreation Center
Evergreen Construction Management
CPH Engineering
\$257,000.00
9. Publix Spanish Plains – The Villages
Hawkins Construction
Farner Barley & Associates
\$540,000.00
10. Suntrust Lake Deaton Plaza – The Villages
Gerardi Construction
CPH Engineering
\$144,000.00

Since Paqco, Inc was started in 1999 we have completed a wide variety of projects in commercial/retail, religion, education, medical and residential/multi family construction in the Central Florida area. Below are just some of the projects we have completed:

Commercial/Retail:

AAA Storage – Summerfield
ABC Liquor – Leesburg
ABC Liquor – Clermont
ABC Liquor – Mt. Dora
Ace Hardware - Weirsdale
American Legion – Lady Lake
AmSouth Bank – Leesburg
AmSouth Bank – Mt. Dora
AmSouth Bank – The Villages
Babbetts Furniture – Leesburg, FL
Bank First – Clermont
Bank of America – The Villages
Buffalo Ridge Postal Facilities East and West – The Villages
Chase Bank – The Villages
Chase Bank – The Villages (lake deaton plaza)

Clark Oil – Marathon Gas Station – The Villages (lake deaton plaza)
Clermont Harley Davidson – Clermont
Coca Cola Warehouse - Leesburg
Colony Plaza PDQ – The Villages
Donnelly Suites – Mt. Dora
El Santiago Recreation Complex – The Villages
Firestone – The Villages
Firethorn Road – Eustis
Gator Harley Davidson – Leesburg
Hickory Point Recreation Complex Road Expansion - Tavares
Holiday Marine – Leesburg
Kingshill Hospitality (Best Western Hotel) – Leesburg
Lake County Judicial Center – Tavares
Lake County Judicial Center Phase 2 – Tavares
Lake Glass and Mirror – Leesburg
Leesburg International Airport Security Gates – Leesburg
Lenhart Electric – Wildwood
Lifestream Behavioral Center – Leesburg
Marsh Park Boat Ramp Improvements - Eustis
Mellow Mushroom – Mt. Dora
Murphy Oil – The Villages
My Garage Phases 1,2 and 3
Nature Coast EMS – Inverness
North Wildwood Fire station – Oxford
Oakwood Smokehouse – Eustis
Oakwood Smokehouse – Leesburg
Oakwood Smokehouse – Lady Lake
Oakwood Smokehouse – Clermont
Pep Boys Auto Parts – The Villages
Phillips Toyota – Leesburg
Retail at Wildwood (Verizon Wireless) – The Villages
Shell Station CR 466 – The Villages
Shell Station CR 42 – The Villages
Signature Village - Wildwood
Southern Trace Commercial – The Villages
Starbucks Plaza – Lady Lake
Tierra Del Sol Recreation Center – The Villages
The Villages Financial Center – The Villages (CR 466)
The Shoppes at Lady Lake Plaza – The Villages
Umatilla City Hall Parking Lot – Umatilla
Village Van – Lady Lake
Wells Fargo – The Villages
The Villages Woodshop – The Villages
World Savings Bank – The Villages

Walgreens CR 466A – The Villages
Walgreens – South Leesburg
Walgreens CR 466 Paving – The Villages
Walgreens North Leesburg
Walgreens Lake Deaton Plaza – The Villages
Wawa – Clermont

Religion Projects:

A Synagogue for the New Jewish Congregation – The Villages
Christian Worship Center – Leesburg
Church of LDS – Leesburg
Church of LDS - Sumterville
Church of LDS – Winter Park
Community of Faith – Polk County
Faith Lutheran Church – Eustis
First Baptist Church of Ferndale – Ferndale/Montverde
The Fathers House – Leesburg
Heritage Community Church – Fruitland Park
Immanuel Baptist Church Phase 1 and 2 – Marion County
New Life Christian Church
Umatilla SDA Church – Umatilla
Village of Faith - Wildwood

Education Projects:

Bushnell Elementary
Dream Lake Elementary
Eustis Heights Elementary
Tavares Elementary
Tavares High School
Triangle Elementary
Mt. Dora Middle School
Minneola Charter Elementary
Lake Minneola High School Sports Complex
Leesburg High School Sports Complex & Phase 3
Lake Sumter State College Science Building – Leesburg
Lake Sumter State College Science Building – Clermont
Lake Sumter State College Utility Improvements - Leesburg
Groveland Elementary
Lost Lake Elementary
Pine Ridge Elementary
University of Central Florida Computer Center I & II – Orlando
University of Central Florida Parking Lot B10 – Orlando

Medical:

Dr. Bellindo Office
Dr. Chang Office
Dr. Crews Office
Dr. Delbakhsh Office
Dr. Kerina Office
Dr. Layeni Office
Dr. Pruett Office
Dr. Roth Office
Dr. Sampong Office
Florida Heart and Vascular
Florida Hospital Waterman Warehouse
La Amistad Dodd Behavioral Services Center - Maitland
Lakeview Medical Plaza
Lakeview Terrace Skilled Nursing Facility
Leesburg Health Department – Leesburg
Leesburg Regional Hospital Urgent Care – Leesburg
Mayo Medical Plaza
MacInnis Dermatology – Leesburg
Mid Florida Eye Care Center - Wildwood
Pediatric Health Care
The Villages Regional Hospital (North Tower Expansion) – The Villages
Tavares Cancer Center - Tavares
Tavares VA – Tavares
Umatilla Health Clinic

Residential/Multi Family/Assisted Living:

East view Estates
Hawkins Cove at Lake Griffin
Hawthorne of Leesburg
Lake Port Square
Lakeview Terrace ALF
Mansfield Road Subdivision
Meadow Ridge Subdivision
Providence ALF – The Villages
Royal Oaks Fifth and Sixth Addition
Rolling Acres Apartments
Saddle Ridge Subdivision
The Arbors at Silver Lake Apartments
The Club at Eustis Apartments
The Estates at Clermont Apartments
Unit 100 Subdivision The Villages
Valencia Grove Apartments

Paqco, Inc. is currently under contact with Lake County Florida for their annual pavement repair contact.

In 2012 Paqco, Inc. was awarded the School Board of Lake County Annual Paving Contract and performed work at the following Schools:

Leesburg High School Track
Tavares High School Track
Eustis High School Track
Mt. Dora High School Track
Umatilla High School Track

We, the team at Paqco, Inc. want to thank you again for considering us for your site work construction needs.

Sincerely,

Jay S. Paquette
President
Paqco, Inc.

Fay Paquette
Vice President
Paqco, Inc.

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2018
by and between City of Fruitland Park (hereinafter called OWNER) and Paqco Inc.
_____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in
consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work generally includes the furnishing of all labor, materials, and equipment for the construction of a roadside drainage system including a ditch bottom inlet, concrete collar, perforated pipe, roadway repair, and alternate pricing for resurfacing 20' road section.

Article 2. ENGINEER.

Engineer: **BOOTH, ERN, STRAUGHAN & HIOTT, INC.**
 902 North Sinclair Avenue
 Tavares, Florida 32778

Article 3. CONTRACT TIMES.

- 3.1 The Work will be substantially completed and finally completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the following dates:

Substantial Completion - ___ calendar days after the issuance of the Notice to Proceed. 30 June

Final Completion - ___ calendar days after the substantial completion date. July 20

For a total contract time of ¹⁷⁰___ days.

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Two Hundred, Fifty** dollars (**\$250.00**) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **Two Hundred, Fifty** dollars (**\$250.00**) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of the item as indicated on the Bid Form.

TOTAL OF ALL UNIT PRICES:

Five Hundred Forty-Nine Thousand Four Hundred Fifty Dollars and Zero Cents
(use words)

\$ 549,450.00 (dollars).

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 8 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **30th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

90 % of Work completed (with the balance being retainage).

90 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90 % of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13

Article 6. INTEREST.

All money not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at our contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which

CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 7.8 Contractor acknowledges the presence of a shared work site and agrees to coordinate work schedules with other contractor in order to ensure the timely and successful completion of the work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages **1** to **6**, inclusive).
- 8.2 Exhibits to this Agreement (pages N/A to _____, inclusive).
- 8.3 Performance, Payment, and other Bonds.
- 8.4 Notice to Proceed.
- 8.7 General Conditions (pages **1** to **40**, inclusive).

- 8.8 Supplementary Conditions (pages **1** to **15**, inclusive).
- 8.9 Supplementary Conditions Construction FDEP (pages **1** to **25**, inclusive).
- ~~8.10 Specifications bearing the title _____ and consisting of _____ divisions, as listed in table of contents thereof.~~
- 8.11 Drawings consisting of a cover sheet and sheets numbered **1** through **10**, inclusive with each sheet bearing the following general title: **Fruitland Park Public Library.**
- 8.12 Addenda numbers _____ to _____, inclusive.
- 8.13 CONTRACTOR'S Bid (pages) **Schedule of Unit Prices**, inclusive).
- 8.14 Documentation submitted by CONTRACTOR prior to Notice of Award (pages **N/A**, inclusive).
- 8.15 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (Except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 13. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 9. Miscellaneous.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents

shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on February 7, 2018 (which is the Effective Date of the Agreement).

OWNER CITY OF FRUITLAND PARK

ADDRESS FOR GIVING NOTICES:

506 W. Berckman Street
Fruitland Park, FL 34731

NAME/TITLE: Mayor Chris Cheshire

BY:  _____
{CORPORATE SEAL}

ATTEST:  _____

CONTRACTOR PAQCO INC.

ADDRESS FOR GIVING NOTICES:

101 Weber Avenue
Leesburg, FL 34746

NAME/TITLE: Fay J. Paquette, Vice President

BY:  _____
{CORPORATE SEAL}

ATTEST:  _____

LICENSE NO. CUC057046

WAIVER AND RELEASE OF LIEN

___ PARTIAL RELEASE
___ FINAL RELEASE

PROJECT: **FRUITLAND PARK PUBLIC LIBRARY**

MATERIAL SUPPLIER/SUBCONTRACTOR: _____

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED IN CONSIDERATION OF PAYMENT IN THE SUM OF \$ _____ RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, AND OTHER VALUABLE CONSIDERATIONS AND BENEFITS TO THE UNDERSIGNED ACCRUING, DO HEREBY WAIVE, RELEASE AND QUIT CLAIM ALL LIENS, LIEN RIGHTS, CLAIMS OR DEMANDS OF EVERY KIND WHATSOEVER WHICH THE UNDERSIGNED NOW HAS, OR MAY HEREAFTER HAVE, AGAINST THAT CERTAIN REAL ESTATE AND THE IMPROVEMENTS THEREON, LEGALLY DESCRIBED AS:

FRUITLAND PARK PUBLIC LIBRARY

ON ACCOUNT OF WORK AND LABOR PERFORMED, AND/OR MATERIALS FURNISHED IN, TO , OR ABOUT THE CONSTRUCTION OF ANY BUILDING OR BUILDINGS SITUATED THEREON, OR IN IMPROVING SAID PROPERTY ABOVE DESCRIBED, OR ANY PART THEREOF.

IT BEING THE UNDERSTANDING OF THE UNDERSIGNED THAT THIS IS A WAIVER AND RELEASE OF LIEN WHICH THE UNDERSIGNED HAS AGAINST THE PREMISES DESCRIBED HEREIN, ONLY TO THE EXTENT OF THE PAYMENTS SPECIFIED AND ONLY FOR MATERIALS FURNISHED OR WORK DONE UP UNTIL _____ THE UNDERSIGNED WARRANTS THAT NO ASSIGNMENT OF SAID LIENS OR CLAIMS, NOR THE RIGHT TO PERFECT A LIEN AGAINST SAID REAL ESTATE, BY VIRTUE OF THE UNDERSIGNED HAS THE RIGHT TO EXECUTE THIS WAIVER AND RELEASE, AND THAT ALL LABORERS EMPLOYED BY THE UNDERSIGNED, AND ALL BILLS FOR MATERIALS AND SUPPLIES FURNISHED BY OTHERS TO THE UNDERSIGNED IN CONNECTION WITH THE CONSTRUCTION OF IMPROVEMENTS UPON THE AFORESAID PREMISES, TO THE EXTENT OF THE PAYMENT HEREIN REFERRED TO, HAVE BEEN FULLY PAID.

IN WITNESS WHEREOF I/WE HAVE EXECUTED THIS INSTRUMENT UNDER SEAL THIS _____ DAY OF _____, 2017.

(SEAL)

COMPANY
BY: _____
SIGNATURE

PRINT NAME AND TITLE

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2017, BY _____ OF _____ HE/SHE IS PERSONALLY KNOWN TO ME OR PROVIDED _____ AS IDENTIFICATION AND DID NOT TAKE AN OATH.

SIGNATURE OF NOTARY

SERIAL/COMMISSION NUMBER

PRINTED NAME OF NOTARY

EXPIRATION DATE

FINAL WAIVER OF LIENS AND
GENERAL CONTRACTORS AFFIDAVIT

BID NO:
PROJECT: **FRUITLAND PARK PUBLIC LIBRARY**
CONTRACTOR: _____

SECTION I
AFFIDAVIT

I _____, after being duly sworn, depose and say: That the persons, firms and corporations who have executed the final waiver of liens attached hereto are all of the persons, firms and corporations who have furnished services, labor or materials in the construction or repair to improvements on the real estate described in the waiver below and, as of the date of this affidavit, such work has been fully completed and accepted by the owner of said property.

SIGNATURE

SECTION II
WAIVER OF LIEN

The undersigned is the general contractor in the construction or repair of improvement upon the realty of **FRUITLAND PARK PUBLIC LIBRARY** in Lake County, Florida, described as:

FRUITLAND PARK PUBLIC LIBRARY

For value received, the undersigned does hereby waive, release and quit-claim in favor of the owner and each and every person making a loan on or purchasing said realty, as improved, and their successors and assigns, all right that the undersigned may now or hereafter have to a lien upon the land and improvements thereon by virtue of the laws of the State of Florida; and further warrant that the undersigned has the right to execute this waiver and that we have not and will not assign our claims of payment nor our right to perfect a lien on the said realty.

The subscribers hereto, warrants that all laborers employed by them have been fully paid and have no claims or liens against said premises, and that no conditional bill of sale, retain title contract or chattel mortgage has been given to anyone, for or in connection with any materials, fixtures, furnishings and appliances or machinery placed upon or installed in the said premises by any of us, except: (if none, write "None") _____

GENERAL CONTRACTOR

COMPANY
BY: _____
SIGNATURE

(SEAL)

NAME AND TITLE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, _____, BY _____ OF _____

HE/SHE IS PERSONALLY KNOWN TO ME OR PROVIDED _____ AS IDENTIFICATION AND DID NOT TAKE AN OATH.

SIGNATURE OF NOTARY

SERIAL/COMMISSION NUMBER

PRINTED NAME OF NOTARY

EXPIRATION DATE

CHANGE IN CONTRACT TIME

PROJECT: **FRUITLAND PARK PUBLIC LIBRARY**

BID NO:

CONTRACTOR: _____

DATE: _____

The undersigned has determined this date that a delay has occurred in proceeding with the controlling operation due to weather, as defined and limited by the Contract General Conditions, on the following date(s)_____.

Detailed description of operation delayed: _____

Extension of the contract time in the amount of _____ days is requested.

Contractor's Signature

Extension of the contract time in the amount of _____ days is approved, thereby changing the Substantial Completion date to _____ and the Final Completion date to _____.

Owner's Signature

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

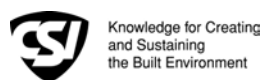
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AMERICAN SOCIETY OF CIVIL ENGINEERS

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The Associated General Contractors of America



Construction Specifications Institute

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

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

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ~~ten~~ printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefore.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. 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 labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect 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 in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. Notice: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by

Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. Engineer's Review: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefore as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but

not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *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 is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data,
 - b. locating all Underground Facilities shown or indicated in the Contract Documents,
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change

Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, and then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by

Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the

Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include completed operations insurance;
 4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

*2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning,

extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within

the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

*E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds hereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project

or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the

start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any 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 canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by

using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named

and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute

item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor,

Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcon-

tractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the

operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop

Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

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

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

*3. 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.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other 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.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. 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 and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have

specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees or via other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefore as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any

failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or

performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner’s correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor’s responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer’s Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant’s written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant’s last submittal (unless Engineer allows additional time).

C. *Engineer’s Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,
2. approve the Claim, or
3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer’s sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer’s written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK;
ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. Costs Included: The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories,

surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally

accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover

Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect any other item of Work; and
3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF
DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to

Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E 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.

13.04 *Uncovering Work*

A. 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.

B. 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.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way

that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefore.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss

or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. 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 Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective

Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, 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, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner 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 Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefore as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner 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.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally 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 under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may

be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount

wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner 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.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefore.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner 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. Owner 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 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner 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 Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner 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.

3. Within a reasonable time after either such request, Owner, 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 Owner and Contractor in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner 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 complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance

1. 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 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 for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment 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 for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, 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.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefore as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. Elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. Agrees with the other party to submit the Claim to another dispute resolution process, or

3. Gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. Delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY GENERAL CONDITIONS
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SUPPLEMENTARY
GENERAL CONDITIONS

1. APPLICABILITY

1.1 The Supplementary General Conditions are intended to be complimentary to the General Conditions. They are intended to outline additional details and further explain the General Conditions. Should a conflict or discrepancy arise between the General Conditions and the Supplementary General Conditions, the Supplementary General Conditions shall govern.

2. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

2.1 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

3. CONTRACTOR'S UNDERSTANDING

3.1 If the CONTRACTOR, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omissions in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or aboveground conditions or any other unexpected conditions requiring additional work by the CONTRACTOR, it shall be his duty to immediately inform the ENGINEER, in writing, and the ENGINEER shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the CONTRACTOR'S risk.

3.2 Notwithstanding the above, the CONTRACTOR acknowledges that the work performed under the Contract (other than Change Orders requested by the OWNER) shall be under the terms of a Lump Sum Contract. The Contract Documents will require the successful bidder to completed the entire work under the contract for the **TOTAL PRICE**. No adjustment to the **TOTAL PRICE** will be made for variations in the actual number of items, distances, quantities, etc. from those presented in the Plans and other Contract Documents unless initiated by a Change Order submitted by the OWNER.

3.3 All additional work performed by the CONTRACTOR pursuant to Change Orders submitted by the OWNER, shall be completed at the unit prices set for in the Plans and other Contract Documents, in addition to the **TOTAL PRICE**. If the OWNER submits a Change Order decreasing the scope of the work required under the Plans and other Contract Documents, the **TOTAL PRICE** shall be reduced at the rates set forth under the unit pricing. The CONTRACTOR understands that the quantities may be increased or diminished as provided in the General Conditions without in any way invalidating any of the unit or lump sum prices bid. The OWNER reserves the right to submit Change Orders increasing or decreasing the bid quantities for any item without affecting the unit price for that item, by an amount not to exceed one hundred percent (100%).

4. CONTRACTOR'S RESPONSIBILITY FOR THE WORK

4.1 Prior to the completion of the work by the CONTRACTOR and the acceptance thereof by the OWNER, the work shall remain at the risk of the CONTRACTOR and said

CONTRACTOR shall be required to repair, replace, renew, and make good at his own expense all damages caused by force or violence of the elements or any cause whatsoever, provided however, that in such cases the CONTRACTOR shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the CONTRACTOR, the CONTRACTOR shall not be entitled to the extension of time mentioned in the said paragraph.

5. STAKING

5.1 The CONTRACTOR shall be responsible for providing all construction staking.

6. TESTING

6.1 Construction testing shall be performed by an independent laboratory and shall be in accordance with the Construction Specifications included herein.

6.2 The selection of the testing laboratory and the costs of the testing shall be the responsibility of the OWNER. Any tests which fail to meet the minimum values specified shall be paid for by the CONTRACTOR. Any additional tests required by the ENGINEER, other than those specified as a minimum, shall be paid for by the OWNER.

6.3 The scheduling of the tests with the testing laboratory shall be the responsibility of the CONTRACTOR. Each unit of work shall be tested and approved by the ENGINEER prior to starting another unit of work. No work shall be done nor materials used without suitable supervision or inspection by the ENGINEER.

7. PRESERVATION OF PROPERTY, RESPONSIBILITY FOR DAMAGE

7.1 The CONTRACTOR shall preserve from damage all property along the line of work, or which is in the vicinity of or is in anywise affected by the work, the removal or destruction of which is not called for by the Plans. This applies to private property, public utilities, trees, shrubs, crops, signs, monuments, fences, pipe and underground structures, public highways (except natural wear and tear of highways resulting from legitimate use thereof by the CONTRACTOR), etc.; and whenever such property is damaged due to the activities of the CONTRACTOR, it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the CONTRACTOR and at his own expense, or it shall be charged against any moneys due.

7.2 The CONTRACTOR shall be responsible for maintenance of the project during construction and shall bear all risk of loss for damage to the project by any cause whatsoever during the term of construction.

7.3 In case of failure on the part of the CONTRACTOR to restore such property, road or street, or make good such damage or injury, the ENGINEER may, upon 48 hours notice, proceed to repair, rebuild or otherwise restore such property, road or street as may be deemed necessary; and the cost thereof will be deducted from any moneys due or which may become due the CONTRACTOR under the Contract.

8. PARTIAL PAYMENT

8.1 The CONTRACTOR will receive partial payments on monthly estimates based on the amount of work done and accepted by the ENGINEER. The partial payments shall be

approximate only, and all partial estimates and payments shall be subject to correction in the final estimate and payment.

- 8.2 The CONTRACTOR shall prepare and submit to the ENGINEER for approval an estimate covering the total quantities under each item of work that has been completed from the start of the job up to and including the last day of the payment period, and the value of the work so completed determined in accordance with the schedule of unit prices for such items, together with supporting evidence as may be required by the OWNER and/or ENGINEER. This estimate shall also include an allowance for the cost of such materials and equipment required in the permanent work as has been delivered to the site and suitably protected but not as yet incorporated in the work. All survey pay requests shall be based on the total work completed and will be prorated to the same percentage as the total work.
- 8.3 All requests for partial payment shall be submitted to the ENGINEER by the fifteenth (15th) day of each month. Requests received after this date shall be deferred to the following month. Payment shall be made to the CONTRACTOR within 30 days of receipt of a complete and valid request for partial payment. CONTRACTOR will be required to provide proof of payment for the performance bond simultaneous with the requests for payment.
- 8.4 The amount of such payments shall be the total value of the work done to the date of the estimate, based on the quantities and the contract unit prices, less an amount retained and less payments previously made. The amount retained shall be 10% of the amount due until final acceptance.
- 8.5 The OWNER may require, as a condition precedent to making any payment, that the CONTRACTOR provide a Contractor's Affidavit and partial or complete Release of Lien, on forms approved by the OWNER. The Contractor's Affidavit shall state that all indebtedness incurred by the CONTRACTOR for labor, equipment, materials and services has been paid by the CONTRACTOR; and for all payments subsequent to the first payment hereunder, as evidence of such payment, CONTRACTOR may be required by OWNER to provide the OWNER with Mechanic's Lien Release or Waivers of Lien from all Subcontractors, Suppliers or Materialmen.

9. FINAL PAYMENT

- 9.1 When final acceptance has been made by the OWNER, the ENGINEER will then review the amount of final request for payment and certify the amount of this approval. The final payment amount shall be the **TOTAL PRICE** plus all sums due to the CONTRACTOR for additional work requested by the OWNER by submitting Changes Orders requesting additional work; less (1) all reductions due to Changes Orders submitted by the OWNER decreasing bid quantities, and (2) all progress payments made to date. The amount of this final payment will be paid to the CONTRACTOR within 30 days after the final estimate has been approved by the ENGINEER, provided that the following requirements have been met:
 - 9.1.1 The CONTRACTOR has agreed in writing to accept the balance due, as determined by the ENGINEER, as full settlement of his account under the Contract, and of all claims in connection therewith.
 - 9.1.2 The CONTRACTOR has furnished affidavits to the effect that all bills are paid and no suits are pending in connection with work done under the Contract, and the CONTRACTOR has otherwise fully complied with the provisions of the Florida Lien Law.

- 9.1.3 Two (2) copies of all test results, as-builts, O & M manuals, etc., have been received by the ENGINEER.
- 9.1.4 Any inspections, etc., required by the local governmental entities having jurisdiction have been made.
- 9.2 The Contract will be considered complete when all work has been finished, the final inspection certified by the ENGINEER, and the project finally accepted in writing by the OWNER. The CONTRACTOR'S responsibility shall then terminate except as otherwise required and set out in these Contract Documents.

10. FAILURE TO COMPLETE WORK ON TIME

- 10.1 Time is of the essence in this Contract, but it will be difficult or impossible to ascertain the exact amount of loss which the OWNER will suffer by reason of delays in the completion of the work. It is, therefore, agreed that for each calendar day that any part of the work remains uncompleted after the expiration of the time stipulated for completion of the entire work, or for a portion of the work for which a time of completion is stipulated, with such extensions of time, if any, as may have been recommended by the ENGINEER and approved by the OWNER, the amount or amounts of money stated in these Supplementary General Conditions shall be deducted as liquidated damages from any money due the CONTRACTOR or, if no money is due the CONTRACTOR, the OWNER shall have the right to recover said amount or amounts from the CONTRACTOR, from the Surety, or from both. This deduction is not a penalty, but constitutes liquidated damages for the loss to the OWNER because of the increase in expenses for administration, engineering, supervision and inspection, and loss of revenue resulting from the delay.
- 10.2 The CONTRACTOR shall take into account all contingent work which has to be done by other parties arising from any cause whatsoever and shall not plead his want of knowledge of said contingent work as an excuse for delay in this work or for its non-performance.
- 10.3 Nothing in this Article shall be construed as limiting the right of the OWNER to annul the Contract, 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 this Contract as set forth and provided for in the Contract Documents.

11. TIME OF COMPLETION

- 11.1 The work to be performed under this Contract must be completed within the time limits set forth in the Agreement.

12. LIQUIDATED DAMAGES

- 12.1 The amount of liquidated damages to be assessed shall be Two Hundred Fifty Dollars (\$250.00) per project per calendar day for failure to complete the entire Contract.
- 12.2 It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning and the time for completion as specified in the Contract of the work to be done here under are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

- 12.3 The CONTRACTOR agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time set forth in the Proposal. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 12.4 If the CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the OWNER, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this Contract, to pay to the OWNER the amount specified in the Contract not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day including Sundays and Holidays that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the work.
- 12.5 The said amount is fixed and agreed upon by and between the CONTRACTOR and OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount is agreed to be the amount of damages which the OWNER would sustain and said amount shall be retained from time to time by the OWNER from current periodical estimates or in the final Change Order.
- 12.6 It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract, provided that the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:
- 12.6.1 To any preference, priority or allocation order duly issued by the Government.
- 12.6.2 To unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God, acts of the public enemy, acts of the OWNER, acts of another contractor in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
- 12.6.3 To any delays of Subcontractor or Suppliers occasioned by any of the causes specified in subsection (1) and (2) of this article: Provided, further, that the CONTRACTOR shall, within ten (10) days from the beginning of such delay, unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract, notify the OWNER, in writing, of the causes of the delay. The OWNER shall ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter.
- 12.7 If the CONTRACTOR finds that he will be unable to complete the work under this Contract within the time period set forth in the Proposal plus any time extensions allowed due to the above causes, he may submit a formal written request to the OWNER through the ENGINEER for a time extension for causes other than those specified heretofore. Such formal request must be submitted by Friday (12:00 Noon) for any cause that has occurred within the previous seven (7) calendar days, and be accompanied by up-to-date report of construction status, or revised detailed construction schedule and any further documentation which the OWNER may require or which the CONTRACTOR may consider pertinent and favorable to his request. The OWNER will consider said request and will

either allow or reject same in writing within a reasonable period of time. Should a time extension be allowed, a Change Order will be prepared by the ENGINEER amending the terms of the Contract accordingly. If rejected, no further action will be taken and the Contract will remain unchanged.

- 12.8 In addition to such liquidated damages, the CONTRACTOR and/or his Surety shall be liable for the amount thereof, from Contract completion date until actual final completion, for all expenses for resident supervision and also for engineering supervision furnished by the OWNER and/or the ENGINEER plus 50% thereof for overhead. These expenses shall be deducted by the OWNER from moneys due the CONTRACTOR.
- 12.9 The date upon which the assessment of liquidated damages, as provided herein, shall cease shall be the date of Substantial Completion which shall be as certified by the ENGINEER. For purposes of determining the amount of the expenses described above, the date of actual Final Completion of the Contract shall be determined by the ENGINEER and shall be the date after which no additional work on the project would be necessary to produce a project completely in accordance with the requirements of the Contract Documents and completely acceptable to the ENGINEER.

13. INSURANCE REQUIREMENTS

13.1 Contractor's and Subcontractor's Insurance

13.1.1 The CONTRACTOR shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the OWNER, nor shall the CONTRACTOR allow any Subcontractor to commence work on his Subcontract until similar insurance required of the Subcontractor has been so obtained and approved. The OWNER shall be notified of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

13.2 Workers' Compensation Insurance

13.2.1 The CONTRACTOR shall procure and shall maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees to be engaged in work on the project under this Contract; and, in case any such work is sublet, the CONTRACTOR shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR'S Workers' Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workers' Compensation Statute, the CONTRACTOR shall provide and shall cause each Subcontractor to provide employer's General Liability Insurance for the protection of such of his employees not otherwise protected under such provisions.

13.3 Contractor's Public Liability and Property Damage Insurance

13.3.1 The CONTRACTOR shall take out and maintain during the life of this Contract such CONTRACTOR'S Comprehensive Liability and Property Damage Insurance as shall protect him and any Subcontractor performing work covered by this Contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations be by himself, or by any Subcontractor, or by anyone

directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

LIMITS OF LIABILITY

Aggregate

Commercial General Liability	\$1,000,000
Automobile Liability	\$1,000,000

13.3.2 The CONTRACTOR shall either (a) require each Subcontractor to procure and maintain during the life of the Subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as in the preceding paragraph, or (b) insure the activities of his Subcontractors in his own policy.

13.3.3 The insurance required in the preceding paragraphs shall also provide adequate protection against the following special hazards:

- 1) Property damage arising out of blasting or explosions.
- 2) Property damage arising out of collapse of, or structural injury to any building, caused by grading, excavating, burrowing, filling or pile driving.
- 3) Property damage below the surface of the ground, including the destruction of wires, conduits, pipe, water mains, sewers and gas mains, by digging or burrowing by any mechanical device.

13.4 Subcontractor's Public Liability and Property Damage Insurance

13.4.1 The CONTRACTOR shall require each of his Subcontractors to procure and to maintain, during the life of his Subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the amount specified for the CONTRACTOR, naming the CONTRACTOR and OWNER as additional insured.

13.5 The CONTRACTOR shall furnish evidence of Workers' Compensation and Public Liability to the OWNER in the form of a Certificate of Insurance naming the OWNER on the certificate prior to commencement of the work.

13.6 In the event any part of the work to be performed hereunder shall require the CONTRACTOR or his Subcontractors to enter, cross or work upon or beneath the property, tracks or right-of-way of a Railroad or Railroads, the CONTRACTOR shall, before commencing any such work, at his expense procure and carry Liability or Protective Insurance coverage in such form and amounts as each Railroad shall require.

13.7 The Original of such policy shall be delivered to the Railroad involved, with copies to the OWNER and the ENGINEER; and the CONTRACTOR shall not be permitted to enter upon or perform any work on the Railroad's property until such insurance has been furnished to the satisfaction of the Railroad. The insurance herein specified is in addition to any other insurance which may be required by the OWNER and shall be kept in effect at all times while work is being performed on or about the property, tracks or right-of-ways of the Railroad.

14. COORDINATION OF UTILITY SERVICE

- 14.1 Representation of underground utilities is shown from information received from the various Utility Owners. The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the CONTRACTOR. The CONTRACTOR shall contact the Utility Owner concerned for any available additional information and coordinate his construction activities accordingly. Any cost incurred for the protection of and/or damages to existing underground utilities will be considered as part of the applicable Contract price for stage excavation and backfill and no additional compensation will be paid to the CONTRACTOR. If, in the judgement of the ENGINEER, it is impossible to construct a given improvement in the location shown on the drawings as a result of underground utility or utilities, either the Utility Owner will move the existing underground utility or an appropriate Change Order will be executed for the moving by the CONTRACTOR.

Contractor shall contact Sunshine 811 prior to construction.

- 14.2 Prior to initiating any construction work on this project, the CONTRACTOR shall arrange a meeting with representatives of public and private utilities to coordinate and schedule the provision of temporary utility service required during construction and the permanent installation and connection of utilities for the completed construction project.
- 14.3 The CONTRACTOR shall at all times conduct his operation so as to interfere as little as possible with the existing facilities. The CONTRACTOR shall develop a program in cooperation with the ENGINEER and interested utility officials which shall provide for the construction of, and putting into service the new works in the most orderly manner possible. This program shall be adhered to, except as deviations which must be expressly permitted. All work of connecting with, cutting into, and reconstructing existing facilities shall be planned so as not to interfere with the existing facility.
- 14.4 The CONTRACTOR shall maintain uninterrupted service at all service connections. The manner in which this is accomplished shall be left to the discretion of the CONTRACTOR, subject to the approval of the ENGINEER.
- 14.5 The public and private utilities including water, gas, storm drain and sewer lines, electrical conduit, power lines, cables and appurtenant plant and facilities, are and must be kept in continuous operation; and all work hereunder must be so conducted as to avoid interference with or interruption in the operation of same, and shall be started and completed in the shortest practicable time, in order that these additional contemplated facilities may be available for use without delay. All work hereunder must be so conducted so as to avoid unreasonable interference or interruption in travel of streets, alleys, or individual access ways. In order to secure these results, the order of procedure and methods of conducting work shall at all times be subject to the approval of the ENGINEER without in any way relieving the CONTRACTOR of responsibility for same.
- 14.6 It is to be particularly understood that continuity of utility services, noninterference with operation or other construction, minimum interference with normal travel, and safety of all utility plants and equipment personnel, as well as the safety and well-being of the general public, shall be given prime consideration, and that the decisions of the ENGINEER shall be followed in all matters relating thereto. The CONTRACTOR shall maintain uninterrupted service at all service connections. Should the CONTRACTOR fail to observe such requirements or to provide the necessary and proper safeguards against accidents or damage, the OWNER shall, upon the advice of the ENGINEER and without further notice, have the right to provide same or repair the damage and deduct the cost of same from the Contract, or to suspend work under this Contract until such deficiencies are satisfactorily

remedied, or to cancel Contract and complete same with his own forces as he may deem advisable at the CONTRACTOR'S expense.

- 14.7 Reasonable construction water shall be furnished to the CONTRACTOR at no cost. The CONTRACTOR shall record the amount of water used throughout the duration of the project and provide this data to the ENGINEER with each request for partial payment. The CONTRACTOR shall contact the Utility for temporary meters, which shall be used to measure the amount of water used from fire hydrants and temporary service lines. The CONTRACTOR shall estimate all other water uses, such as new water main flushing, new sewer main flushing, bacteriological main clearance sampling, etc.

15. INDEMNIFICATION

- 15.1 The CONTRACTOR shall indemnify and hold harmless the OWNER, ENGINEER, their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of the use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. For ten dollars (\$10.00) acknowledged to be included and paid for in the Contract Price and other good and valuable consideration, the CONTRACTOR agrees to indemnify and hold harmless the OWNER, ENGINEER, their agents and employees in accordance with the provisions of this paragraph.
- 15.2 In any and all claims against OWNER or ENGINEER or any of their agents or employees, by any employee of CONTRACTOR and Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

16. AUTHORITY AND DUTIES OF INSPECTOR

- 16.1 The ENGINEER shall appoint such Inspectors as are necessary to pass upon the amount, quality and character of the materials to be supplied and to supervise the execution of the work contemplated under this Contract.
- 16.2 Inspectors employed by the OWNER shall also be authorized to inspect all work done and all materials furnished. Such inspection may extend to any or all parts of the work and to the preparation, fabrication or manufacture of the materials to be used.
- 16.3 An Inspector is not authorized to revoke, alter or waive any requirements of the Specifications. He shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the ENGINEER.
- 16.4 If the CONTRACTOR refuses to suspend operations on verbal order, the Inspector shall issue a written order giving the reason for shutting down the work. After placing the order in the hands of the man in charge, the Inspector shall immediately leave the job. Work done during the absence of the Inspector shall not be accepted nor paid for.
- 16.5 The Inspector shall in no case act as foreman or perform other duties for the CONTRACTOR, nor interfere with the management of the work by the latter. Any advice

which the Inspector may give the CONTRACTOR in no wise shall be construed as binding to the ENGINEER in any way, or releasing the CONTRACTOR from fulfilling all the terms of the Contract.

- 16.6 The payment of any compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor by the CONTRACTOR to any Inspector, directly or indirectly, is strictly prohibited; and any such act on the part of the CONTRACTOR shall constitute a violation of this Contract.

17. SALVAGED EQUIPMENT AND MATERIALS

- 17.1 All salvaged materials and equipment are the property of the OWNER and shall be stored by the CONTRACTOR at his expense as directed by the ENGINEER, except as otherwise provided in these Specifications. The CONTRACTOR shall remove and clean all reusable items of materials and/or equipment removed from existing structures that are to be demolished or abandoned in the course of the work.

18. SAFETY REGULATIONS

- 18.1 In addition to the requirements of the General Conditions section of these Specifications, the CONTRACTOR'S attention is specifically directed to the published regulations of the Florida Department of Commerce on the "Use of Cranes, Draglines and similar Equipment Near Power Lines", "Excavations and Trenching Operations", "Construction and Use of Scaffolds", and similar regulations of that Department.
- 18.2 The CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER and the ENGINEER.
- 18.3 The CONTRACTOR shall comply with all OSHA (Occupational Safety and Health Administration) requirements.
- 18.4 The CONTRACTOR is required to be familiar with all Federal and State safety rules and regulations. It shall be the sole responsibility of the CONTRACTOR to adhere to and enforce all such safety rules and regulations. The OWNER shall be held harmless to any citations, fines, or suits of law, that may result as a breach of safety rules and regulations by the CONTRACTOR or any and all Subcontractors of the CONTRACTOR.

19. PUBLIC SAFETY AND CONVENIENCE

- 19.1 The CONTRACTOR shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property, in a manner satisfactory to the ENGINEER. No road or street shall be closed to the public, except with the permission of the ENGINEER and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

20. RECORD DATA AND AS-BUILTS

- 20.1 The CONTRACTOR shall maintain during the progress of the project accurate records of the location, length and elevation of all pipe lines and piping installed. Promptly after completion of any portion of the work provided, as paid for in the Contract, the CONTRACTOR shall deliver to the ENGINEER or OWNER, two (2) sets of As-built Drawings with accurate notations recorded thereon. Information to be shown for water mains shall include the location of valves, tees and crosses dimensioned to the nearest permanent object or monument. The CONTRACTOR will be held responsible for accuracy of such data and shall bear any cost incurred in finding utilities as a result of incorrect data furnished by the CONTRACTOR.
- 20.2 All record data and as-builts provided shall be signed and sealed by a professional land surveyor registered with the State of Florida, and be provided in both hard and electronic formats.
- 20.3 Final video results of the work provided in triplicate are required to be submitted prior to final payment.

21. BARRICADES, WARNING AND DETOUR SIGNS

- 21.1 The CONTRACTOR shall, in accordance with the requirements of the Florida Department of Transportation's Manual on Traffic Control & Safe Practices, provide, erect and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs, provide a sufficient number of flagmen and watchmen, and take all necessary precautions for the protection of the work and the safety of the public. Streets or highways closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. The CONTRACTOR shall provide and maintain acceptable warning and detour signs at all closures, intersections and along the detour routes, directing the traffic around the closed portion or portions of the work so that the temporary detour route or routes shall be indicated clearly throughout its or their entire length. All barricades and obstructions shall be illuminated at night and all lights shall be kept burning from sunset until sunrise. Barricades shall be well built and so designed as not to be blown over by the wind.
- 21.2 Roadways, parkways and other existing work, including sodded or grassed areas, damaged by the CONTRACTOR'S operations shall be repaired at the CONTRACTOR'S expense and left in condition as good as existed before the work was commenced.

22. WORK WITHIN ROAD RIGHTS-OF-WAY

- 22.1 The CONTRACTOR shall notify the City government or County government, as applicable, at least 24 hours prior to commencing work within the road right-of-way, and shall pay for any additional compaction tests that may be required, when requested through the ENGINEER.
- 22.2 Permits for all work within the right-of-way will be obtained by the OWNER. The CONTRACTOR shall, however, verify the existence of the Permit before commencing work within this area.
- 22.3 All work related to highway crossings and within highway right-of-way shall be in full compliance with the terms of the Permit and in accordance with the requirements of the governing authority.

- 22.4 In event of conflict between the requirements of these Specifications and details and those of the governing authority, the requirements of said governing authority shall govern. This precedence shall be applicable only when right-of-way belonging to the State of Florida, the City, or the County is involved. In all other cases the more stringent requirements shall govern.
- 22.5 The costs of any and all items of work required by the governing authority, payment for which is not specifically provided by bid items in the Proposal, shall be included in the prices of bid items to which said items of work are related, incidental, or appurtenant. No additional compensation shall be allowed therefore.
23. RIGHT TO WORK AND TERMINATION DUE TO WORK STOPPAGE
- 23.1 The OWNER strongly believes in the "right to work" and expressly reserves the right to terminate the Agreement or suspend the work upon 24 hours notice upon the occurrence of any work stoppage or "picketing" of the job resulting from the action of any organized labor group. This stipulation shall be contained in any and all Subcontracts entered into for any portions of the work. No additional compensation shall be allowed if so terminated or suspended.
24. DISPUTE RESOLUTION
- 24.1 The venue for the enforcement, construction or interpretation of this agreement shall be the court system of the Fifth Judicial Circuit, depending on the jurisdictional limits, and all parties do hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with this agreement, or its duties, obligations, or responsibilities or rights hereunder.
- 24.2 The prevailing party in any litigation arising out of the enforcement, construction or interpretation of this agreement shall be entitled to recover from the losing party all costs and expenses, including reasonable attorney's fees, both at the trial and at the appellate level.
25. PRECONSTRUCTION CONFERENCE
- 25.1 The ENGINEER shall set the date and time for the Preconstruction Conference and shall determine attendance requirements. At a minimum, representatives of the CONTRACTOR and all major Subcontractors shall be present.
- 25.2 At least 24 hours in advance of the preconstruction conference the CONTRACTOR shall submit the following:
- 25.2.1 A preliminary construction schedule listing beginning and ending dates or number of days for the completion of each item or work. A bar graph is preferable.
- 25.2.2 A list of phone numbers for all key personnel and project superintendents or foremen. This list shall include office, mobile, beeper and home phone numbers
26. STORAGE OF PETROLEUM PRODUCTS OR HAZARDOUS SUBSTANCES
- 26.1 No fuels, oils or any type of petroleum product nor any hazardous substance shall be stored on the project or any other lands owned by the Developer or OWNER.

27. SUBCONTRACTORS AND SUPPLIERS

27.1 CONTRACTOR shall complete and submit with his bid the List of Subcontractors and Suppliers attached, as part of the contract documents.

28. SHOP DRAWINGS

28.1 CONTRACTOR shall submit 6 copies of all Shop Drawings. Three copies shall be returned to the CONTRACTOR upon approval.

28.2 Review of the first submission and one resubmission of Shop Drawings will be performed by the OWNER and OWNER'S Consultants, as appropriate, at no cost to CONTRACTOR. Subsequent additional resubmissions of the Shop Drawing will be reviewed by the OWNER and OWNER'S Consultants; however, OWNER will document work hours and other expenses required to perform such additional review(s) and CONTRACTOR shall reimburse OWNER for these costs.

28.3 Submittals shall include, but not necessarily be limited to, the following:

28.3.1 Sewer

- (a) PVC Pipe Lining
- (b) RICIP Pipe Lining
- (c) Manhole Liner Material

28.3.2 MOT Plan prepared by a Florida Licensed Registered P.E.

29. CLEAN-UP AND COMPLETION

29.1 This section of the Specifications is intended to cover the furnishing of all labor, materials, equipment and/or incidentals necessary to the completion of all the requirements of the drawings, notes, schedules and these Specifications relating to clean-up.

29.2 Throughout the construction period, the CONTRACTOR is to maintain the project in a standard of cleanliness as described in this Section. In addition to the standards described in this Section, the CONTRACTOR will comply with all the requirements for cleaning up in various other sections of these Specifications. The CONTRACTOR will conduct daily inspections, and more if necessary, to verify that requirements of cleanliness are met. In addition to the standards described in this Section, the CONTRACTOR will comply with all pertinent requirements of governmental agencies having jurisdiction, provide all required personnel, equipment and materials needed to maintain the necessary standards of cleanliness, and use only the cleaning materials and equipment which are compatible with the surface being cleaned as recommended by the Manufacturer of the material or as approved by the Representative.

29.3 The CONTRACTOR will retain all stored items in an orderly arrangement allowing maximum access, not impending drainage or traffic, and providing the required protection of materials. The CONTRACTOR is not to allow the accumulation of scrap, debris, waste material and other items not required for the construction of work.

29.4 At least twice a month, and more often if necessary, the CONTRACTOR will completely remove all scrap, debris and waste material from the job site and dispose of it off-site in accordance with all Local, State and Federal regulations. Weekly, and more often if necessary, the CONTRACTOR will inspect all arrangements of materials stored on the site, restack, tidy or otherwise service all requirements of this Section. Daily, and more often if

necessary, the CONTRACTOR will inspect the site and pick up all scrap, debris and waste material and remove all such items to the place designated for their storage.

29.5 The CONTRACTOR is to provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology, including the Wildlife Habitat Management Plan.

29.6 The CONTRACTOR will maintain the site in a neat, orderly condition at all times, to the approval of the OWNER'S representative. In case of failure on the part of the CONTRACTOR to comply with all conditions of this section the OWNER may, upon 24 hour notice, proceed to clean the site as may be deemed necessary by the OWNER. All costs encountered by the OWNER, including dump fees, shall be deducted from the next payment due the CONTRACTOR, which payment shall include a 15% management fee applied to all OWNER expenses.

30. WARRANTY

30.1 The CONTRACTOR warrants the subject premises for a period of one year subsequent to acceptance of the improvements. The CONTRACTOR will provide the OWNER with all warranties pursuant to the terms of the General Conditions. In the event that the CONTRACTOR must return to perform warranty work, the CONTRACTOR must thereafter provide for an extended warranty period of at least six (6) months for parts, materials or workmanship replaced or the equivalent of a new replacement part warranty, whichever is greater.

CONSTRUCTION PLANS FOR CITY OF FRUITLAND PARK LIBRARY



CITY OF FRUITLAND PARK
LAKE COUNTY, FLORIDA

CHRIS CHESHIRE
MAYOR

JOHN GUNTER
VICE MAYOR

CHRIS BELL
COMMISSIONER

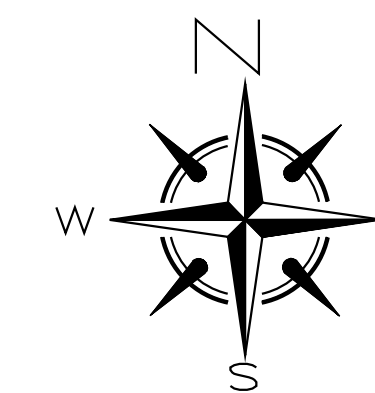
RAY LEWIS
COMMISSIONER

RICK RANIZE
COMMISSIONER

GARY LA VENIA
CITY MANAGER

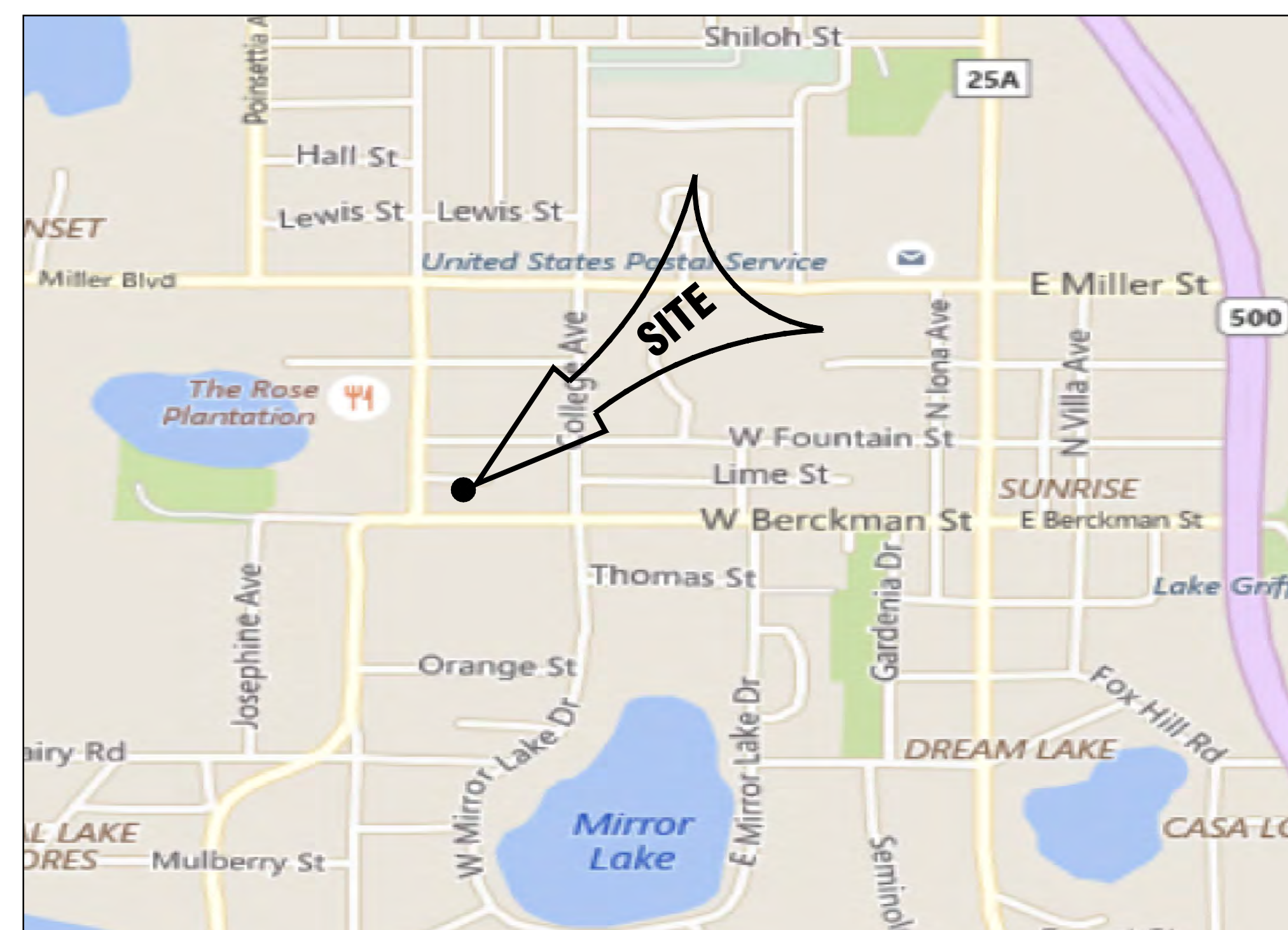
DALE BOGLE
PUBLIC WORKS DIRECTOR

ANITA GERACI-CARVER
CITY ATTORNEY



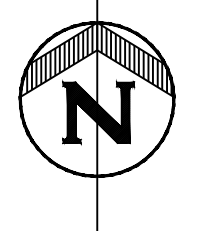
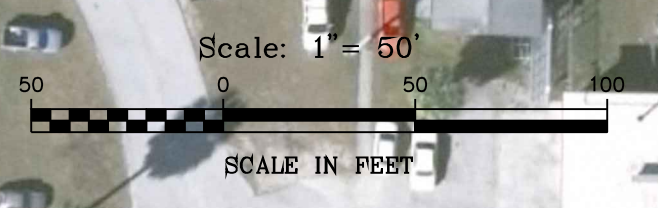
INDEX OF SHEETS

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- 3 DEMO PLAN
- 4 SITE PLAN
- 5 DRAINAGE PLAN
- 6 UTILITY PLAN
- 7 OFFSITE UTILITY PLAN
- 7A OPEN CUT / REPAVING PLAN
- 8 DETAILS
- 9 DETAILS
- 10 DETAILS



V I C I N I T Y M A P
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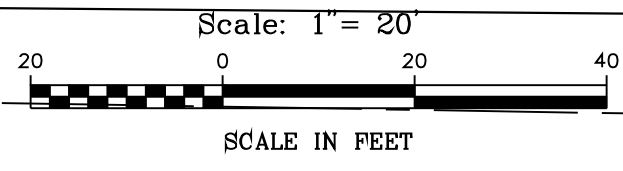
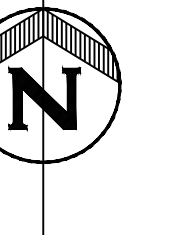
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**CITY OF FRUITLAND PARK
LIBRARY
AERIAL**

BESH10
BOOTH ERN STRAUGHAN AND HOTT YEARS
 ENGINEERS • SURVEYORS • LAND PLANNERS
 Tallahassee, Florida 32310
 Office Phone: 352-343-8885
 Fax: 352-343-8885
 Certificate of Authorization Number: 27029
 Good... Better... BESH!

DATE:	APRIL 2017
DESIGNED BY:	BT
DRAWN BY:	RON
CHECKED BY:	DKB
JOB NO.:	081040.0045
FILE NAME:	COPF LIBRARY

Sheet 2



General Water Notes

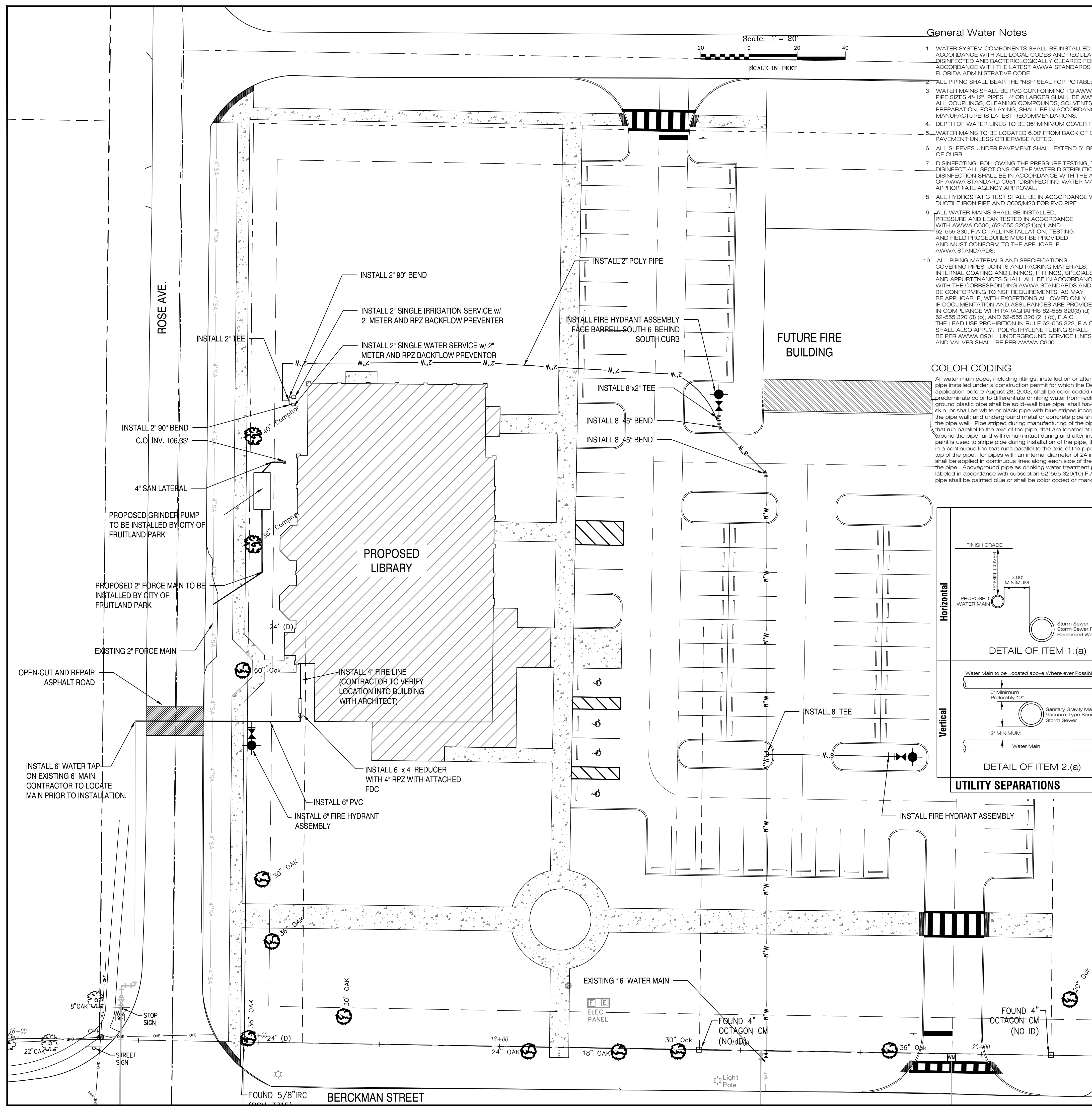
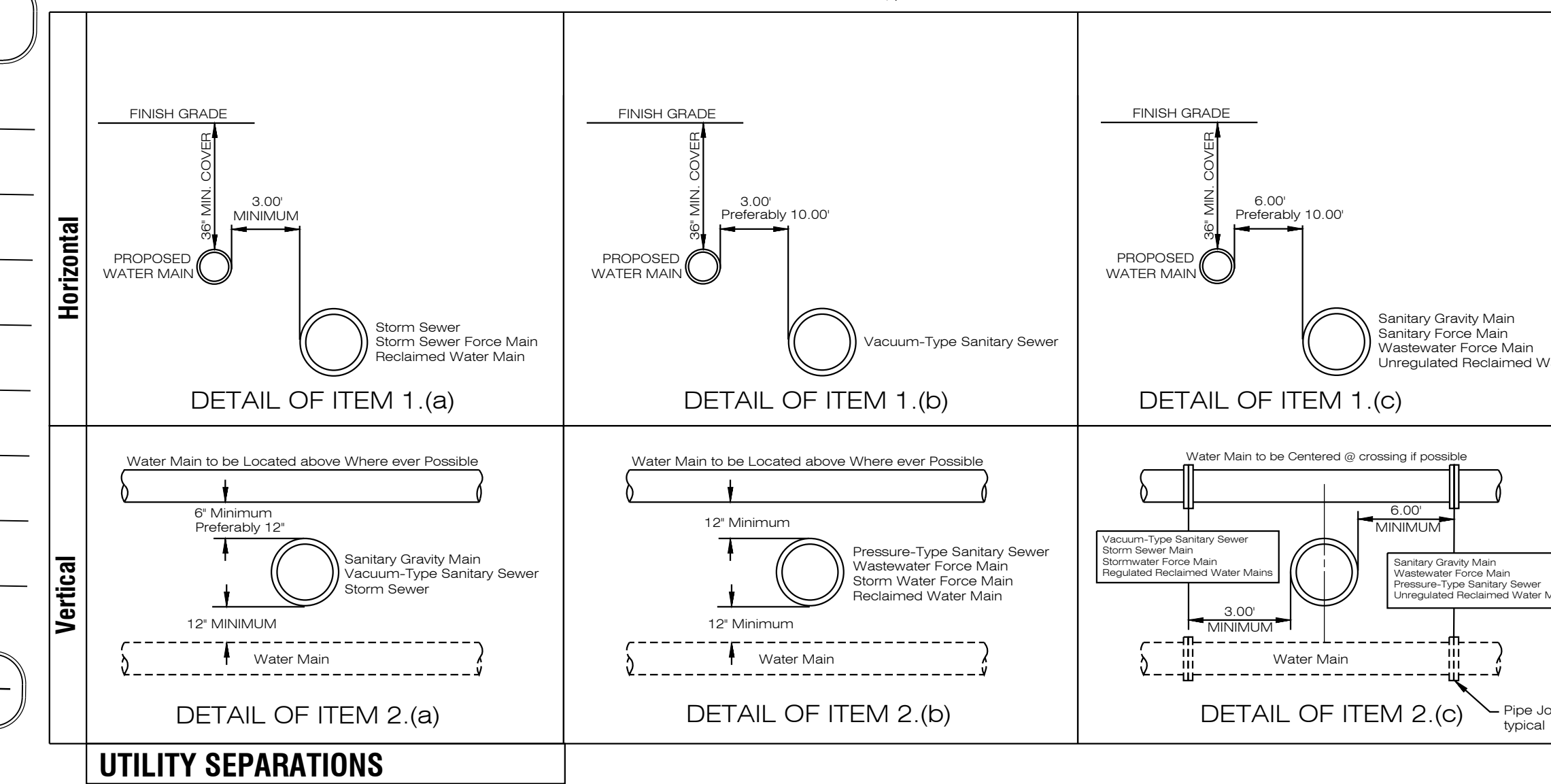
1. WATER SYSTEM COMPONENTS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH ALL LOCAL CODES AND REGULATIONS, CLEANED, DISINFECTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND CHAPTER 62-555 FLORIDA ADMINISTRATIVE CODE.
2. ALL PIPING SHALL BEAR THE "NSP" SEAL FOR POTABLE WATER.
3. WATER MAINS SHALL BE PVC CONFORMING TO AWWA C-900, DR 18 FOR PIPE SIZES 4"-12". PIPES 14" OR LARGER SHALL BE AWWA C-905, DR 18. ALL COUPLINGS, CLEANING COMPOUNDS, SOLVENTS, LUBRICANTS, AND PIPE PREPARATION, FOR LAYING, SHALL BE IN ACCORDANCE WITH THE PIPE MANUFACTURERS LATEST RECOMMENDATIONS.
4. DEPTH OF WATER LINES TO BE 36" MINIMUM COVER FROM FINISH GRADE.
5. WATER MAINS TO BE LOCATED 6.00' FROM BACK OF CURB OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
6. ALL SLEEVES UNDER PAVEMENT SHALL EXTEND 6" BEYOND THE BACK OF CURB.
7. DISINFECTING: FOLLOWING THE PRESSURE TESTING, THE CONTRACTOR SHALL DISINFECT ALL SECTIONS OF THE WATER DISTRIBUTION SYSTEM. DISINFECTATION SHALL BE IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF AWWA STANDARD C651 "DISINFECTING WATER MAINS", AND ALL APPROPRIATE AGENCY APPROVAL.
8. ALL HYDROSTATIC TEST SHALL BE IN ACCORDANCE WITH AWWA C600 FOR DUCTILE IRON PIPE AND C605/M23 FOR PVC PIPE.
9. ALL WATER MAINS SHALL BE INSTALLED, PRESSURE AND LEAK TESTED IN ACCORDANCE WITH AWWA C600, (62-555.320(2)(b)1) AND 62-555.330, F.A.C. ALL INSTALLATION, TESTING AND FIELD PROCEDURES MUST BE PROVIDED AND MUST CONFORM TO THE APPLICABLE AWWA STANDARDS.
10. ALL PIPING MATERIALS AND SPECIFICATIONS COVERING PIPES, JOINTS AND PACKING MATERIALS, INTERNAL COATING AND LININGS, FITTINGS, SPECIALS AND APPURTENANCES SHALL ALL BE IN ACCORDANCE WITH THE CORRESPONDING AWWA STANDARDS AND BE CONFORMING TO NSF REQUIREMENTS, AS MAY BE APPLICABLE, WITH EXCEPTIONS ALLOWED ONLY IF DOCUMENTATION AND ASSURANCES ARE PROVIDED IN COMPLIANCE WITH PARAGRAPHS 62-555.320(3) (d) 62-555.320 (3) (b), AND 62-555.320 (2) (c), F.A.C. THE LEAD USE PROHIBITION IN RULE 62-555.322, F.A.C. SHALL ALSO APPLY. POLYETHYLENE TUBING SHALL BE PER AWWA C901. UNDERGROUND SERVICE LINES, AND VALVES SHALL BE PER AWWA C800.

Utility Construction Notes (DEP)

- 62-555.314 Location of Public Water System Mains:
For the purpose of this section, the phrase "Water Mains" shall mean Mains, including treatment plant process piping, conveying either raw, partially treated, or finished drinking water. Fire Hydrant leads, and service lines that are under the control of a Public Water System and that have an inside diameter of three (3) inches or greater.
- (1) Horizontal Separation Between Underground Water Mains and Sanitary or Storm Sewers, Wastewater or Stormwater Force Mains, Reclaimed Water Pipelines, and On-site Sewage Treatment and Disposal Systems:
 - (a) New or relocated, underground WATER MAINS shall be laid to provide a horizontal distance of at least (3) Three Feet between the outside of the WATER MAIN and the outside of any existing or proposed Storm Sewer, Stormwater Force Main, or pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
 - (b) New or relocated, underground WATER MAINS shall be laid to provide a horizontal distance of at least (3) Three Feet, and preferably (10) Ten Feet, between the outside of the WATER MAIN and the outside of any existing or proposed vacuum-type Sanitary Sewer.
 - (c) New or relocated, underground WATER MAINS shall be laid to provide a horizontal distance of at least (6) Six Feet, and preferably (10) Ten Feet, between the outside of the WATER MAIN and the outside of any existing or proposed Gravity- or Pressure-type Sanitary Sewer, Wastewater Force Main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-610 F.A.C. The Minimum Horizontal Separation distance between WATER MAINS and Gravity-type Sanitary Sewers shall be reduced to (3) Three Feet where the BOTTOM of the WATER MAIN is laid at least (6) Six inches above the Top of the Sewer.
 - (d) New or relocated, underground WATER MAINS shall be laid to provide a horizontal distance of at least (10) Ten Feet between the outside of the WATER MAIN and all parts of any existing or proposed "On-site Sewage Treatment and Disposal System" as defined in Section 381.006(2), F.S. and Rule 64E-6.002, F.A.C.
 - (2) Vertical Separation Between Underground WATER MAINS and Sanitary or Storm Sewers, Wastewater or Stormwater Force Mains, and Reclaimed Water Pipelines:
 - (a) New or relocated underground WATER MAINS crossing any existing or proposed gravity- or vacuum-type sanitary sewer or storm sewer shall be laid so the outside of the WATER MAIN is at least (12) inches ABOVE, or at least 12 inches below the outside of the other pipeline. However, it is preferable to lay the WATER MAIN ABOVE the other pipeline.
 - (b) New or relocated, Underground WATER MAINS crossing any existing or proposed pressure-type sanitary sewer, wastewater or stormwater Force Main, or Pipeline conveying reclaimed water shall be laid so the outside of the WATER MAIN is at least (12) inches ABOVE or BELOW the Outside of the other pipeline. However, it is preferable to lay the WATER MAIN above the other pipeline.
 - (c) At the Utility crossings described in paragraphs (a) & (b) Above, one full length of Water Main Pipe joints will be as far as possible from the other pipeline. Alternatively, at such crossings, the pipes shall be arranged so that all WATER MAIN Joints are at least (3) Three feet from all joints in Vacuum-type Sanitary Sewers, Storm Sewers, Stormwater Force Mains, or pipelines conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C., and at least (3) Three Feet, and preferably (10) Ten Feet, from any existing or proposed gravity- or Pressure-type Sanitary Sewer, Wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.; and at least (10) Ten Feet from any existing or proposed "on-site sewage treatment and disposal system" as defined in Section 381.006(2), F.S. and Rule 64E-6.002, F.A.C.
 - (3) Separation Between WATER MAINS and Sanitary or Storm Sewer Manholes:
 - (a) No WATER MAIN shall pass thru, or come into contact with any part of a Sanitary Manhole or a Storm Sewer Manhole.
 - (4) Separation Between Fire Hydrant Drains and Sanitary or Storm Sewers, Wastewater or Stormwater Force Mains, Reclaimed Water Pipelines, and On-Site Sewage Treatment and Disposal Systems: New or relocated Fire Hydrants with underground Drains shall be located so that the drains are at least (3) Three Feet from any existing or proposed storm sewer, Stormwater force main, or pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C., and at least (3) Three Feet, and preferably (10) Ten Feet, from any existing or proposed gravity- or Pressure-type Sanitary Sewer, Wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.; and at least (10) Ten Feet from any existing or proposed "on-site sewage treatment and disposal system" as defined in Section 381.006(2), F.S. and Rule 64E-6.002, F.A.C.
 - (5) Exceptions/Mitigation:
Adherence to the above Constraints and Separations in Items 1 through 4 shall be Complied to, "WITHOUT EXCEPTION". If for some reason where it is not technically feasible or Economically Sensible that Items 1 through 4 cannot be complied with, Contractor will Stop Work and Notify the Engineer of record for the appropriate solution, which will be submitted to "The Department of Environmental Protection" for APPROVAL, prior to work commencement.

COLOR CODING

All water main pipe, including fittings, installed on or after August 28, 2003, except pipe installed under a construction permit for which the Department received a complete application before August 28, 2003, shall be color coded or marked using blue as a predominate color to differentiate drinking water from reclaimed or other water. Underground plastic pipe shall be solid-wall blue pipe, shall have a co-extruded blue external skin, or shall be white or black pipe with blue stripes incorporated into, or applied to, the pipe wall; and underground metal or concrete pipe shall have blue stripes applied to the pipe wall. Pipe striped during manufacturing of the pipe shall have continuous stripes that run parallel to the axis of the pipe, that are located at no greater than 90" intervals around the pipe, and will remain intact during and after installation of the pipe. If tape or paint is used to stripe pipe during installation of the pipe, the tape or paint shall be applied in a continuous line that runs parallel to the axis of the pipe and that is located along the top of the pipe; for pipes with an internal diameter of 24 inches or greater, tape or paint shall be applied in continuous lines along each side of the pipe as well as along the top of the pipe. Aboveground pipe as drinking water treatment plants shall be color coded and labeled in accordance with subsection 62-555.320(10), F.A.C., and all other aboveground pipe shall be painted blue or shall be color coded or marked like underground pipe.



**CITY OF FRUITLAND PARK
LIBRARY
UTILITY
PLAN**

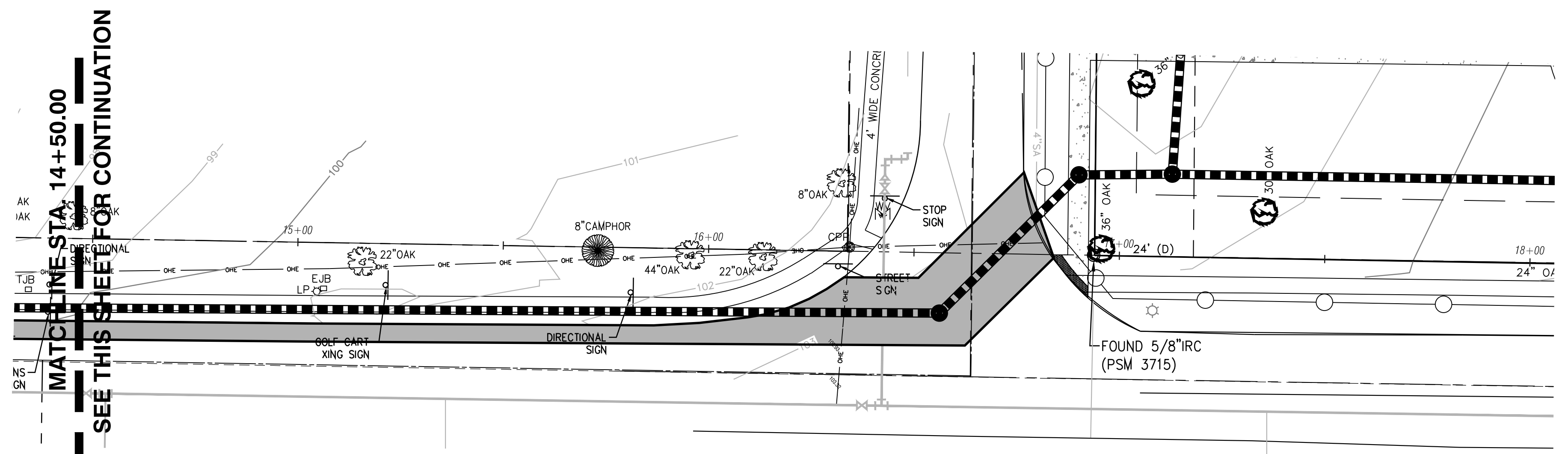
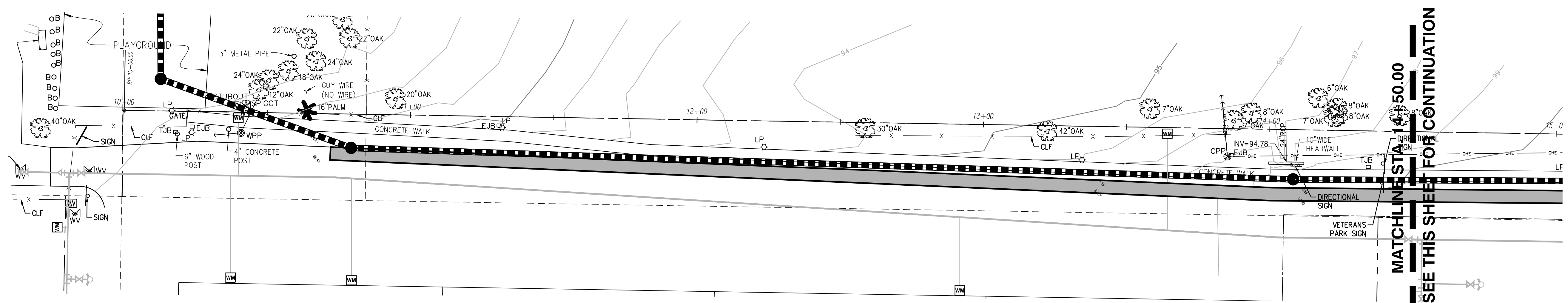
BESH10
BOOTH ERN STRAUBER AND HOTT YEARS
ENGINEERS • LAND PLANNERS
SURVEYORS • CONSULTANTS
Tallahassee, Florida 32310
Office Phone: 904.353.8888
Fax: 904.353.8885
Certificate of Authorization Number: 27029
Good... Better... BESH!

DATE:	APRIL 2017
DESIGNED BY:	BT
DRAWN BY:	RON
CHECKED BY:	DKB
JOB NO.:	081040.0045
FILE NAME:	COP LIBRARY

Sheet 6

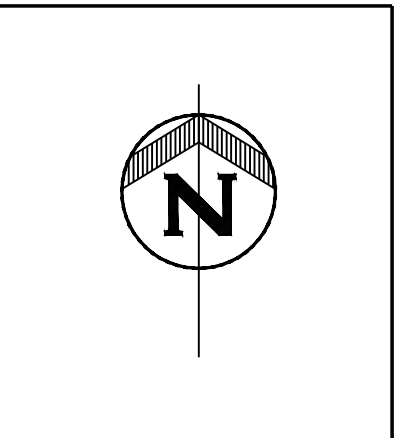
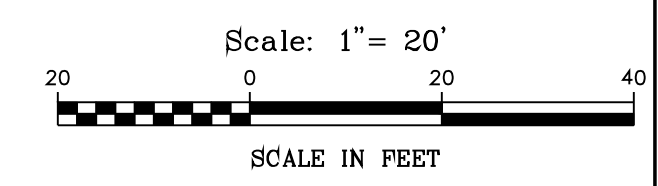
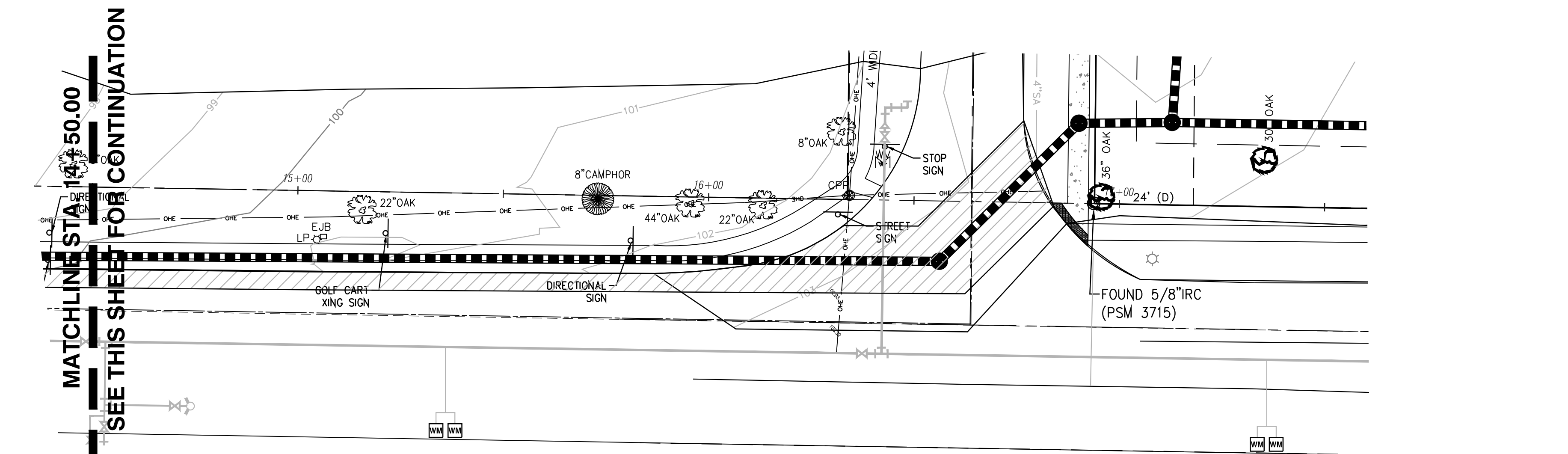
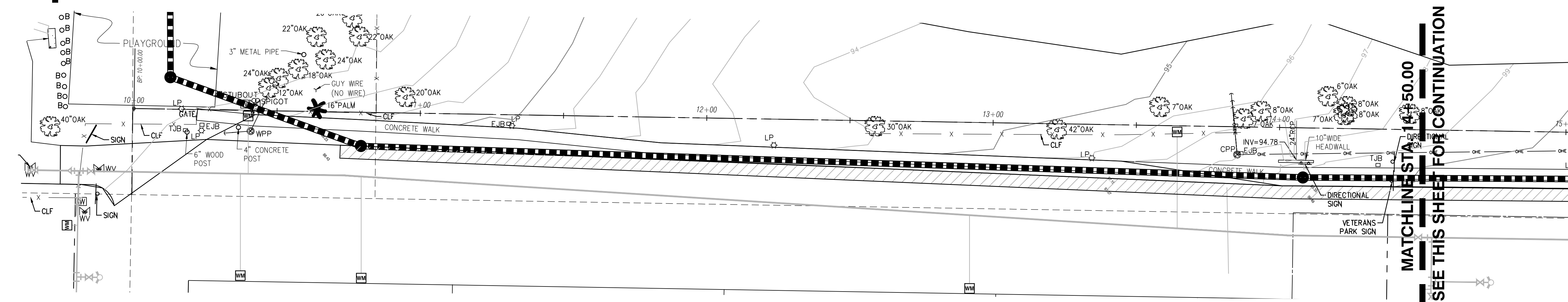
DUANE K. BOOTH, P.E.
PROFESSIONAL ENGINEER NO. 44631

NOTE
UTILITY LOCATIONS BASED ON INFORMATION PROVIDED BY CITY OF FRUITLAND PARK.
CONTRACTORS RESPONSIBLE FOR FIELD LOCATING UTILITIES PRIOR TO CONSTRUCTION.



LEGEND

- PROPOSED OPEN CUT
- PROPOSED REPAIR



DATE	REVISION

**CITY OF FRUITLAND PARK
LIBRARY
OFFSITE DRAINAGE
PLAN**

BESH10
 BOOTH ERN STRAUGHAN AND HOTT YEARS
 ENGINEERS • SURVEYORS • LAND PLANNERS
 Tallahassee, Florida 32310
 Phone: 904.352.8888
 Fax: 904.352.8885
 Certificate of Authorization Number: 27029
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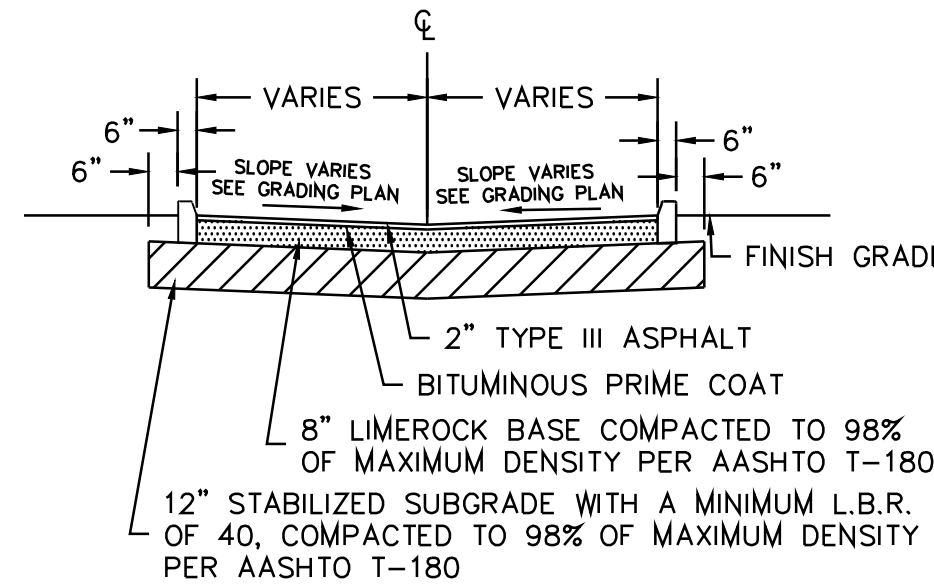
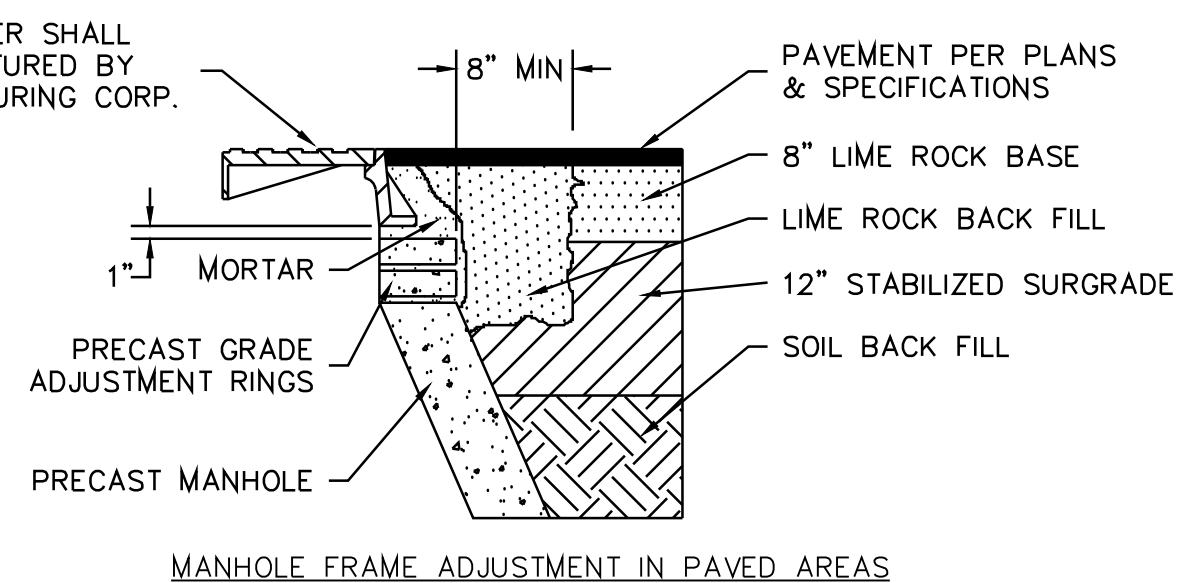
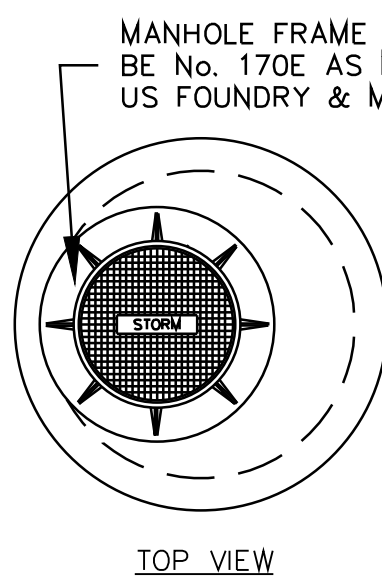
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CHECKED BY:	DKB
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Sheet 7A

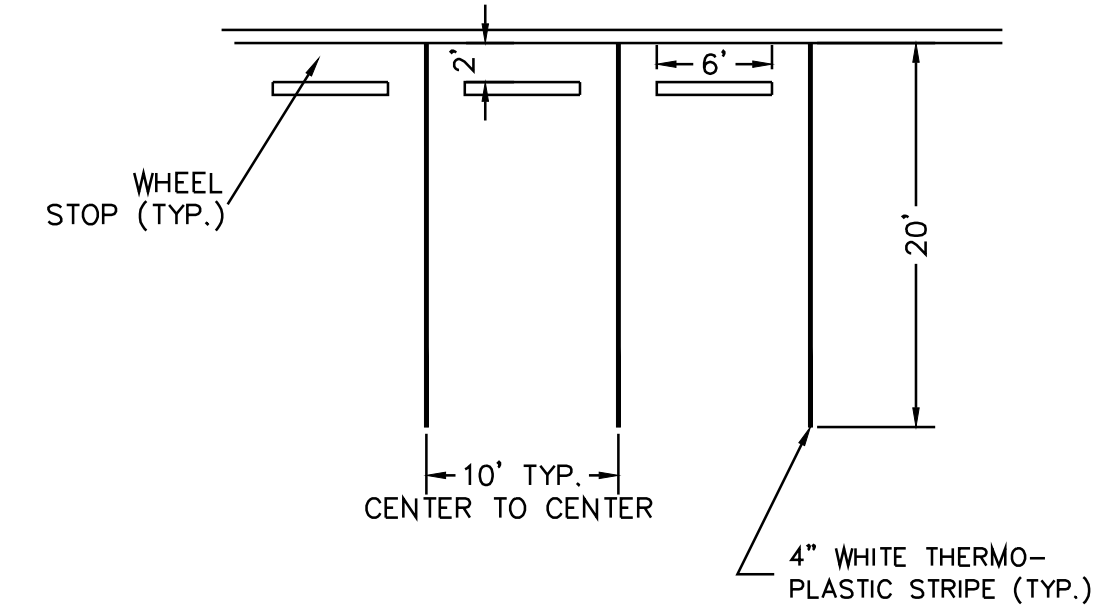
DUANE K. BOOTH, P.E.
 PROFESSIONAL ENGINEER NO. 44631

- MANHOLE NOTES -**
1. SEAL ALL PIPE OPENINGS IN PRECAST MANHOLE WITH "EMBECCO" NON-SHRINK GROUT OR APPROVED EQUAL.
 2. MANHOLE COVERS SHALL BE CLEANED AND PAINTED WITH BLACK RUST-INHIBITING PAINT.
 3. SET COVERS FLUSH IN PAVED AREAS, 0.1' ABOVE GRADE IN UNPAVED AREAS, AND 0.75' BELOW GRADE IN GRADED AREAS.
 4. INTERIOR AND EXTERIOR OF MANHOLE SHALL BE COATED WITH TWO (2) COATS OF COAL TAR EPOXY PER SPECIFICATIONS.

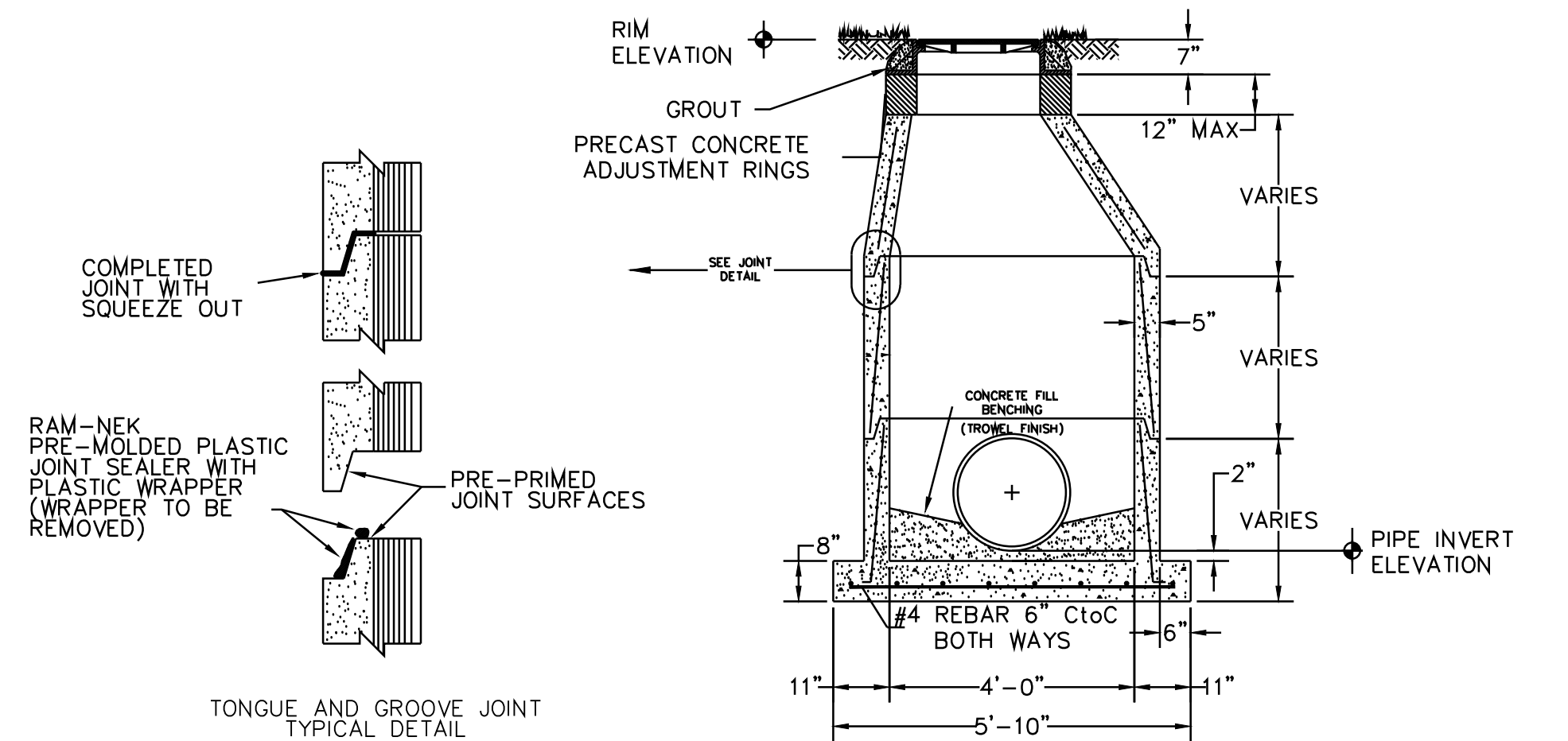
- ALTERNATE PRECAST MANHOLE TOPS -**
1. APPROVE CONCENTRIC CONE DESIGN MAY BE USED AS AN ALTERNATIVE.
 2. APPROVED FLAT SLAB TOP MAY BE USED AS AN ALTERNATE.



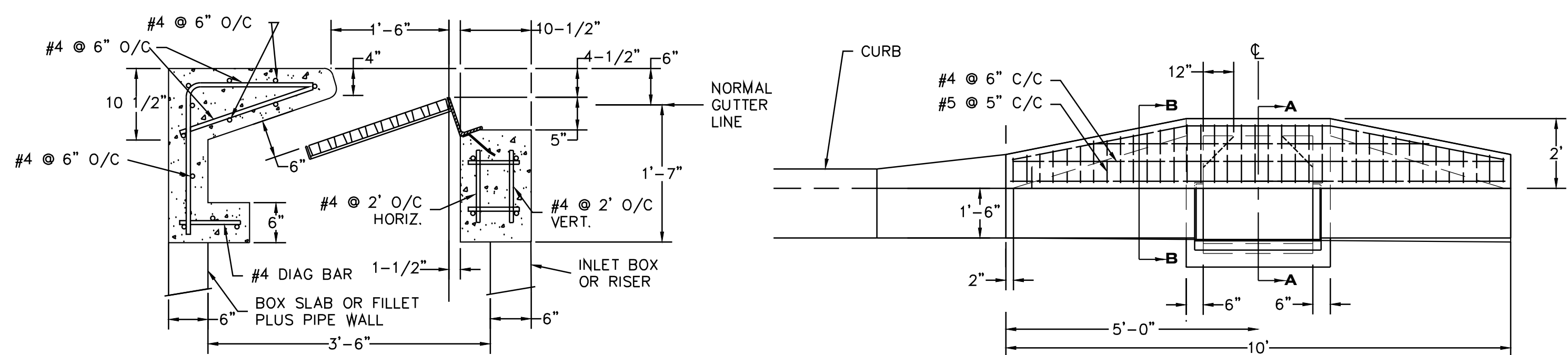
TYPICAL PARKING LOT SECTION
NO SCALE



WHEEL STOP LOCATION IN PARKING LOT
NOT TO SCALE

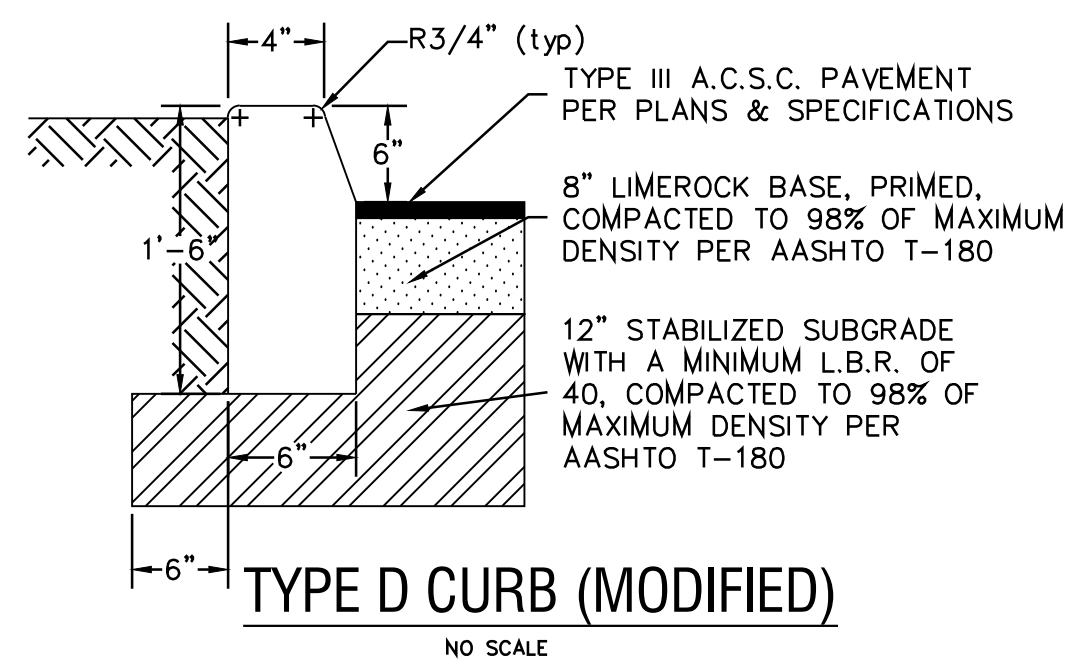


DRAINAGE PRECAST MANHOLE DETAIL

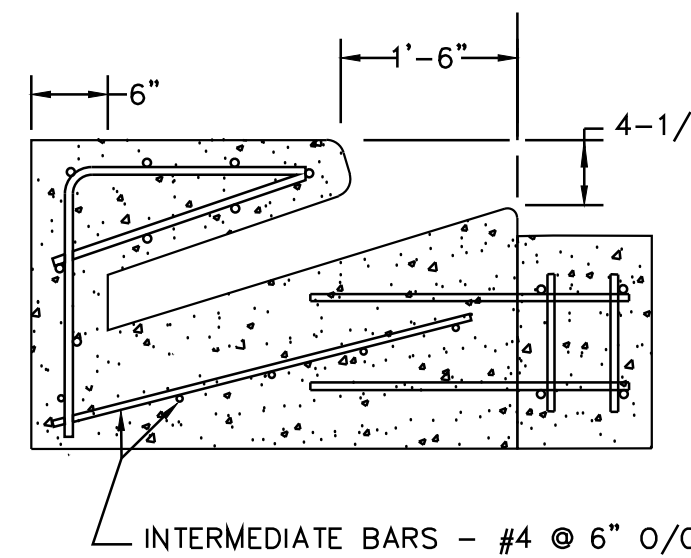


SECTION A-A

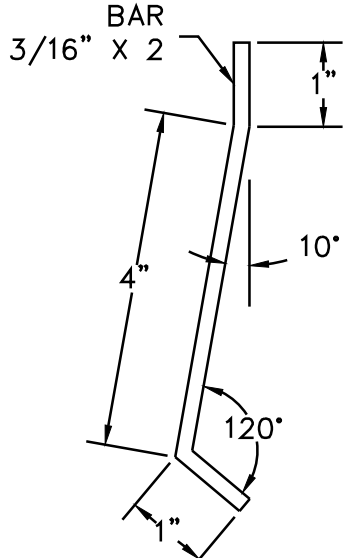
TOP VIEW



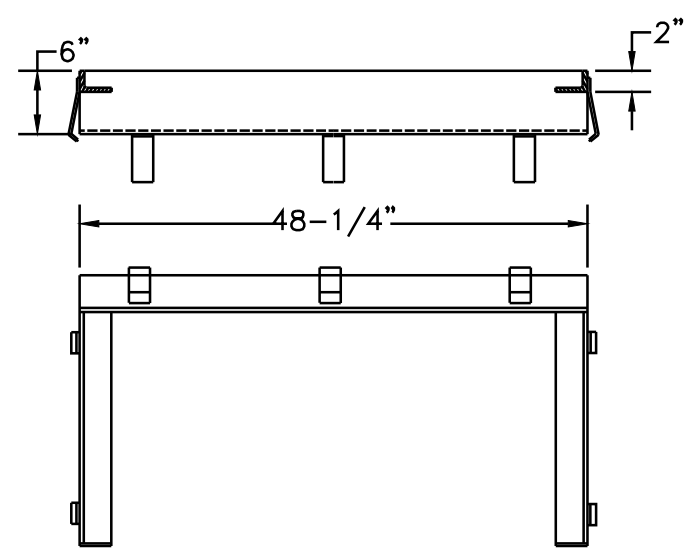
TYPE D CURB (MODIFIED)
NO SCALE



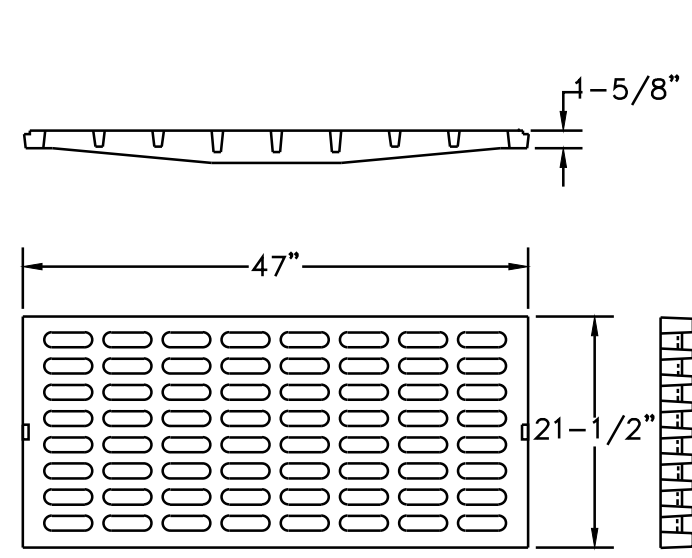
SECTION B-B



ANCHOR DETAIL



STEEL ANGLE FRAME



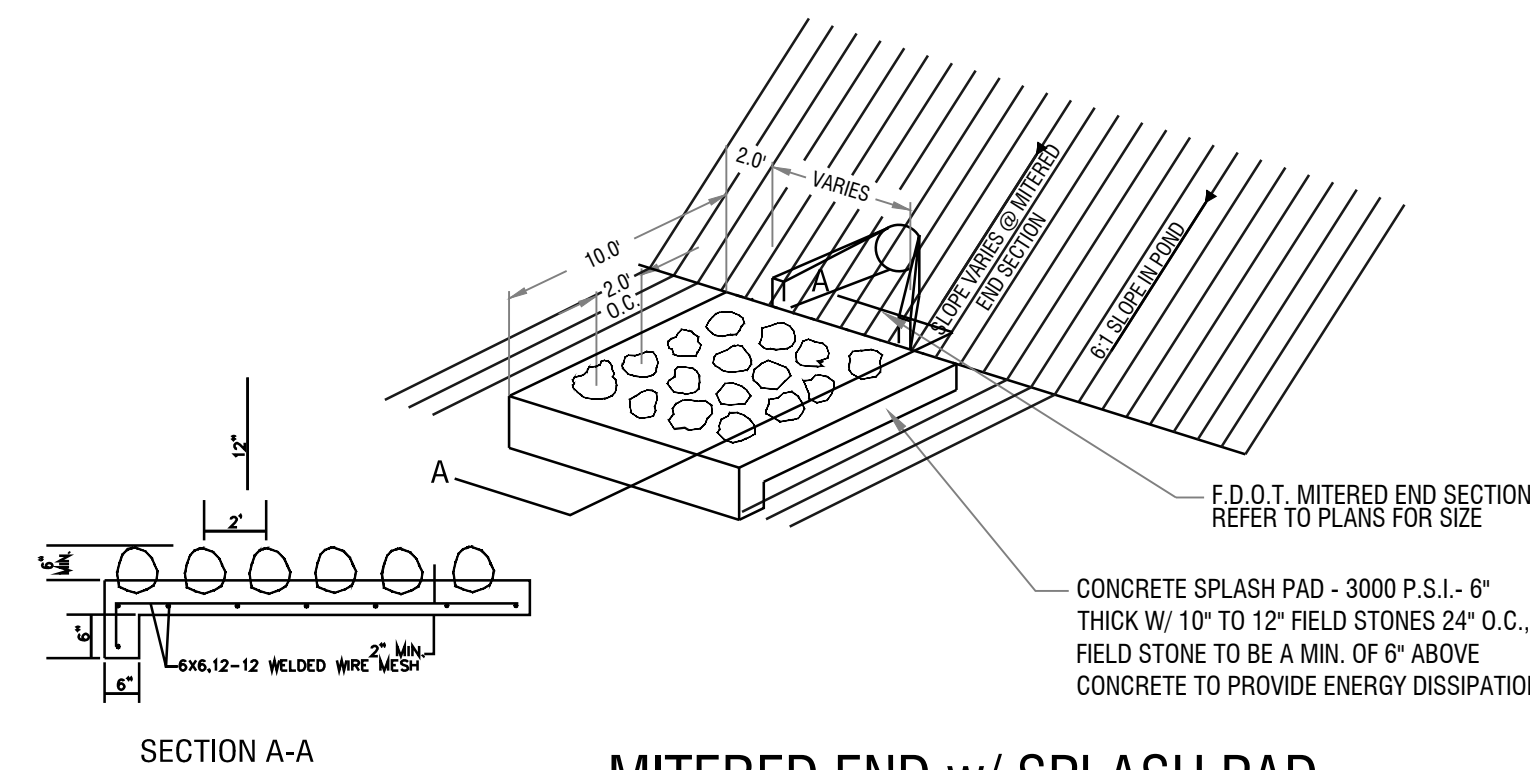
CAST IRON COVER

F.D.O.T. TYPE "5" & "6" (MODIFIED)
ALL STRUCTURAL SPECIFICATIONS SHALL MEET OR EXCEED
F.D.O.T. INDEX NO. 211

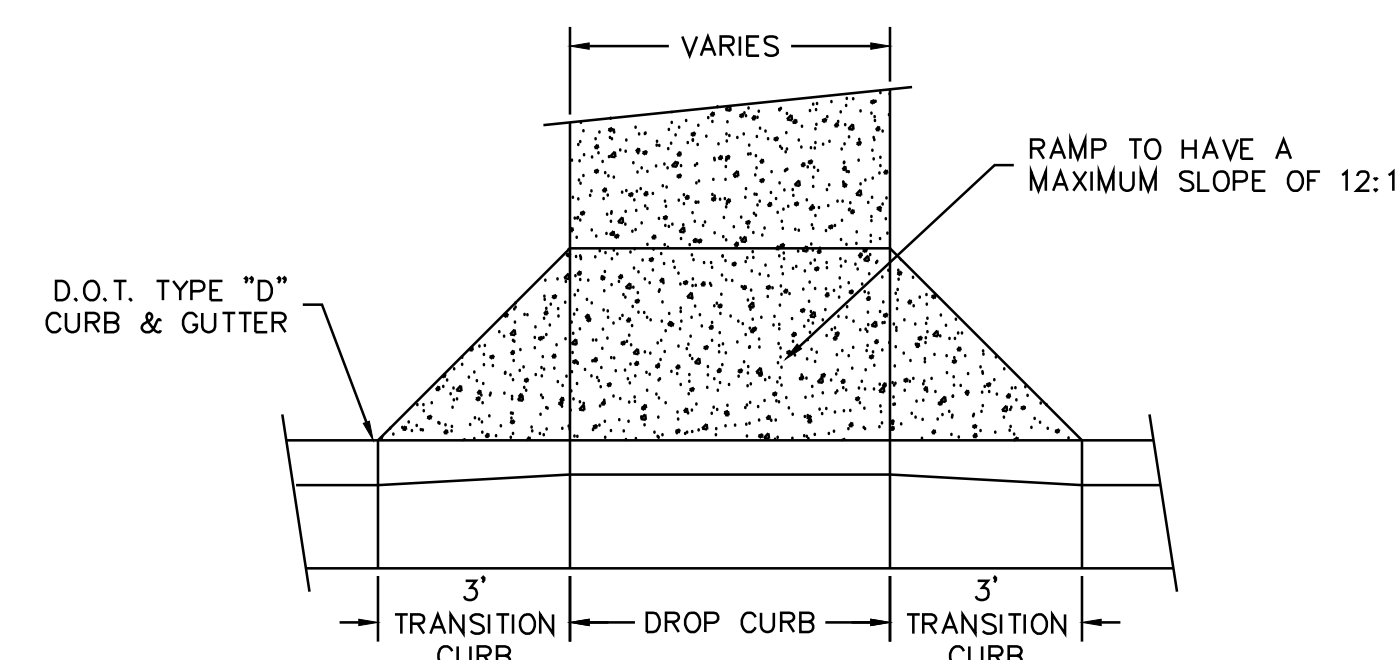
GENERAL NOTES

7. The finished grade and slope of the inlet tops are to conform with the finished cross slope and grade of the proposed sidewalk and/or parkway.
8. When units are to be constructed on a curve, refer to the plans to determine the radius and, where necessary, modify the inlet details accordingly. Bend steel when necessary.
9. All reinforcing steel shall have 1-1/4" minimum cover unless otherwise shown. Inlet tops shall be cast-in-place or precast concrete.
10. Precasting of this inlet top will be permitted. Precast units shall conform to the dimensions shown or in accordance with approved shop drawings. Request for shop drawing approval shall be directed to the engineer.
12. Concrete meeting the requirements of A.S.T.M. C 478 (4,000 P.S.I.) may be used in lieu of Class I concrete for precast units, manufactured in plants which are under Standard Operating Procedures for the inspection of precast concrete products.
13. The corner fillets shown for rectangular throats are necessary only when throats are to be used in conjunction with circular inlet bottoms or when used on skew with rectangular inlet boxes.

200. For inlet boxes see Index No. 200.
- These inlets tops are designed for use with standard curb and gutter Type E and Type F. Locate outside of pedestrian crosswalk where practical.
- See Index No. 201 for supplemental details.
- All steel used for the grating frame shall meet the requirements of A.S.T.M. A-36.
- Cast iron covers shall be used. Iron covers shall be Class No. 30 castings in accordance with A.S.T.M. A-48.
- Curb inlet frame and grate shall be US Foundry # 5160 or equal.
- Covers are to be grouted in accordance with the grouting detail in lieu of tack welding.
- Inlet to be paid for under the contract unit price for Curb Inlets Type 5 or 6.



MITERED END w/ SPLASH PAD
FDOT INDEX 270



SIDEWALK RAMP DETAILS
NO SCALE

REVISION	1	2	3	4	5	6	7	8	9	10
DATE										

CITY OF FRUITLAND PARK LIBRARY

DETAILS

BESH10

BOOTH ERN STRAUBER AND HOTT YEARS

ENGINEERS • LAND PLANNERS

SURVEYORS • TAX APPRAISERS

Tallahassee, Florida 32310
Office: 352.343.8885
Fax: 352.343.8885

Certificate of Authorization Number: 27029

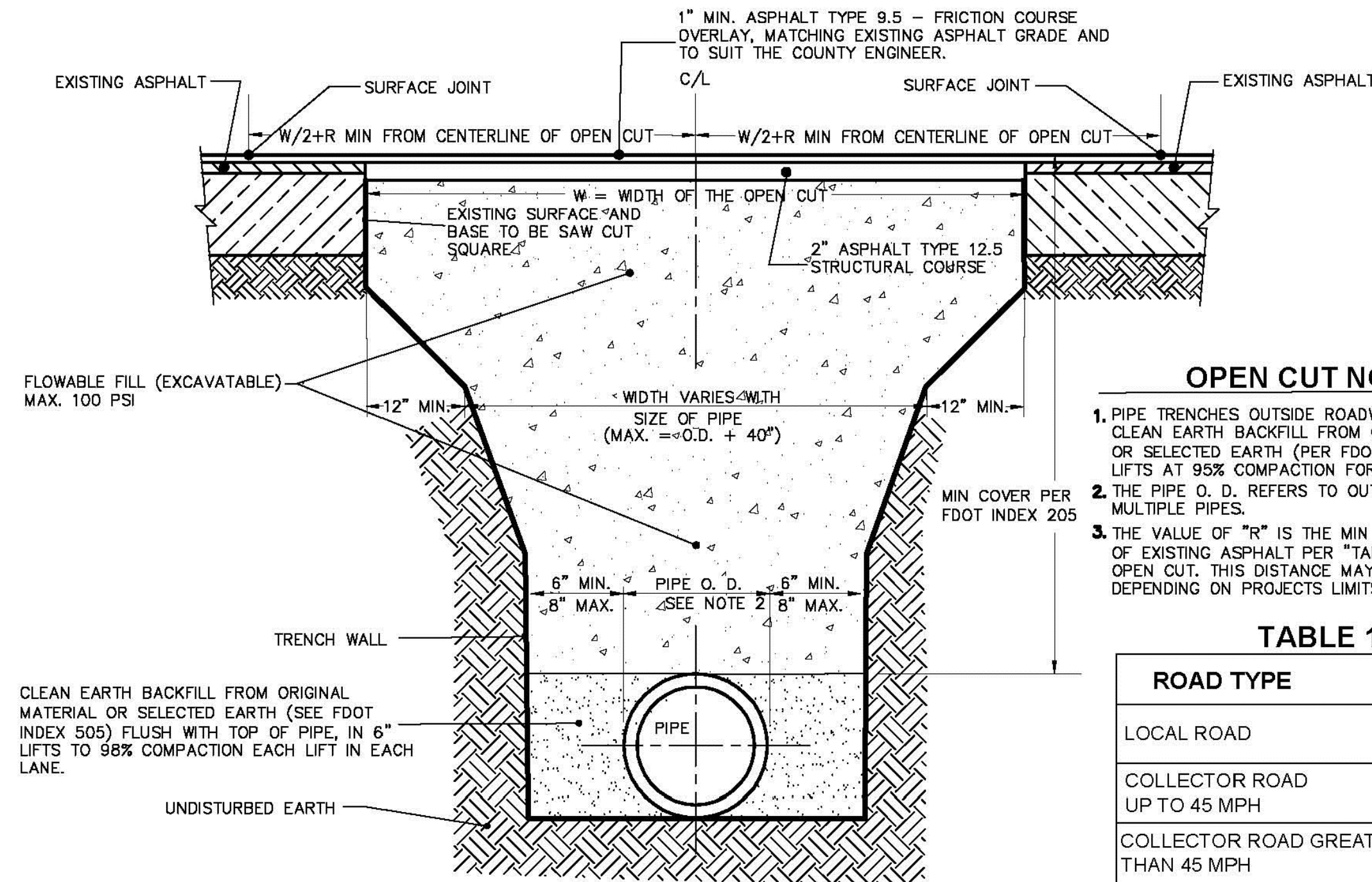
Good... Better... BEST!

DATE:	APRIL 2017
DESIGNED BY:	BT
DRAWN BY:	RON
CHECKED BY:	DKB
JOB NO.:	081040.0045
FILE NAME:	COPF LIBRARY

Sheet 8

OPEN CUT DETAIL

STANDARD INSTALLATION OF CROSS DRAIN PIPE FOR APPROVED OPEN CUTS OR ROAD CROSSINGS DURING CONSTRUCTION.



OPEN CUT NOTES

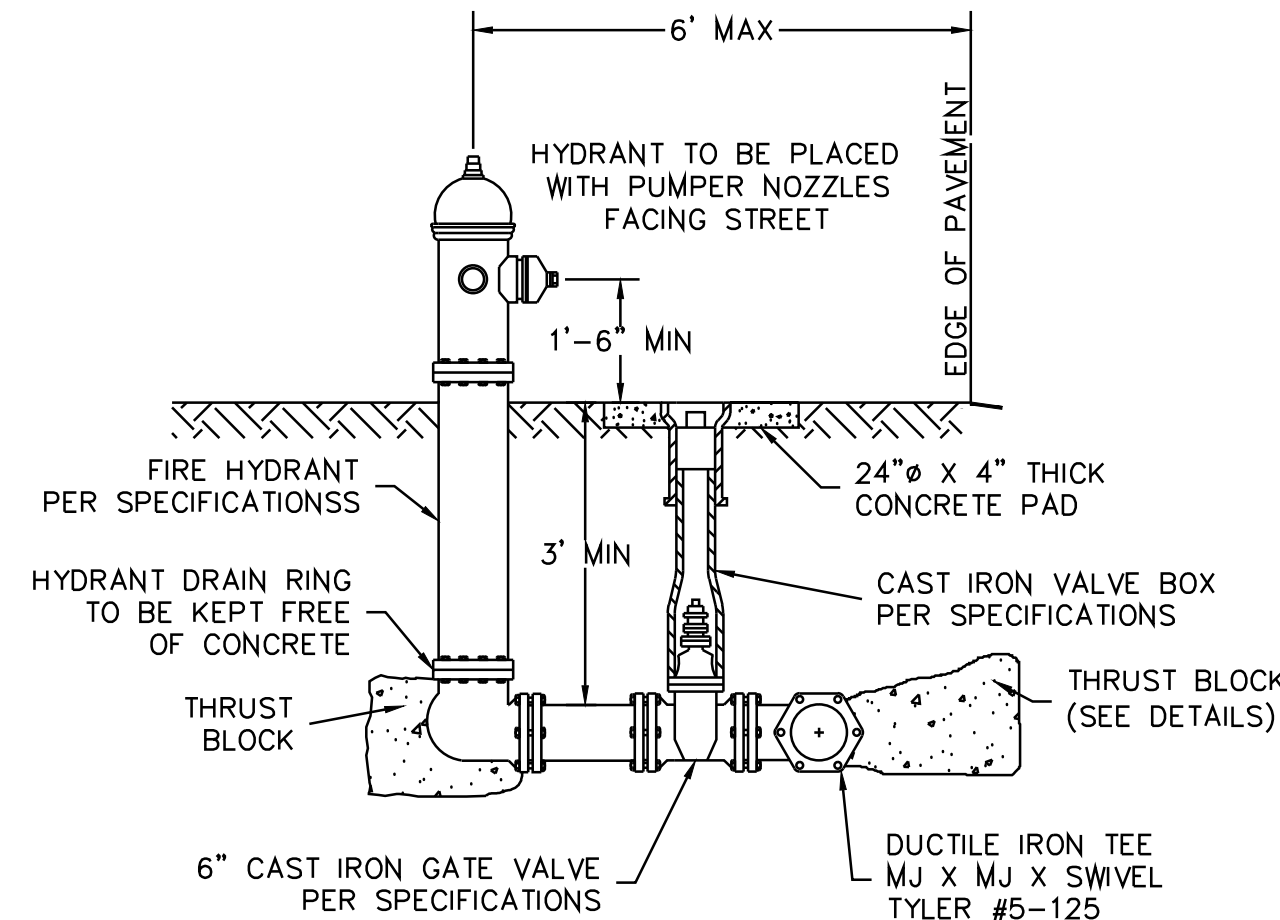
- PIPE TRENCHES OUTSIDE ROADWAY WILL REQUIRE CLEAN EARTH BACKFILL FROM ORIGINAL MATERIAL OR SELECTED EARTH (PER FDOT INDEX 505) IN 6" LIFTS AT 95% COMPACTION FOR EACH LIFT.
- THE PIPE O. D. REFERS TO OUTSIDE EDGES OF MULTIPLE PIPES.
- THE VALUE OF "R" IS THE MIN AMOUNT OVERLAY OF EXISTING ASPHALT PER "TABLE 1" PAST THE OPEN CUT. THIS DISTANCE MAY BE INCREASED DEPENDING ON PROJECTS LIMITS.

TABLE 1

ROAD TYPE	R
LOCAL ROAD	2'
COLLECTOR ROAD UP TO 45 MPH	15'
COLLECTOR ROAD GREATER THAN 45 MPH	25'

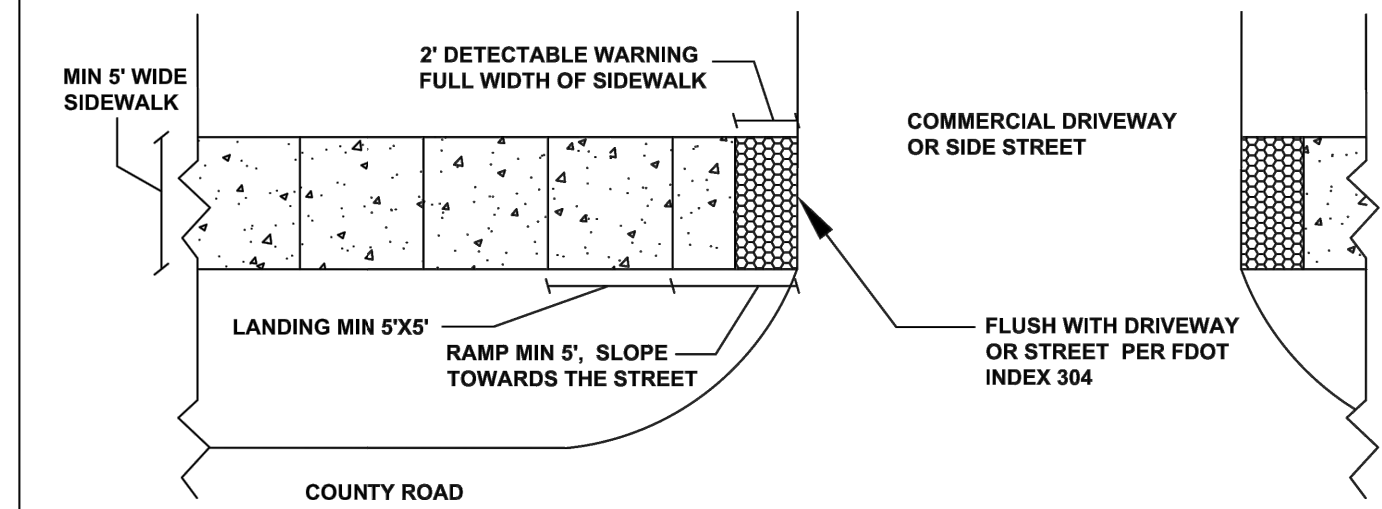
OPEN CUTS WILL NOT BE ALLOWED UNLESS SPECIFICALLY AUTHORIZED BY LAKE COUNTY PUBLIC WORKS DEPARTMENT

SECTION	TOWNSHIP	RANGE	DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	OPEN CUT DETAIL FOR LAKE COUNTY MAINTAINED ROADS	CAD FILE STD0CP
DESIGNED: FJS	DATE: FEB 2012		DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 437 ARDICE AVE. EUSTIS, FLORIDA 32726	SIGNATURE	
DRAWN: SNE	DATE: FEB 2012			DATE	SHEET #
APPROVED: FJS	DATE: FEB 2012			DATE	1

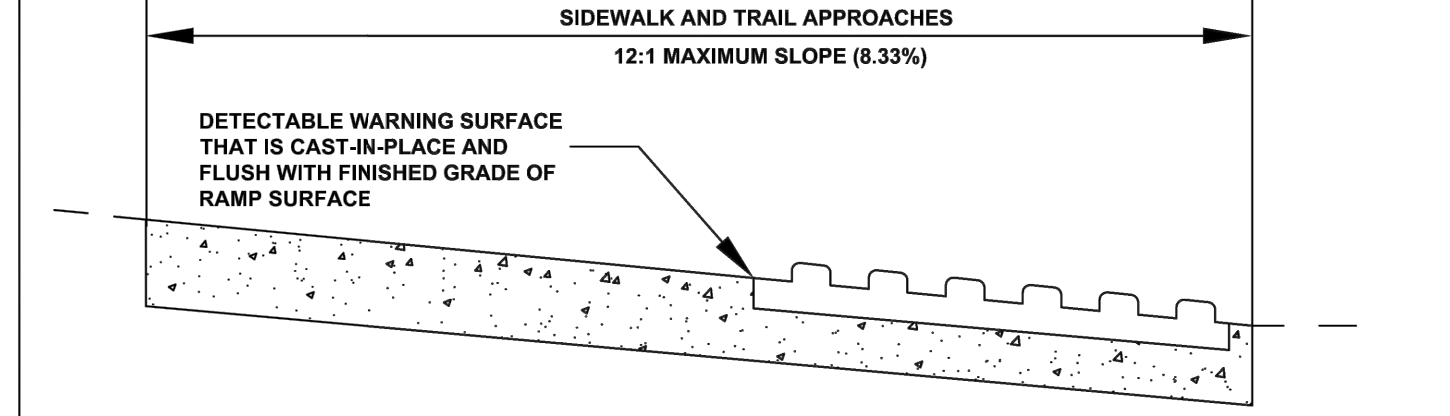


FIRE HYDRANT WITH VALVE

TYPICAL CAST-IN-PLACE OR WET SET DETECTABLE WARNING MAT DETAIL



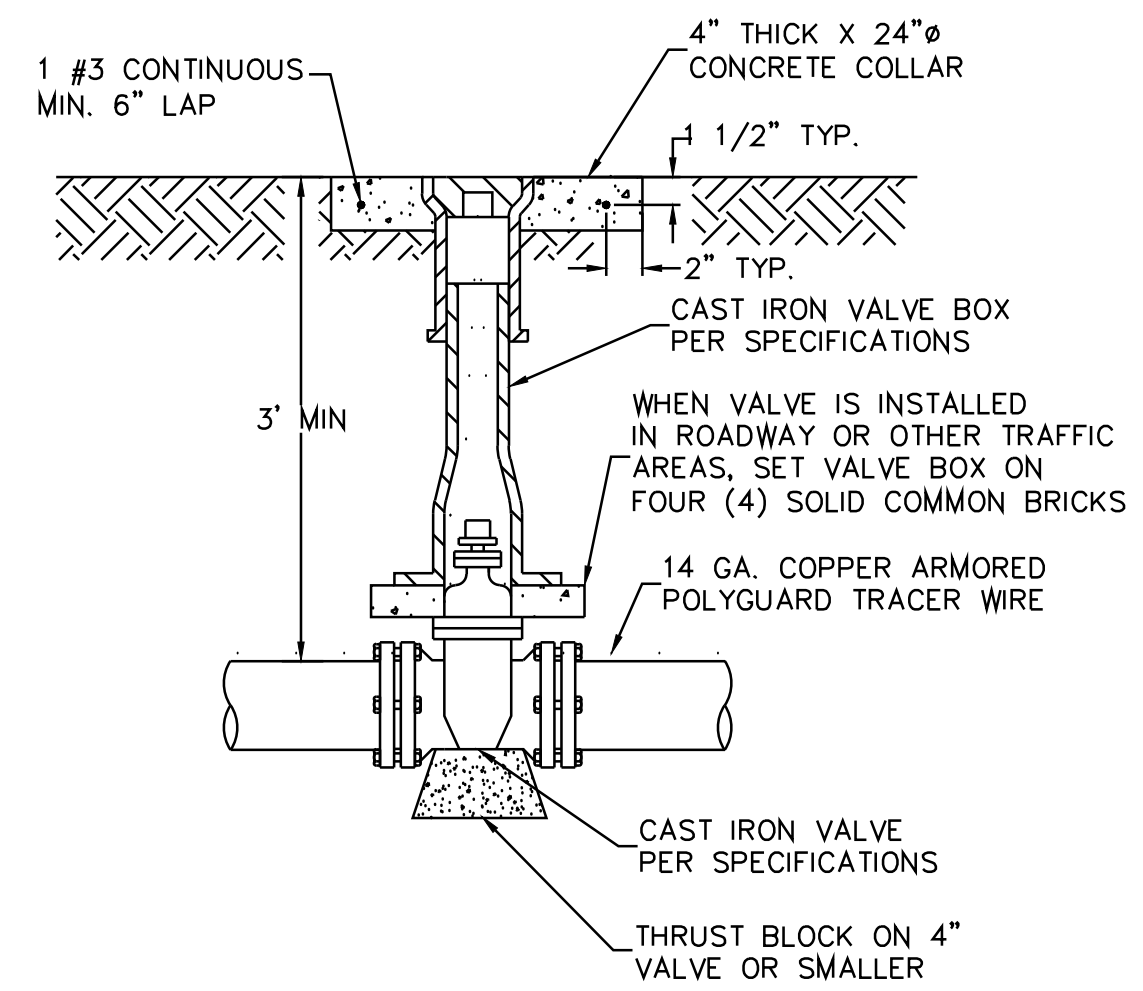
- NOTES:
- ALL SIDEWALKS AND TRAILS INTERSECTING CURBED ROADWAYS AND COMMERCIAL DRIVEWAYS SHALL HAVE CONCRETE CURB RAMP, REFER TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN STANDARDS 304 AND 310.
 - ALL SIDEWALK AND TRAIL INTERSECTIONS WITH UNCURBED DRIVEWAYS TWENTY FOUR FEET AND WIDER AND UNCURBED ROADWAYS SHALL HAVE A CONCRETE APRON EXTENDING THE FULL WIDTH OF THE TRAIL OR MINIMUM OF FIVE (5) FEET. ALL SIDEWALK AND TRAIL APPROACHES SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE APPROACH AND TWENTY FOUR (24) INCHES IN THE DIRECTION OF TRAVEL.
 - ALL DETECTABLE WARNING SURFACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT SPECIFICATION 527, FDOT DESIGN STANDARDS 304, ADA SPECIFICATIONS, AND BE INSTALLED SUCH THAT THE EDGE OF THE DETECTABLE WARNING SURFACE IS FLUSH WITH THE FINISHED GRADE OF THE APPROACH SURFACE.
 - DETECTABLE WARNING SURFACES WITHIN COUNTY RIGHT-OF-WAY SHALL BE EITHER CAST-IN-PLACE, LIQUID APPLIED, OR THERMOPLASTIC APPLIED MAT. THE SUPPLIERS FOR THESE TWO TYPES OF DETECTABLE WARNING SURFACES MUST BE APPROVED ON THE MOST RECENT FDOT APPROVED PRODUCT LIST (APL) SPECIFICATION 527 DETECTABLE WARNINGS ON WALKING SURFACES.
 - WHEN DETECTABLE WARNING SURFACE IS INSTALLED IN A CURB WHERE CANNOT BE FLUSH WITH THE DRIVEWAY OR STREET THE FURTHEST EDGE SHALL BE INSTALLED NO GREATER THAN 9" FROM BACK OF CURB OR EDGE OF PAVEMENT.
 - THE COLOR OF THE DETECTABLE WARNING MAT SHALL BE EITHER BRICK RED OR SAFETY YELLOW.



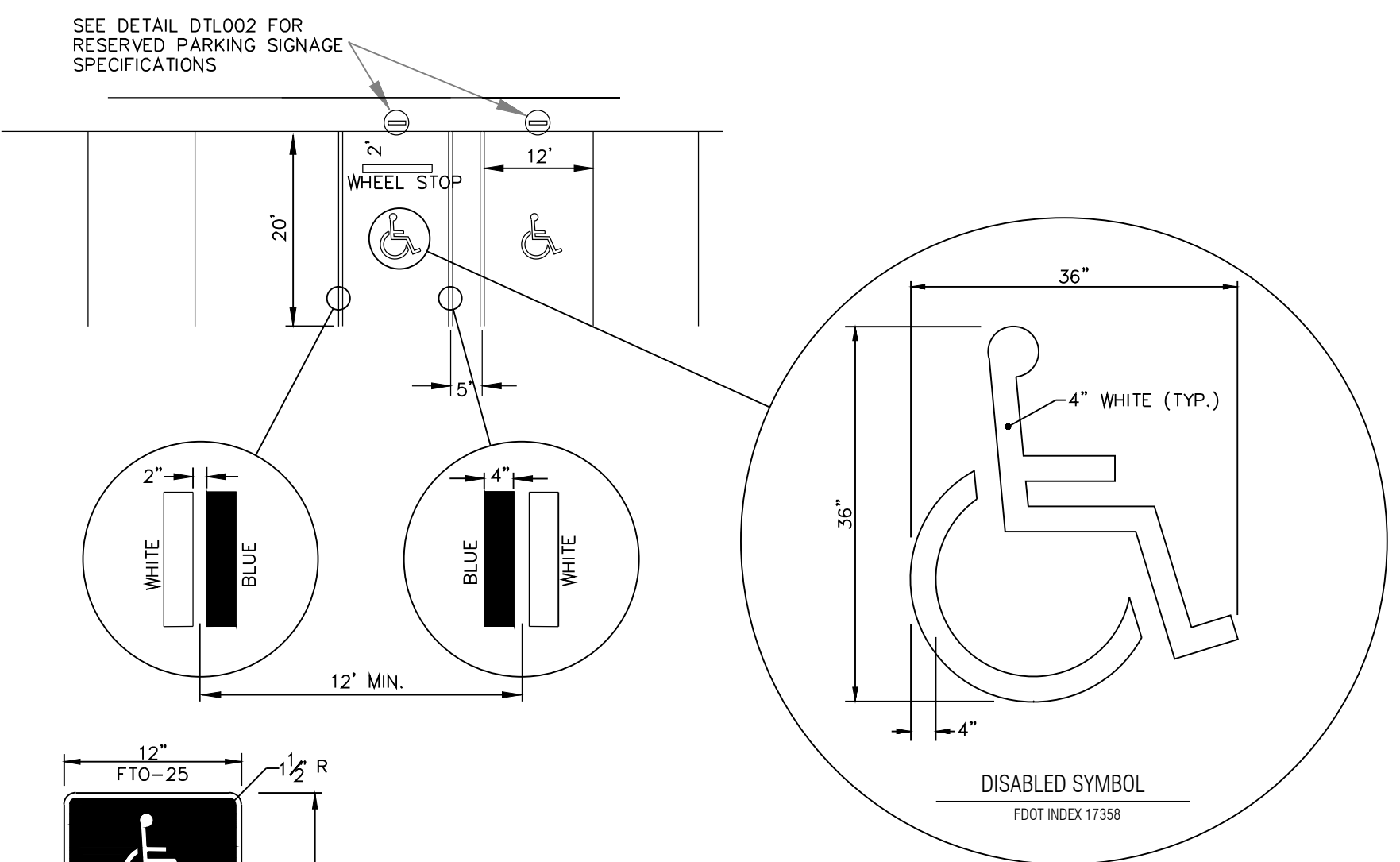
SCALE: N.T.S.

LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	S. - 00	T. - 00	R. - 00	REVISION	DATE	CAD. NO.
DESIGNED: SNE	DATE: APR 2015					
DRAWN: SNE	DATE: APR 2015					
APPROVED: SNE	DATE: APR 2015					

SIDEWALK RAMP APPROACHES	CAD. NO.
CAST-IN-PLACE (WET SET)	
DETECTABLE WARNING MATS	
	01 of 03



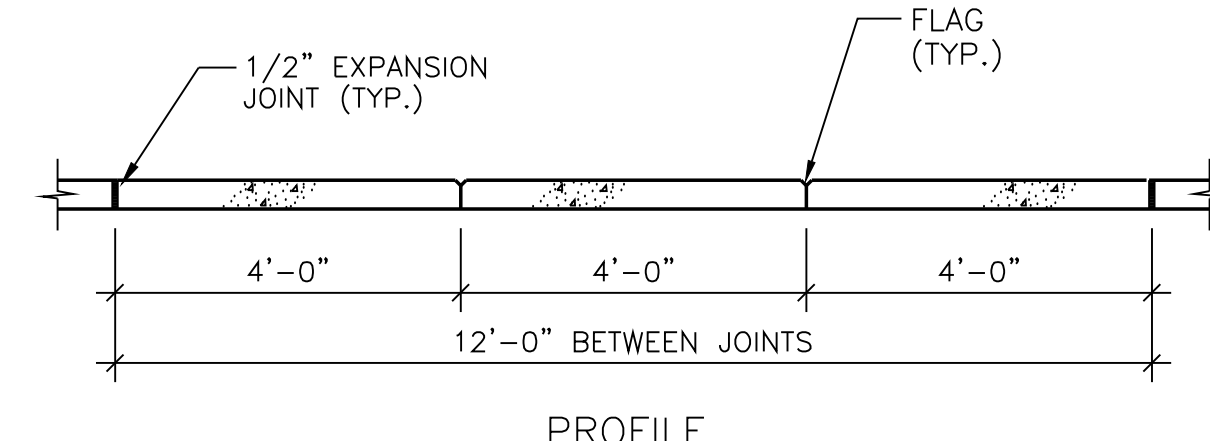
GATE VALVE WITH BOX



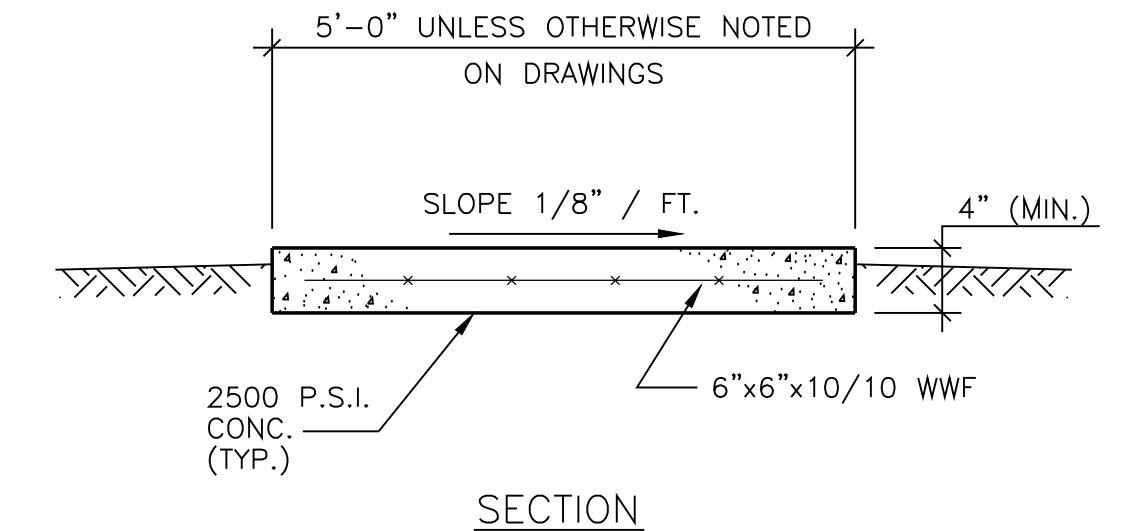
HANDICAP PARKING STRIPING FOR SINGLE SPACES

- NOTE: (HANDICAP SIGN ONLY)
- ALL LETTERS SHALL BE BLACK AND 1" IN HEIGHT. LETTERS ARE TO BE SERIES "B" OR "C", PER MUTCD.
 - TOP PORTION OF SIGN SHALL HAVE REFLECTORIZED (ENGINEERING GRADE) BLUE BACKGROUND WITH WHITE REFLECTORIZED LEGEND AND BORDER.
 - BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH BLACK BORDER.
 - ONE SIGN REQUIRED FOR EACH PARKING SPACE.
 - HEIGHT OF SIGN SHALL BE IN ACCORDANCE WITH SECTION 24-23 OF THE MANUAL ON UNIFORMED TRAFFIC CONTROL DEVICES (MUTCD)

- NOTES:
- EACH SUCH PARKING SPACE SHALL BE CONSPICUOUSLY OUTLINED IN BLUE PAINT, AND SHALL BE POSTED AND MAINTAINED WITH A PERMANENT, ABOVE GRADE SIGN BEARING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY, OR THE CAPTION "PARKING BY DISABLED PERMIT ONLY" OR BEARING BOTH SUCH SYMBOL AND CAPTION. SUCH SIGNS SHALL NOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE. ALL HANDICAPPED PARKING SPACES MUST BE SIGNED AND MARKED IN ACCORDANCE WITH THE STANDARDS ADOPTED BY THE DEPARTMENT OF TRANSPORTATION. THE CITY OF TAVARES DISCOURAGES VARIATIONS FROM THE STANDARD.
 - FL DOT RECOMMENDS MEASURING PARKING SPACE WIDTH FROM CENTER TO CENTER BETWEEN BLUE AND WHITE STRIPES.
 - THIS DETAIL IS PROVIDED TO SUPPORT LDC SECTION 3.41.3.2



CONCRETE WALKWAY DETAIL NOT TO SCALE



SECTION

CITY OF FRUITLAND PARK
LIBRARY
DETAILS

BESH10
BOOTH ERN STRAUGHAN AND HOTT YEARS
ENGINEERS SURVEYORS LAND PLANNERS
Tavares, Florida 32778
Office: 352.343.8885
Fax: 352.343.8885
Certificate of Authorization Number: 27029
Good... Better... BESH!

DATE:	APRIL 2017
DESIGNED BY:	BT
DRAWN BY:	RON
CHECKED BY:	DKB
JOB NO.:	081040.0045
FILE NAME:	COP LIBRARY
Sheet 9	

DUANE K. BOOTH, P.E.
PROFESSIONAL ENGINEER NO. 44631



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lassiter-Ware Insurance of Leesburg 1317 Citizens Blvd. Leesburg FL 34748	CONTACT NAME: Marsha Johnson PHONE (A/C No. Ext): (800) 845-8437 E-MAIL ADDRESS: MarshaJ@lassiter-ware.com FAX (A/C No): (888) 883-8680
INSURED Paqco, Inc. DBA: Paquette Co. 101 Weber Ave. Leesburg FL 34748	INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Insurance Company NAIC # 19488 INSURER B: Amerisure Partners Insurance NAIC # 11050 INSURER C: Amerisure Mutual Insurance Company NAIC # 23396 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 17-18 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. TR.	TYPE OF INSURANCE	ADDL. INSD.	SUBR. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> FRO-JECT <input type="checkbox"/> LOC OTHER:			CPP20598380702	2/23/2017	2/23/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA20598370905	2/23/2017	2/23/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 100,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTIONS 0			CU20598400702	2/23/2017	2/23/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) I was. Describe later: DESCRIPTION OF OPERATIONS below		N/A	VC20747480602	2/23/2017	2/23/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Leased Equipment			CPP20598360702	2/23/2017	2/23/2018	500,000
A	Installation Floater			CPP20598380702	2/23/2017	2/23/2018	150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATIONAL PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Larry Humes/MARSHJ

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AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Paqco, Inc.
101 Weber Avenue, Leesburg, FL 34748
(352) 365-0006

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

OWNER:

(Name, legal status and address)

City of Fruitland Park
506 W. Berckman Street, Fruitland Park, FL 34731
(352) 360-6727

CONSTRUCTION CONTRACT

Date: February 7, 2018

Amount: \$604,395.00

Description: *(Name and Location)*

Fruitland Park Public Library
Northeast Corner of Intersection of Rose Avenue and W. Berckman Street, Fruitland Park, Florida

BOND

Date: February 21, 2018

Amount: \$604,395.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

Paqco, Inc.

X:  Vice President
Name and Title:

SURETY

Company: _____ *(Corporate Seal)*

Berkley Insurance Company

X: Brett A. Ragland
Name and Title: Brett A. Ragland, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

Johnson & Company
801 N. Orange Ave., Ste 510, Orlando, FL 32801
(407) 843-1120

OWNER'S REPRESENTATIVE:

(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract;

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
Paqco, Inc. *(Corporate Seal)*

X: _____
Name and Title: _____

SURETY

Company: _____ *(Corporate Seal)*

X: _____
Name and Title: Brett A. Ragland, Attorney-in-Fact



AIA DOCUMENT A312-2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Paqco, Inc.
101 Weber Avenue, Leesburg, FL 34748
(352) 365-0006

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

OWNER:

(Name, legal status and address)

City of Fruitland Park
506 W. Berckman Street, Fruitland Park, FL 34731
(352) 360-6727

CONSTRUCTION CONTRACT

Date: February 7, 2018

Amount: \$604,395.00

Description: *(Name and Location)*

Fruitland Park Public Library
Northeast Corner of Intersection of Rose Avenue and W. Berckman Street, Fruitland Park, Florida

BOND

Date: February 21, 2018

Amount: \$604,395.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*
Paqco, Inc.

X:  Vice President
Name and Title:

SURETY

Company: _____ *(Corporate Seal)*
Berkley Insurance Company

X: Brett A. Ragland
Name and Title: Brett A. Ragland, Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

Johnson & Company
801 N. Orange Ave., Ste 510, Orlando, FL 32801
(407) 843-1120

OWNER'S REPRESENTATIVE:

(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
Paqco, Inc.

SURETY

Company: _____ (Corporate Seal)

X: _____
Name and Title:

X: _____
Name and Title:

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Joseph D. Johnson, Jr.; Brett A. Ragland; Francis T. O'Reardon; Joseph D. Johnson, III; JoAnn H. Bebout; Diedre A. Sullivan; John Scott Harris; or Kanani H. Cordero of Joseph D. Johnson & Company of Orlando, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27th day of April, 2016.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Senior Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 27th day of April, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Marie C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 21st day of February, 2018.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Project Tracker

<i>PROJECT</i>	<i>Applicant</i>	<i>Date Applied</i>	<i>Date Approved</i>	<i>Status</i>	<i>Notes</i>
First Baptist Church (Village Park)					
Mass Grading Application	FBA	10/17/2017	3/27/2018	Applicant to Proceed As Issued	No Activity As of Date
Site Plan Application	FBA	3/12/2018	N/A	RAI #1 3/20/2018	FBA to Respond to RAI
Gardenia East Subdivision					
Annexation, LSCPA & Rezoning	Wick's Engineering	12/18/2017	N/A	*Scheduled for P&Z 4/19/2018	Applicant Submitted 2 RAI's
Hurst Ave Vacate					
50' Platted ROW Vacate	Lk Cnty School Board/City of FP	N/A	N/A	*Scheduled for P&Z 4/19/2018	
Phillips Scrivener Error					
Correction of Legal Description	City of FP	N/A	N/A	*Scheduled for P&Z 4/19/2018	
The Glen					
Final Phase Development	Sayed Moukhtara	N/A	N/A	Final Phases 11 & 13	In process of proceeding
4 Corners (Ken Wagner)					
Major Site Plan Application	4 Corners Property Solutions, LLC	1/5/2018	N/A	Engineer Riddle to Re-submit App.	No Action as of Date
WTG Properties (Goodridge)					
Rezoning Application	Chuck Johnson	10/9/2017	N/A	Application Withdrawn 1/25/2018	No Further Action of Date



AGENDA ITEM
NUMBER

6b

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	City Attorney Report		
For the Meeting of:	April 12, 2018		
Submitted by:	City Attorney		
Date Submitted:	April 3, 2018		
Are Funds Required:		Yes	<input checked="" type="checkbox"/> No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:			
Description of Item:	<p>Please find below items to report to the City Commission.</p> <p><u>Notice of Claim – James Hartson:</u> No developments to report.</p> <p><u>Notice of Claim – Larry Odum:</u> No developments to report.</p>		
Action to be Taken			
Staff's Recommendation:			
Additional Comments:			

Reviewed by: _____

Authorized to be placed on the Regular Consent agenda: _____

Mayor

AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY
AND
MUNICIPALITIES
RELATING TO
LOCAL OPTION FUEL TAX

THIS AMENDED AND RESTATED AGREEMENT (“Agreement”) entered into by and between the Board of County Commissioners of Lake County, Florida, hereinafter referred to as “County”, and the Municipalities who have signed this Agreement, hereinafter referred to as “Municipalities”.

WHEREAS, Section 336.025 (1)(a), Florida Statutes, allows the governing body of a county to impose, in addition to other taxes allowed by law, a one-cent, two-cent, three-cent, four-cent, five-cent, or six-cent local option fuel tax, upon every gallon of motor fuel and diesel fuel sold in that county and taxed under Chapter 206, Florida Statutes; and

WHEREAS, County imposed the first two cents (the first and second cents) in 1984 beginning September 1, 1984 for an initial period of ten years, and subsequently extended it further until December 31, 2043; and

WHEREAS, County imposed the second two cents (the third and fourth cents) beginning September 1, 1985 for an initial period of thirty years, and subsequently extended it further until December 31, 2043; and

WHEREAS, County imposed the third two cents (the fifth and sixth cents) in 1986 beginning September 1, 1986 for an initial period of thirty years, and subsequently extended it further until December 31, 2043; and

WHEREAS, on or about May 29, 2014, the County and Municipalities entered into an Interlocal Agreement Relating to Local Option Fuel Tax (“Initial Agreement”) setting forth a formula for distribution of the one-cent, two-cent, three-cent, four-cent, five-cent, or six-cent local option fuel tax, collectively known as the “6-Cent Gas Tax;” and

WHEREAS, Section 336.025(1)(b), Florida Statutes allows the governing body of a county to impose, in addition to other taxes allowed by law, a 1-cent, 2-cent, 3-cent, 4-cent, or 5-cent local option fuel tax upon every gallon of motor fuel sold in a county and taxed under the provisions of part I, Chapter 206, Florida Statutes, known as the “5-Cent Gas Tax;” and

WHEREAS, County is considering levying, subject to approval by a referendum, a 5-cent local option fuel tax upon every gallon of motor fuel sold in Lake County allowed by Section 336.025(1)(b), Florida Statutes; and

WHEREAS, Section 336.025(1)(b)(2), Florida Statutes, authorizes the County to enter into interlocal agreements with one or more municipalities located herein, representing a majority of the population of the incorporated area within the county, setting forth a distribution formula for dividing the entire proceeds of the local option fuel tax among county government and all eligible municipalities within the county; and

WHEREAS, Municipalities are desirous of entering into an amended and restated agreement with each other and with the County to amend the Initial Agreement in order to restate the formula for the distribution of the imposed 6-Cent Gas Tax and to set forth a formula for the distribution of the 5-Cent Gas Tax, should any or all of the 1-cent, 2-cent, 3-cent, 4-cent, or 5-cent local option fuel tax be approved by referendum.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, and covenants hereinafter set forth, and intending to be legally bound, County and Municipalities hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.
2. **Authority.** This Interlocal Agreement is entered into by County and Municipalities pursuant to the authority provided by Section 336.025, Florida Statutes, and Section 163.01, Florida Statutes.
3. **Scope of Agreement.** This Agreement shall apply to all or any of the 6-Cent Gas Tax authorized in Section 336.025(1)(a), Florida Statutes. This Agreement shall also apply to the levy of the 5-Cent Gas Tax authorized in Section 336.025(1)(b), Florida Statutes, should such 5-Cent Gas Tax be imposed by County and approved by referendum. This Agreement shall not apply to the one-cent tax on every net gallon of motor and diesel fuel sold in Lake County which is known as the Ninth-Cent Fuel Tax and which is authorized by Section 336.021(1)(a), Florida Statutes.
4. **Effective Date; Existing Agreements.**
 - a. This agreement shall become effective upon the date that it is approved by the County and Municipalities representing a majority of the incorporated population of Lake County.
 - b. The Initial Agreement Relating to Local Option Fuel Tax dated May 29, 2014 and any other previous agreement between the parties relating to local option fuel tax or gas tax shall be replaced by this Agreement upon its Effective Date and the formula shall continue to be implemented by the Department of Revenue.
5. **6-Cent Gas Tax Distribution Formula.** County and Municipality agree that the proceeds of the 6-Cent Gas Tax levied upon every gallon of motor fuel and diesel fuel sold in Lake County, shall be distributed between County and Municipalities within Lake County based on the formula as follows:

- a. County Share. Beginning September 1, 2014 and thereafter, 66.38% of the 6-Cent Gas Tax shall be distributed to County.
- b. Municipal Share. Beginning September 1, 2014, and thereafter, the municipal share of the 6-Cent Gas Tax shall be distributed to Municipalities in Lake County as follows: one-half (1/2) of the proceeds shall be based on the population distribution among each municipality and one-half (1/2) of the proceeds shall be based upon road miles of public roads maintained by each municipality. Population shall be determined utilizing the population estimates provided to the Governor by the Office of Economic and Demographic Research as provided in Section 186.901, Florida Statutes. Maintained road miles shall be determined from information reported by municipalities to the Florida Department of Transportation as provided in Section 218.322, Florida Statutes. The percentages set forth in this paragraph shall be recalculated each year beginning January 1, 2016, and the newly calculated percentages shall become effective on January 1st of each following year.
- c. The County Manager, or designee, is hereby directed to determine the percentage allocations as provided in this section and to provide copies to all Municipalities within Lake County, and to the Department of Revenue prior to October 1 of each year that the 6-Cent Gas Tax is in effect.
- d. County and municipal governments shall utilize moneys received from the 6-Cent Gas Tax only for transportation expenditures defined as expenditures by the local government from local or state shared revenue sources, excluding expenditures of bond proceeds, for the following programs:
 - i. Public transportation operations and maintenance.
 - ii. Roadway and right-of-way maintenance and equipment and structures used primarily for the storage and maintenance of such equipment.
 - iii. Roadway and right-of-way drainage.
 - iv. Street lighting installation, operation, maintenance, and repair.
 - v. Traffic signs, traffic engineering, signalization, and pavement markings, installation, operation, maintenance, and repair.
 - vi. Bridge maintenance and operation.
 - vii. Debt service and current expenditures for transportation capital projects in the foregoing program areas, including construction or reconstruction of roads and sidewalks.
- e. Any dispute as to the determination of distribution proportions shall be resolved as provided in Section 336.025(5)(b), Florida Statutes.

6. **5-Cent Gas Tax Distribution Formula.** If the levy of any or all of the 5-Cent Gas Tax is imposed by County and approved by referendum, County and Municipality agree that the proceeds of the 5-Cent Gas Tax shall be distributed as follows:

- a. County Share. Beginning on the statutory effective date, 66.38% of the 5-Cent Gas Tax shall be distributed to County.
- b. Municipal Share. Beginning on the statutory effective date, the municipal share of the 5-Cent Gas Tax shall be distributed to Municipalities in Lake County as follows: one-half (1/2) of the proceeds shall be based on the population distribution among each municipality and one-half (1/2) of the proceeds shall be based upon road miles of public roads maintained by each municipality. Population shall be determined utilizing the population estimates provided to the Governor by the Office of Economic and Demographic Research as provided in Section 186.901, Florida Statutes. Maintained road miles shall be determined from information reported by municipalities to the Florida Department of Transportation as provided in Section 218.322, Florida Statutes. The percentages set forth in this paragraph shall be recalculated each year beginning January 1st and the newly calculated percentages shall become effective on January 1st of each following year.
- c. The County Manager, or designee, is hereby directed to determine the percentage allocations as provided for herein and to provide copies to all Municipalities within Lake County, and to the Department of Revenue prior to October 1 of each year that the 5-Cent Gas Tax is in effect.
- d. County and municipal governments shall utilize moneys received from the 5-Cent Gas Tax for transportation expenditures needed to meet the requirements of the capital improvements element of an adopted comprehensive plan or for expenditures needed to meet immediate local transportation problems and for other transportation-related expenditures that are critical for building comprehensive roadway networks. Pursuant to Section 336.025(1)(b)(3), Florida Statutes, expenditures for the construction of new roads, the reconstruction or resurfacing of existing paved roads, or the paving of existing graded roads shall be deemed to increase capacity and such projects shall be included in the capital improvements element of an adopted comprehensive plan; provided, however, expenditures for the routine maintenance of roads shall not be an allowable expense.
- e. Any dispute as to the determination of distribution proportions shall be resolved as provided in Section 336.025(5)(b), Florida Statutes.

7. **Term of Agreement; Modification; Severability.**

- a. Once effective, this agreement shall remain in effect until modified or terminated by the parties, or until the termination of the local option fuel taxes.
- b. This Agreement may be modified or terminated only by agreement in writing and approved by County and Municipalities representing a majority of the unincorporated population within Lake County, Florida.
- c. The parties shall review and hold public hearings on the terms of this Agreement every ten (10) years.
- d. 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.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Amended and Restated Interlocal Agreement Regarding Local Option Fuel Tax as of the dates set forth below:

ATTEST:

LAKE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Neil Kelly, Clerk of the Board of
County Commissioners
of Lake County, Florida

Timothy I. Sullivan, Chairman
This ____ day of _____, 2018.

Approved as to form and legality:

Melanie Marsh
County Attorney

Amendment to Interlocal Agreement Between Lake County and Municipalities Relating to Local Option Fuel Tax_ 2018 (5cent)

MUNICIPALITY

Printed Name: _____

This ___ day of _____, 20___.

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

From: Anita Geraci
To: [Gary La Venia](#)
Cc: [Esther Coulson](#); [Susan Wright](#)
Subject: 5 cent Fuel Tax Interlocal Amendment
Date: Friday, March 30, 2018 5:32:52 PM
Attachments: [5 cent Fuel Tax Interlocal Amd 2.7.18.pdf](#)

Gary,

On Tuesday, March 27 the Board of County Commissioners of Lake County approved moving the issue of imposing an additional local option sales tax on motor vehicle fuel sold to the November ballot for the public to vote on. The County is requesting each local government consider approving the revised interlocal agreement (attached) which provides for the formula for sharing of the tax revenues.

The formula remains the same as for the current tax sharing even though the County is turning over or at least trying to turn over more roads to the cities as they are improved.

Please let me if you wish to discuss and if you want me to prepare a resolution on this item for a future Commission agenda, and if so, the agenda date. The County is tracking each of the cities dates for consideration to report back to the BCC.

Thank you,

Anita

Board Certified in City, County & Local Government Law



1560 Bloxam Avenue
Clermont, Florida 34711
(352) 243-2801
(352) 243-2768 facsimile

Please note if your communication with me relates to my position as City Attorney, Town Attorney or College Board Attorney: Florida has a very broad public records law. Most written communications to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communication may therefore be subject to public disclosure.

This message contains legally privileged and confidential information intended only for the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any review, dissemination, distribution or copying of this communication is prohibited. If this communication was received in error, please notify the sender and promptly delete this message from your computer. Thank you.



LAKE COUNTY
FLORIDA

Real Florida. Real Close.

COUNTY ATTORNEY'S OFFICE

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dmjohnson@lakecountyfl.gov

MELANIE MARSH*
County Attorney
mmarsh@lakecountyfl.gov

MATTHEW MOATS
Assistant County Attorney
mmoats@lakecountyfl.gov

*Board Certification in City, County and Local Government Law

April 3, 2018

Anita R. Geraci-Carver, Esquire
1560 Bloxam Avenue
Clermont, FL 34711

RE: Renewal of Countywide Municipal Service Taxing Unit for Ambulance and Emergency Medical Services – for City of Fruitland Park

Dear Anita:

The City adopted Ordinance No. 2015-006, consenting to the inclusion by Fruitland Park within Lake County's Countywide Municipal Service Taxing Unit for Ambulance and Emergency Medical Services. The consent was for a period of three (3) years and will expire July 12, 2018.

Please advise if the City is considering amending its Ordinance to remain a part of the MSTU and provide our office with a copy of the amended/new Ordinance once approved. If not, please advise me of the same.

Also, would the City consider changing the expiration from a three (3) year term to a longer term of even a no expiration date? Currently, we have four cities with no expiration date. Let me know if this is something the City would be interested in.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Melanie Marsh
County Attorney

MM/jc
99-148

cc: Christopher Cheshire, Mayor
Esther B. Coulson, City Clerk

ORDINANCE 2015-006

County Attorney
RECEIVED
JUL 08 2015

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, CONSENTING TO THE INCLUSION OF THE CITY OF FRUITLAND PARK, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT (MSTU) OF THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MSTU FOR A SPECIFIED TERM OF THREE (3) YEARS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lake County has created a non-profit corporation to provide ambulance services in Lake County; and

WHEREAS, Lake County has determined that the best mechanism to secure the necessary funding to provide said ambulance service is to create a county-wide municipal taxing unit authorizing the county to levy ad valorem taxes therein for the provision of ambulance and emergency medical services, and has enacted an ordinance creating that municipal service taxing unit; and

WHEREAS, Section 125.01(1)(q), Florida Statutes, provides that the boundaries of a municipal service taxing unity may include all or part of the boundaries of a municipality if the affected municipality consents, by ordinance, to be included therein; and

WHEREAS, the City Commission of the City of Fruitland Park previously determined, as set forth in Ordinance 2014-010, that it is in the best interest of and served the health, safety and general welfare of the residents of Fruitland Park to include the City of Fruitland Park within the Lake County municipal service taxing unit for ambulance and emergency services; and

WHEREAS, Lake County's ordinance expressed its intent to include the City of Fruitland Park within the boundaries of the "Lake County Municipal Service Taxing Unity for Ambulance and Emergency Medical Services," subject to the adoption of an approving ordinance by the City Commission of the City of Fruitland Park; and

WHEREAS, the consent as set forth in approving Ordinance 2014-010 is due to expire on July 12, 2015; and

WHEREAS, the City Commission of the City of Fruitland Park desires to extend such consent for an additional three (3) year term.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA:

Section 1. The City Commission of the City of Fruitland Park hereby consents to the inclusion of the City of Fruitland Park within the boundaries of the "Lake County Municipal Service Taxing Unit for Ambulance and Emergency Medical Services."

Section 2. This consent shall be effective until July 12, 2018; thereby extending the consent term as previously approved in City Ordinance 2014-010 for an additional three (3) years.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Section 4. This Ordinance shall be codified and included in the Municipal Code by the appropriate party. The section of this ordinance may be renumbered or reentered, and the word "Ordinance" may be changed to "Section", "Article", or other appropriate designation.

Section 5. This Ordinance shall take effect immediately upon final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED and ORDAINED this 25th day of July, 2015, by the City Commission of the City of Fruitland Park, Florida.



Christopher J. Bell, Mayor

Attest: 

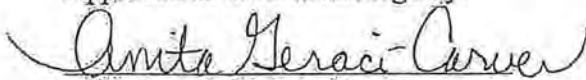
Esther Coulson, City Clerk

Vice-Mayor Cheshire	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner Gunther	<input type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input checked="" type="checkbox"/>	(Absent)
Commissioner Lewis	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner Ranize	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Mayor Bell	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)

First Reading June 11, 2015

Second Reading June 25, 2015

Approved as to form and legality:



Anita Geraci-Carver, City Attorney



AGENDA ITEM NUMBER 7

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Public Comments			
For the Meeting of:	April 12, 2018			
Submitted by:	City Clerk			
Date Submitted:	April 4, 2018			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Item:				
<p>This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the City Commission at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.</p> <p>Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the City Commission. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the City Commission addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.</p>				
Action to be Taken: None.				
Staff's Recommendation:				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the agenda: _____
Mayor¹

RESOLUTION 2013 -023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A PUBLIC PARTICIPATION POLICY WITH REGARD TO MEETINGS OF CITY BOARDS AND COMMISSIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to adopt a public participation policy for meetings of the City's boards and commissions; and

WHEREAS, the City Commission accordingly desires to pass this Resolution 2013-023 to do so.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AS FOLLOWS:

Section 1. The following Public Participation Policy shall apply to meetings of City boards or commissions as provided herein.

Sec. 1. Citizen's Rights

(a) Definition. For the purposes of this section, "board or commission" means a board or commission of the City of Fruitland Park.

(b) Right to be Heard: Members of the public shall be given a reasonable opportunity to be heard on a proposition before a City board or commission except as provided for below. Public input shall be limited to three (3) minutes. This right does not apply to:

1. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;
2. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
3. A meeting that is exempt from §286.011; or
4. A meeting during which the Commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

Sec. 2. Suspension and Amendment of these Rules

(a) Suspension of these Rules: Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of the Commission.

(b) Amendment of these Rules: These rules may be amended or new rules adopted by resolution.

- (c) Effect of Variance from Rules: The failure to follow this Public Participation Policy shall not be grounds for invalidating any otherwise lawful act of the City's boards or commissions.

Section 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Resolution.

Section 3. This Resolution shall become effective immediately upon passage.

RESOLVED this 26 day of September, 2013, by the City Commission of the City of Fruitland Park, Florida.



Christopher J. Bell, Mayor

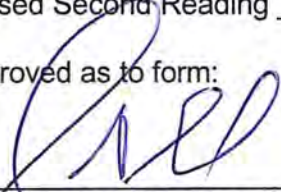
ATTEST:


MARIE AZZOLINO, Acting City Clerk

Passed First Reading 9/26/2013

Passed Second Reading N/A

Approved as to form:


SCOTT A. GERKEN, City Attorney