

**FRUITLAND PARK CITY COMMISSION  
REGULAR MEETING AGENDA**

**July 14, 2022**

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

**6:00 p.m.**

- 1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE**  
Invocation – Pastor Jerry Roames, Connection Point Ministries Church  
  
Pledge of Allegiance – Police Chief Erik Luce
- 2. ROLL CALL**
- 3. COMMUNITY REDEVELOPMENT AGENCY**  
On or before 6:15 p.m. recess to the CRA
- 4. CONSENT AGENDA**  
**Approval of Minutes** (city clerk)  
June 23, 2022 regular meeting
- 5. REGULAR AGENDA**
  - (a) Resolution 2022-030 Flow Test Fire Hydrant Inspection Agreement** (city attorney/city manager/public works director)  
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING QUOTATION 1033636 – LIFE SAFETY AGREEMENT - INSPECTION SERVICES FROM WAYNE AUTOMATIC FIRE SPRINKLERS, INC. IN THE AMOUNT OF \$13,750.00 TO CONDUCT NFPA 25 ANNUAL FIRE HYDRANT TESTING OF 275 FIRE HYDRANTS OWNED BY THE CITY OF FRUITLAND PARK; ROVIDING FOR AN EFFECTIVE DATE.
  - (b) Flow Test Fire Hydrant Inspection Quotes** (city manager/public works director )  
Motion to consider staff’s recommendation on the following quotes:
    - Wayne Automatic Fire Sprinklers \$13,750
    - VSCFS Fire and Security \$17,875,
    - United Fire Protection (not provided), and
    - Eagle Fire Protection (no response)

- (c) **FY 2022-23 Street Paving Quote** (city manager/public works director)  
Motion to consider the FY 2022-23 street paving quote from Paqco Inc. (Paquette Company).

**6. (a) City Manager**

**i. Economic Development**

**ii. Unimproved Public Right of Way Vacation Request Discussion**

**iii. Concrete Bollards – City Hall, Library, and Community Center Discussion**

**(b) City Attorney**

**i. City of Fruitland Park v. State of Florida Department of Management Services**

**ii. Michael and Laurie Fewless v. City of Fruitland Park**

**iii. U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845 (Judge Baxley)**

**iv. Code of Ordinances Codification**

**7. UNFINISHED BUSINESS**

**8. 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.

**9. COMMISSIONERS' COMMENTS**

**(a) Commissioner Mobilian**

**(b) Commissioner DeGrave**

**(c) Commissioner Bell**

**(d) Vice Mayor Gunter, Jr.**

**10. MAYOR'S COMMENTS**

**11. ADJOURNMENT**

**DATES TO REMEMBER**

- July 15, 2022, Comedy Night, 205 W Berckman Street, Fruitland Park, Florida 34731 at 8:00 p.m.;
- July 16, 2022, Wal-Mart Grand Reopening, 2501 Citrus Boulevard, Leesburg, Florida 34748 at 8:00 a.m.;
- July 23, 2022, *Mommy and Daughter Tea Party*, 205 W Berckman Street, Fruitland Park, Florida 34731 at 11:00 a.m.;
- July 28, 2022 regular city commission meeting;
- July 29, 2022 *Back to School Bash*, Library, 604 W Berckman Street, Fruitland Park, Florida 34731 at 10:00 a.m.;
  
- August 4, 2022, *AARP Smart Driver One-Day Course*, Library, 604 W Berckman Street, Fruitland Park, Florida 34731 at 9:00 a.m.;
- August 8, 2022, Parks, Recreation and Trails Advisory Board, Office of Parks and Trails Conference Room, 2401 Woodlea Road, Tavares Florida 32778 at 3:30 p.m.;
- August 8 and 9, 2022, workshops (FY 2022-23 proposed budget);
- August 11 to 13, 2022, Florida League of Cities' Annual Conference (100<sup>th</sup> Anniversary) at The Diplomat Beach Resort, 3555 South Ocean Drive, Hollywood, Florida, 33019 at 7:00 a.m.;
- August 11, 2022 regular city commission meeting, Cancelled,
- August 19, 2022 *Lake County School District Update*, Lake County League of Cities, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 noon, and
- August 25, 2022 regular city commission meeting

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

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**

**CITY OF FRUITLAND PARK  
AGENDA ITEM SUMMARY SHEET  
Item Number: 3**

**ITEM TITLE:** Community Redevelopment Agency (CRA)  
Meeting

**MEETING DATE:** Thursday, July 14, 2022

**DATE SUBMITTED:** Tuesday, July 6, 2022

**SUBMITTED BY:** City Clerk

**BRIEF NARRATIVE:** CRA Establishment Ordinance 95-001, Resolution 2019-050, §163.362, §163.386, §163.387 and Chapter 189, Florida Statutes.

**FUNDS REQUIRED:** None

**ATTACHMENTS:** Ordinance and resolution (CRA establishment)

**RECOMMENDATION:** On or before 6:15 p.m., recess to the Community Redevelopment Agency meeting.

**ACTION:** None

ORDINANCE NO. 95-001

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, PERTAINING TO THE ESTABLISHMENT OF A COMMUNITY REDEVELOPMENT TRUST FUND; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE ESTABLISHMENT AND ADMINISTRATION OF A COMMUNITY REDEVELOPMENT TRUST FUND; PROVIDING FOR THE DESIGNATION OF THE COMMUNITY REDEVELOPMENT TRUST FUND AS THE RECIPIENT OF FUNDS PURSUANT TO SECTION 163.387, FLORIDA STATUTES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park has, by resolution, established a finding of blight; and,

WHEREAS, the City Commission desires to provide for the removal of such blighted areas and redevelop such areas, pursuant to the Community Redevelopment Act of 1969, hereafter referred to as the "CRA", as contained in Florida Statutes, Chapter 163, Part III; and,

WHEREAS, the City Commission has, by resolution, approved a Community Redevelopment Plan for the City.

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

SECTION 1. There is hereby established and created, in accordance with the provisions of Section 163.387, Florida Statutes, a Community Redevelopment Trust Fund, hereafter referred to as "the Fund".

SECTION 2. The monies allocated to and deposited into the Fund are hereby appropriated to the City of Fruitland Park Community Redevelopment Agency, hereafter referred to as "the Agency", to finance projects within the Community Redevelopment Project Area, hereafter referred to as "the Project". The Agency shall utilize the monies and the revenue paid into and earned by the Fund for all and every community development purpose delegated to it by the established Community Redevelopment Plan, hereafter referred to as "the Plan", and as further provided by law. The Fund is to exist for the duration of the Project programs or until legally terminated by ordinance. The monies shall be held by the City for and on behalf of the Agency and distributed to the Agency in accordance with a subsequent agreement to be established between the City and the Agency.

**SECTION 3.** There shall be paid into the Fund each year by all taxing authorities within the Project Area, except those authorities excluded by state law, the incremental increase in ad valorem taxes levied each year by the above-referenced taxing authorities over the amount of ad valorem taxes levied each year by the above-referenced taxing authorities over the amount of ad valorem taxes levied by the referenced taxing authorities in the base year, as established in Section 5 below.

**SECTION 4.** The tax roll used in connection with the taxation of such property for the base year shall be the Tax Roll of 1994 in Lake County. All deposits into the Fund shall begin with the incremental increases in ad valorem tax revenues received subsequent to November 1, 1995.

**SECTION 5.** The tax increment shall be determined and appropriated annually in an amount equal to the difference between:

a. the amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Community Redevelopment Area; and

b. the amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any amount from any debt service millage, upon the total of the assessed value of the taxable real property in the Community Redevelopment Area, as shown upon the 1994 assessment roll used in connection with the taxation of such property by each taxing authority. If any conflict occurs between the provisions of this Ordinance and the provisions of Chapter 163, Part III, Florida Statutes, concerning tax increment financing, the statutory provisions shall control and apply to this Ordinance.

**SECTION 6.** Each taxing authority will annually appropriate to the Fund the aforesated sum at the beginning of their fiscal year. Payment of the sum shall be in accordance with state law.

**SECTION 7.** The Agency, with the approval of the City Commission, is directed to establish the Fund and to develop and promulgate rules, regulations and criteria whereby the Fund may be promptly and effectively administered, including the establishment and the maintenance of books and records and adoption of procedures whereby the Agency may, expeditiously and without undue delay, utilize the monies received for their allocated statutory purpose.

**SECTION 8.** The Agency shall accept full responsibility for the receipt, custody, disbursement, accountability, management and proper application of all monies paid into the fund subject to the provisions of Section 2 of this Ordinance.

SECTION 9. Any and all ordinances or parts of ordinances that are in conflict herewith are hereby repealed.

SECTION 10. If any part of this Ordinance is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remainder, which shall remain in full force and effect.

SECTION 11. This ordinance shall take effect immediately upon its final adoption.

PASSED AND ORDAINED this 16th day of March, 1995, by the City Commission of the City of Fruitland Park, Florida.

William R. White  
William R. White, Mayor  
City of Fruitland Park

Attest:

Linda S. Rodrick  
Linda S. Rodrick, City Clerk  
City of Fruitland Park

First Reading: March 2, 1995

Second Reading: March 16, 1995

Approved as to form:

Gary J. Cooney  
Gary J. Cooney  
City Attorney

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Select Year:  

## The 2017 Florida Statutes

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[Title XI](#)  
 COUNTY ORGANIZATION AND INTERGOVERNMENTAL  
 RELATIONS

[Chapter 163](#)  
 INTERGOVERNMENTAL  
 PROGRAMS

[View Entire  
 Chapter](#)

### **163.356** Creation of community redevelopment agency.—

(1) Upon a finding of necessity as set forth in s. [163.355](#), and upon a further finding that there is a need for a community redevelopment agency to function in the county or municipality to carry out the community redevelopment purposes of this part, any county or municipality may create a public body corporate and politic to be known as a “community redevelopment agency.” A charter county having a population less than or equal to 1.6 million may create, by a vote of at least a majority plus one of the entire governing body of the charter county, more than one community redevelopment agency. Each such agency shall be constituted as a public instrumentality, and the exercise by a community redevelopment agency of the powers conferred by this part shall be deemed and held to be the performance of an essential public function. Community redevelopment agencies of a county have the power to function within the corporate limits of a municipality only as, if, and when the governing body of the municipality has by resolution concurred in the community redevelopment plan or plans proposed by the governing body of the county.

(2) When the governing body adopts a resolution declaring the need for a community redevelopment agency, that body shall, by ordinance, appoint a board of commissioners of the community redevelopment agency, which shall consist of not fewer than five or more than nine commissioners. The terms of office of the commissioners shall be for 4 years, except that three of the members first appointed shall be designated to serve terms of 1, 2, and 3 years, respectively, from the date of their appointments, and all other members shall be designated to serve for terms of 4 years from the date of their appointments. A vacancy occurring during a term shall be filled for the unexpired term. As provided in an interlocal agreement between the governing body that created the agency and one or more taxing authorities, one or more members of the board of commissioners of the agency may be representatives of a taxing authority, including members of that taxing authority’s governing body, whose membership on the board of commissioners of the agency would be considered an additional duty of office as a member of the taxing authority governing body.

(3)(a) A commissioner shall receive no compensation for services, but is entitled to the necessary expenses, including travel expenses, incurred in the discharge of duties. Each commissioner shall hold office until his or her successor has been appointed and has qualified. A certificate of the appointment or reappointment of any commissioner shall be filed with the clerk of the county or municipality, and such certificate is conclusive evidence of the due and proper appointment of such commissioner.

(b) The powers of a community redevelopment agency shall be exercised by the commissioners thereof. A majority of the commissioners constitutes a quorum for the purpose of conducting business and exercising the powers of the agency and for all other purposes. Action may be taken by the agency upon a vote of a majority of the commissioners present, unless in any case the bylaws require a larger number. Any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part.

(c) The governing body of the county or municipality shall designate a chair and vice chair from among the commissioners. An agency may employ an executive director, technical experts, and such other agents and

employees, permanent and temporary, as it requires, and determine their qualifications, duties, and compensation. For such legal service as it requires, an agency may employ or retain its own counsel and legal staff. An agency authorized to transact business and exercise powers under this part shall file with the governing body, on or before March 31 of each year, a report of its activities for the preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of such fiscal year. At the time of filing the report, the agency shall publish in a newspaper of general circulation in the community a notice to the effect that such report has been filed with the county or municipality and that the report is available for inspection during business hours in the office of the clerk of the city or county commission and in the office of the agency.

(d) At any time after the creation of a community redevelopment agency, the governing body of the county or municipality may appropriate to the agency such amounts as the governing body deems necessary for the administrative expenses and overhead of the agency, including the development and implementation of community policing innovations.

(4) The governing body may remove a commissioner for inefficiency, neglect of duty, or misconduct in office only after a hearing and only if he or she has been given a copy of the charges at least 10 days prior to such hearing and has had an opportunity to be heard in person or by counsel.

**History.**—s. 2, ch. 77-391; s. 1, ch. 83-231; s. 6, ch. 84-356; s. 903, ch. 95-147; s. 4, ch. 98-314; s. 41, ch. 2001-266; s. 4, ch. 2002-294; s. 2, ch. 2006-307.

**RESOLUTION 2019-050**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CONTINUED EXISTENCE OF THE COMMUNITY REDEVELOPMENT AGENCY AND TRUST FUND; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Community Redevelopment Agency was established and the initial CRA plan was adopted by the City Commission of the City of Fruitland Park on March 16, 1995; and

**WHEREAS**, consistent with s. 163.362, Florida Statutes, the initial CRA plan provides a 30 year term to complete all redevelopment financed by increment revenues; therefore, completion of all redevelopment must occur by the end of the fiscal year 2025, unless the continued existence is approved by a majority vote of the members of the governing body; and

**WHEREAS**, because the CRA was created before July 1, 2002, the City Commission may extend the CRA for an additional 30 years, for a total of 60 years; and

**WHEREAS**, the City Commission, at a duly noticed public hearing, in accordance with Sec. 163.361, Florida Statutes, has considered the purpose of the Community Redevelopment Agency, its accomplishments and finds that it is in the best interests of the City of Fruitland Park and its residents and businesses to provide for its continued existence for an additional 30 year period.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

Section 1. The Community Redevelopment Agency and Trust Fund established March 16, 1995, shall continue in existence for a total of 60 years, thereby having a termination date of September 30, 2055.

Section 2. This resolution shall take effect immediately upon its adoption by the city Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 19<sup>th</sup> day of September 2019, by the City Commission of the City of Fruitland Park, Florida.

**SEAL**

**CITY COMMISSION OF THE CITY OF  
FRUITLAND PARK, FLORIDA**



CHRIS CHESHIRE, MAYOR

ATTEST:



\_\_\_\_\_  
ESTHER COULSON, CITY CLERK

Mayor Cheshire	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Vice Mayor Gunter	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner Bell	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner DeGrave	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner Mobilian	<input type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input checked="" type="checkbox"/>	(Absent)

Approved as to form and legality:



\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

**CITY OF FRUITLAND PARK  
AGENDA ITEM SUMMARY SHEET  
Item Number: 4**

**ITEM TITLE:** Draft Meeting Minutes

**MEETING DATE:** Thursday, July 14, 2022

**DATE SUBMITTED:** Friday, July 1, 2022

**SUBMITTED BY:** City Clerk

**BRIEF NARRATIVE:** 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.

June 23, 2022 regular meeting minutes

**FUNDS REQUIRED:** None

**ATTACHMENTS:** Resolution 2013-023, Public Participation Policy and Chapter 286 Florida Statutes

**RECOMMENDATION:** None

**ACTION:** None

**FRUITLAND PARK CITY COMMISSION REGULAR  
DRAFT MEETING MINUTES  
June 23, 2022**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, June 23, 2022 at 6:00 p.m.

**Members Present:** Mayor Chris Cheshire, Vice Mayor John L. Gunter Jr., Commissioners Chris Bell, Patrick DeGrave and John Mobilian.

**Also present:** City Manager Gary La Venia; City Attorney Anita Geraci-Carver, City Treasurer Jeannine Racine, Police Chief Erik Luce, Robb Dicus, Public Works Director, :Lake County Fire Rescue Lieutenant Christopher “Chris” Albert and Firefighter Emergency Medical Technician Esther Hazell; Deputy City Clerk Candice Davis; District 2 Candidate Jan Collins, and City Clerk Esther B. Coulson.

**1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

After Mayor Cheshire called the meeting to order, Chief Luce gave the invocation and Vice Mayor Gunter led in the pledge of allegiance to the flag.

ACTION: 6:00.30 p.m. No action was taken.

**2. ROLL CALL**

Mayor Cheshire requested that Ms. Coulson call the roll and a quorum was declared present.

ACTION 6:01:08 p.m. No action was taken.

**3. CONSENT AGENDA**

**The city commission considered its action to approve the following consent agenda items:**

**(a) Approval of Minutes - June 9, 2022 regular**

**(b) Resolution 2022-029 Provision of Library Services Am. ILA**

A RESOLUTION OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, APPROVING AMENDMENT TO AGREEMENT RELATING TO PROVISION OF LIBRARY SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:01.22 p.m. **On motion made by Commissioner Bell, seconded by Commissioner Mobilian and unanimously carried, the city commission approved the consent agenda as previously cited.**

**4. REGULAR AGENDA - Resolution 2022-028 Preliminary Fire Assessment Rate GSG Government**

Ms. Geraci-Carver read into the record proposed Resolution 2022-028, the substance of which is as follows:

A RESOLUTION OF THE CITY OF FRUITLAND PARK, FLORIDA, RELATING TO THE PROVISION OF FIRE SERVICES WITHIN THE VILLAGES OF FRUITLAND PARK BENEFIT AREA IN THE CITY OF FRUITLAND PARK; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR FIRE SERVICES ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**ACTION:** 6:01:36 p.m. After discussion, a **motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian that the city commission adopt Resolution 2022-028 as previously cited.**

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

**5. (a) City Manager**

**i. Economic Development - Lake Economic Area Development LEAD Partnership Budget Request**

Mr. La Venia referred to a recent Lake Economic Area Development Board of Directors' memorandum regarding the initiative to consider its budgetary request committing to a financial contribution and mentioned his intent to address same at the forthcoming city commission workshop. (A copy of the memorandum is filed with the supplemental papers to the minutes of this meeting.)

**ACTION:** 6:04:06 p.m. No action was taken.

**ii. Roads and Streets Status Update**

Messrs. La Venia and Dicus reviewed the list of roads (their ratings, present conditions and costs) to be paved for FY 2022-23 together with the proposal from Paquette Company to be considered at a future meeting. Copies of the respective documents are filed with the supplemental papers to the minutes of this meeting.

**ACTION:** 6:10:28 p.m. No action was taken.

**iii. Auction Services George Gideon Auctioneers Piggyback Discussion**

Mr. La Venia addressed the plan to continue to utilize George Gideon Auctioneers (piggyback contract with Osceola County School District) to auction three police vehicles. (A copy of the contract is filed with the supplemental papers to the minutes of this meeting.)

Chief Luce recalled the 2009 Dodge Charger where he obtained permission from the State of Florida Department of Transportation (FDOT) and the National Highway Traffic Safety Administration to proceed disposing the 2009 Chrysler Dodge Charger where more than \$5,000 from the sale would be sent to the state and if it was \$4,999 or less, the city would be required to allocate same towards the police department's traffic safety program.

**ACTION: 6:23:14 p.m. By unanimous consent, the city commission accepted the city manager's recommendation as previously cited.**

**(b) City Attorney**

**i. City of Fruitland Park v. State of Florida Department of Management Services**

Ms. Geraci-Carver had nothing to report on the State of Florida Department of Management Services case.

**ACTION: 6:28:42 p.m. No action was taken.**

**ii. Michael and Laurie Fewless v. City of Fruitland Park**

Ms. Geraci-Carver had nothing to report on the Michael and Laurie Fewless case.

**ACTION: 6:28:42 p.m. No action was taken.**

**iii. Norman C. Cummins v. Stephen P. Angelillo and City of Fruitland Park, Lake County Case No. 2020-CA-1026**

With respect to the Norman C. Cummins v. Stephen P. Angelillo case, Ms. Geraci-Carver reported that a certificate of title was issued to Mr. Cummins; confirmed that the property located on US Highway 441-27 is officially belongs to him and indicated that the subject issue will, in future, be removed from her report. She anticipated that the code enforcement officer will be issuing a courtesy violation letter and the city would subsequently pursue same.

**ACTION: 6:28:42 p.m. No action was taken.**

**iv. U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845 (Judge Baxley):**

Ms. Geraci-Carver identified a residential property, 412 Sunny Court, as another foreclosure case where the city was named as it has a lien. She



noted the amount of \$33,204.15 owed to the bank (the lender of Property Owner Mr. Robert T. Moore); the property's value, according to the tax assessor, of \$58,519, and the city's code enforcement lien owed on the property of approximately \$23,000, since the middle of June 2022.

Ms. Geraci-Carver referred to recent discussions amongst Mr. La Venia and the city's insurance company's assigned attorney from Public Risk Management of Florida Inc. on the ability to surrender from the subject case; if there is a willingness to release the lien. She relayed her questions on the city staying in the case with the attorney defending same where the city would be entitled to reap some of the proceeds -- if someone sees value in bidding and paying off the mortgage, fees, and costs of approximately \$45,000 -- the lien would be extinguished and if the mortgage foreclosure stops, or if the property would sell under foreclosure and if someone else does not do anything with the property, the lien will cease to exist, the city would surrender its rights and the code cases will start over again.

Ms. Geraci-Carver gave reasons why she does not recommend the city release the lien unless more definitive information is received; addressed the ability for the city to commit to new a contract, and suggested keeping the lien in place where the assigned attorney would file an answer.

ACTION: 6:28:42 p.m. No action was taken.

**v. Code of Ordinances Codification**

Earlier in the meeting and at Commissioner DeGrave's request, Ms. Geraci-Carver gave an update her provision of the missing ordinances and the reasons why she believed a large percentage of resolutions provided ought not to be codified and Ms. Coulson addressed the up-to-date ordinances provided to Municode and indicated that she is working with staff to finalize the already approved land development code changes before a clean copy is submitted to Municode.

At Commissioner DeGrave's request, Ms. Geraci-Carver agreed to include updates on future agenda in her report and Ms. Coulson would, additionally, provide updates on same.

ACTION: 6:21:21 p.m. No action was taken.

**vi. Lake County Infill Housing Initiative – School Impact Fee Waiver**

Ms. Geraci-Carver referred to the June 9, 2022 inquiry regarding Lake County's School Impact Fee Waiver for infill development; outlined the location criteria as described in her report, and indicated that she does not believe that there is one identified within the city.

ACTION: 6:34:45 p.m. No action was taken.

**6. UNFINISHED BUSINESS**

**(a) Public Works Building at Water and Wastewater**

At Commissioner DeGrave's request, Mr. La Venia relayed discussions he had with Ms. Geraci-Carver earlier today regarding the public works building that Mr. Brett J. Tobias, Halff Associates (engineers retained by the city), has almost finalized the invitation to bid (the public works building at the water and wastewater treatment plant site on Spring Lake Road).

ACTION: 6:24:32 p.m. and 6:36:07 p.m. No action was taken.

**(b) Public Safety Building - Grants**

As requested by Commissioner DeGrave, Mr. La Venia relayed his request to the grant writer to pursue applications for available grant funds towards the public safety building and additionally consider the following grants:

- community development block grants,
- ConVault tanks at public works
- three generators for the lift station
- Florida Recreation Development Assistance Program for an Americans with Disabilities compliant playground, and
- median landscape FDOT grants

ACTION: 6:24:58 p.m. No action was taken.

**7. PUBLIC COMMENTS**

ACTION: 6:36:08 p.m. No action was taken.

**8. COMMISSIONERS' COMMENTS**

**(a) Commissioner Mobilian – LS-MPO**

Commissioner Mobilian referred to the June 22, 2022 Lake~Sumter Metropolitan Planning Organization meeting and reported that the CR-466A roadway improvement project (widening to four-lanes) is no longer on the priority projects list but it is fully funded and plans are underway by July 2022 to procure same.

ACTION: 6:36:28 p.m. The city commission commended Commissioner Mobilian on a job well done.

**(b) Commissioner DeGrave**

Commissioner DeGrave stated that he had nothing to report at this time.

ACTION: 6:37:21 p.m. No action was taken.

(c) **Commissioner Bell – Infill Impact Fees**

Commissioner Bell referred to the June 6, 2022 email from Dennie M. Feliciano, City of Fruitland Park resident, together with the feral cat information sheet regarding the implications faced as a result of feeding of stray feral cats in the area, copies of which are filed with the supplemental papers to the minutes of this meeting.

After Commissioner Bell addressed how existing conditions could be improved, controlled and solved; pointed out the definition of feral cat as *community cat*, and referenced the owner under the county's existing code of ordinances, Ms. Geraci-Carver indicated that she would review the matter further as an option for the city commission to consider.

ACTION: 6:37:24 p.m. No action was taken.

(d) **Vice Mayor Gunter, Jr.**

Vice Mayor Gunter stated that he had nothing to report at this time.

ACTION: 6:45:09 p.m. No action was taken.

**10. MAYOR'S COMENTS**

**Dates to Remember**

Mayor Cheshire referred to the following events:

- June 25, 2022, Derby Race Community Center, 205 W Berckman Street, Fruitland Park, Florida 34731 at 10:00 a.m.
- July 4, 2022, Independence Day, City Hall Closed
- July 8, 2022, Lake County League of Cities Board of Directors, *Metropolitan Planning Organization Update and Adoption of FY 2022-23 FY Budget*, Mount Dora Golf Course, 110 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;
- July 8, 2022, Movie Night, Community Center, 205 W Berckman Street, Fruitland Park, Florida 34731 at 6:00 p.m.;
- July 14, 2022 regular city commission meeting;
- July 16, 2022, Wal-Mart Grand Reopening, 2501 Citrus Boulevard, Leesburg, Florida 34748 at 8:00 a.m.,
- July 28, 2022 regular city commission meeting;

ACTION 6:45:19 p.m. No action was taken.

**11. ADJOURNMENT**

The meeting adjourned at 6:48 p.m.

The minutes were approved at the July 14, 2022 regular meeting.

Signed  
\_\_\_\_\_  
Esther B. Coulson, City Clerk, MMC

Signed  
\_\_\_\_\_  
Chris Cheshire, Mayor

**CITY OF FRUITLAND PARK**  
**AGENDA ITEM SUMMARY SHEET**  
**Item Number: 5a**

**ITEM TITLE:** Resolution 2022-030 Flow Test Fire Hydrant Inspection Agreement

**MEETING DATE:** Thursday, July 14, 2022

**DATE SUBMITTED:** Monday, June 20, 2022

**SUBMITTED BY:** City Attorney/City Manager/Public Works Director

**BRIEF NARRATIVE:** **Item Description: Resolution 2022-030 Flow Test Fire Hydrant Inspection Agreement**

**FUNDS REQUIRED:** \$13,750.00 from FY 2021-2022 budget (40533-30340)

**ATTACHMENTS:** Proposed resolution, addendum and agreement

**RECOMMENDATION:** Recommend the approval

**ACTION:** Adopt Resolution2022-030.

**RESOLUTION 2022-030**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING QUOTATION 1033636 – LIFE SAFETY AGREEMENT - INSPECTION SERVICES FROM WAYNE AUTOMATIC FIRE SPRINKLERS, INC. IN THE AMOUNT OF \$13,750.00 TO CONDUCT NFPA 25 ANNUAL FIRE HYDRANT TESTING OF 275 FIRE HYDRANTS OWNED BY THE CITY OF FRUITLAND PARK; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida is required to conduct NFPA 25 fire hydrant inspections and desires to use a third-party provider; and

**WHEREAS**, the City Commission of the City of Fruitland Park, Florida finds it is in the public’s best interest to contract with the Wayne Automatic Fire Sprinklers, Inc. for these services.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

Section 1. The Quotation 1033636 – Life Safety Agreement – Inspection Services from Wayne Automatic Fire Sprinklers, Inc. and addendum thereto (collectively the “Agreement”), **a copy of which is attached hereto**, is approved.

Section 2. The Commission authorizes the Mayor to initial and execute the Agreement.

Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this \_\_\_\_ day of July 2022, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF  
FRUITLAND PARK, FLORIDA

---

Chris Cheshire, MAYOR

ATTEST:

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ESTHER COULSON, CITY CLERK, MMC

Mayor Cheshire \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Vice Mayor Gunter \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Commissioner Bell \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Commissioner DeGrave \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Commissioner Mobilian \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)

Approved as to form and legality:

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

**ADDENDUM TO**  
**QUOTATION 1033636 – LIFE SAFETY AGREEMENT - INSPECTION SERVICES**  
**FROM WAYNE AUTOMATIC FIRE SPRINKLERS, INC.**

**THIS ADDENDUM** made and entered the \_\_\_\_ day of \_\_\_\_\_ 2022, between the **CITY OF FRUITLAND PARK, FLORIDA**, a subdivision of the State of Florida hereinafter referred to as “City”, and **WAYNE AUTOMATIC FIRE SPRINKLERS, INC.** hereinafter referred to as “Contractor.”

**WHEREAS**, the City approves Quotation 1033636 – Life Safety Agreement – Inspection Services from Wayne Automatic Fire Sprinklers, Inc. (the “Agreement”); and

**WHEREAS**, an addendum is required to require compliance with the Florida Public Records Act.

**NOW THEREFORE**, for and in consideration of the mutual agreements, covenants, terms and conditions herein contained, it is expressly stipulated, understood, agreed and covenanted by and between the parties hereto as follows:

1. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the City shall be the property of the City and will be turned over to the City upon request. In accordance with Florida “Public Records” law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the City are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR’S office or facility.
  
2. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 360-6790, [ecoulson@fruitlandpark.org](mailto:ecoulson@fruitlandpark.org), 506 West Berckman Street, Fruitland Park, FL 34731.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed or have hereunto set their hands and seals to be effective the day year first above written.

---

Chris Cheshire, Mayor  
City of Fruitland Park, Florida



ATTEST:

Approved as to Form:

\_\_\_\_\_  
Esther Coulson, MMC, City Clerk  
(SEAL)

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

**WAYNE AUTOMATIC FIRE SPRINKLERS, INC.**

**By:** \_\_\_\_\_



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2401 Lynx Ln Suite 2  
Orlando Fl 32804  
Office 407 679 3332

FIRE - SECURITY

### INSPECTION AGREEMENT

Date: 5/16/2022

VSCFS Fire & Security, Inc.  
("VSCFS" or "COMPANY")  
2401 Lynx Ln Suite 2 Orlando Fl 32804  
Jerrod Zelanka / VSC Fire and Security Representative  
P: 727/456.5200 F: 727/456.5201  
Direct: 727/456.5238 Cell: 727/503.6753  
[JZelanka@VSCFire.com](mailto:JZelanka@VSCFire.com) [www.vscfs.com](http://www.vscfs.com)

**Customer:** City of Fruitland Park  
**Billing Info:** TBD  
**Contact:** Preslee Harmon  
**Phone #:** (352) 360-6795  
**Email:** [pharmon@fruitlandpark.org](mailto:pharmon@fruitlandpark.org)

Services will be provided at the following location(s): TBD

Site Contact: Same As Above Phone #: Same As Above Email: Same As Above

VSCFS shall provide only those Services as indicated below and in accordance with the attached Service Agreement Terms and Conditions, Scope of Work Documents and Special Provisions, if any, which form a part of and are incorporated into this Agreement:

**Fire Hydrant Testing and Inspection**  **Fire Hydrant Maintenance**

<b>Fire Hydrant Test and Inspection</b>	Flow Test & Inspection of up to (275) Hydrants located in common areas	<b>Included</b>	<b>\$65.00 Each</b> <b>\$17,875.00 Total</b>
<b>Fire Hydrant Service and Maintenance</b>	Service and Maintenance <b>at Time of</b> Flow Test & Inspection as Per NFPA 25: <b>7.4.2.1</b> Hydrants shall be lubricated annually to ensure that all stems, caps, plugs, and threads are in proper operating condition.	<input type="checkbox"/> <b>Elect To Add</b>	<b>\$50.00 Each</b> <b>\$13,750.00 Total</b>

\*\*\*Note: There will be an additional charge if customer request VSC Fire & Security to return to Test / Inspect or Service any area Item not inspected during the Scheduled Test & Inspection Date and Time / there will be an additional \$35.00 trip charge add to return to perform Hydrant Service after the day of Inspection

Excludes any Painting of Hydrant or Bonet or Service Repairs / Service Repair or Correction will be quoted upon inspection completion

**Period of Agreement:** The service(s) described in this Agreement shall begin on the date signed or as per specifically requested & shall continue for a period of Three (3) years from that date with a 3.5% annual escalator of the total contract amount and will automatically renew, VSC Fire & Security reserve the right to cancel at any time without cause, contract will continue to automatically renew after the 3 year term unless customer gives written notice of cancellation 30 days prior to upcoming inspections. This Agreement shall only be effective upon signature by CUSTOMER and countersignature by VSCFS. No waiver or modification of any terms or conditions of this Agreement shall be binding on VSCFS unless made in writing and signed by an authorized representative of VSCFS.

VSC Fire & Security, Inc.  
**Signature:** \_\_\_\_\_  
Company Rep: Jerrod Zelanka  
Title: Service & Sales  
Date: \_\_\_\_\_

**CUSTOMER Acceptance:**  
**Signature:** \_\_\_\_\_  
(Type or Print Name) \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, Email: \_\_\_\_\_



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## Customer Set-up

Site Name: \_\_\_\_\_

Site Address: \_\_\_\_\_

Date Services Sold: \_\_\_\_\_

Date & Time Requested for First Service \_\_\_\_\_

Payment Terms: \_\_\_\_\_ COD: \_\_\_\_\_ Net 30 Day \_\_\_\_\_ Tax Exempt: \_\_\_\_\_

### Services Request

Service	Frequency	Due Date	Quantity	Notes
Extinguisher				
Suppression				
FA				
FS				
BF				
Dom BF				
FP ( Elec / Dies )				
Fire Hose Cabinets				
FA Monitoring				
FA Elevator Monitoring				
Security Monitory				
E-Lights & Exit Signs				
Clean Agent				
Kitchen Hood				

### Billing Information

Billing Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Billing Ph#	Billing Fx#	Email
-------------	-------------	-------

Billing Contact: \_\_\_\_\_

Account Salesmen: \_\_\_\_\_

Billing Portal? Site Info: \_\_\_\_\_

Billing Portal? Cost of Use: \_\_\_\_\_

Notes: \_\_\_\_\_



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## **SCOPE OF WORK**

### **Backflow Preventer Testing and Inspection**

**Scope:** Only those Services described in this Scope of Work will be provided under this Agreement. To help ensure a safe public water supply and prevent contamination, VSCFS will test and inspect the fire sprinkler backflow preventers listed on the attached Equipment List. The inspection and testing provided under this agreement does not include any maintenance, repairs, alterations, or replacement of parts or any other field adjustments.

**Inspection Notification:** Prior to Company performing any tests, CUSTOMER shall notify any alarm monitoring company, the local fire department, and all occupants and tenants. Any fines, fees or penalties incurred as a result of CUSTOMER'S failure to notify all necessary parties shall be paid by CUSTOMER.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

**NFPA 25:** CUSTOMER has reviewed and is familiar with the National Fire Protection Association Standard 25 (NFPA 25) and understands the requirements and consequences of failure to comply with the requirements therein. CUSTOMER shall comply with the requirements of NFPA 25. CUSTOMER is responsible for maintaining all fire protection equipment in good, working order as outlined in the applicable NFPA Standards and any and all local rules, codes or standards applicable to the jurisdiction where the system(s) is/are located.

**Testing & Inspection Frequency:** VSCFS will perform **one (1)** Annual Inspection(s) on each fire sprinkler backflow preventer listed on the attached Equipment List. Other required weekly and monthly inspections of the Double Check Assembly, Double Check Detector Assembly, Reduced Pressure Assembly and Reduced Pressure Detector Assemblies are not included in this Agreement unless otherwise specified in the Special Provisions. All tests and inspections will be completed in accordance with the backflow preventer's manufacturer's recommendations and the **most recent edition of NFPA 25 – Inspection, Testing and Maintenance of Water-Based Fire Protection Systems**. The following services will be performed during each inspection:

- Inspect and determine if the backflow device is in service and satisfactory condition.
- Inspect backflow preventer control valves for proper position, general condition and accessibility.
- Inspect the condition of the backflow preventer, piping, hangars, drains, test ports and related equipment.
- Perform a Forward Flow Test at the system demand, if hydraulic data is available, including required hose stream demands where proper test header connections of proper size exist. Where connections do not permit a full flow test, tests will be conducted at the maximum flow rate possible. (Exception: the forward flow test is not required when the backflow preventer is the first device installed on the water supply pipe and the system is equipped with a fire pump.
- Perform a Backflow Performance Test at the completion of the Forward Flow Test.
- Apply inspection tag to device

**Temperature:** CUSTOMER shall ensure that all areas of the building containing water filled sprinkler pipe or components shall be maintained at a minimum temperature of forty (40°) degrees Fahrenheit. Conditions of temperature are outside of the scope of this Agreement.

**Corrective Action:** CUSTOMER shall, and is solely responsible to, correct or repair deficiencies or impairments that are found during the inspection and/or tests provided pursuant to this Agreement. COMPANY will not perform any repairs or corrections absent a separate written agreement which agreement will be subject to all of the terms and conditions of this Agreement.

**Suggested Improvements:** Any suggested improvements itemized on any inspection and/or testing report do not constitute an engineering review of the systems installed in your facility. To the extent such are itemized, they were noticed while conducting the services pursuant to the Agreement in accordance with applicable NFPA; however, such items are not part of the NFPA inspection and test. COMPANY makes no guarantee or assurance that all defects or deficiencies in the systems have been itemized.

**Inspection Reports:** VSCFS will furnish a report certifying that tests have been completed and document any deficiencies found which may require corrective action.

**Repairs:** VSCFS will make all necessary repairs to the backflow preventer upon written authorization by the CUSTOMER. All labor and materials used will be invoiced on a Time & Materials basis.



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## **Scope of Work**

**Scope of Work:** COMPANY shall inspect and/or test the fire protection equipment described above. This is not a maintenance or service agreement. All work will be performed in accordance with the applicable NFPA standards subject to all terms and conditions of this Agreement. This is not a design survey or engineering analysis agreement. **The work to be performed is expressly subject to and shall include the terms and conditions herein. The inspection and testing provided under this agreement does not include an analysis or evaluation of whether the system was properly designed and/or installed.**

**Number of Inspections:** The Company shall inspect and/or test said equipment as outlined above.

**Frequency:** The frequency of inspection and testing is limited to the frequency outlined above. Any additional inspection and testing frequencies are hereby excluded unless contained in a separate, written authorization subject to all terms and conditions of the Agreement.

**Term:** The term of this Agreement is three (3) years from date hereof and shall be automatically renewed each year thereafter until terminated by either party on at least thirty (30) days written notice being given to the other party prior to the renewal date. Company's then current charges shall apply for each renewal period.

**Cost of Inspections and Payment:** The SUBSCRIBER shall pay to Company, within thirty (30) days after inspection has been made, the sum of as outlined above after each inspections. If the SUBSCRIBER fails to pay the full amount due, Company may, at its option, terminate this Agreement, and, in any event, will not be obligated to perform any additional work until payment past due has been received by COMPANY.

**Reports:** The inspection and/or test shall be completed on COMPANY's then current report form which shall be distributed to SUBSCRIBER, with copies forwarded as per code. A report form in which defects or deficiencies have been noted is advisory in nature, and is intended to assist SUBSCRIBER in reducing the risk of loss to life or property by indicating obvious defects or impairments noted in the system. It neither implies that no other hazards or defects exist in the system, nor that all other elements of the system and components are free of defect or deficiency at the time of the inspection. The final responsibility for the condition and operation of the system, components, and equipment rests entirely with the SUBSCRIBER. COMPANY shall not make any repairs or corrections to any defects or deficiencies absent a separate written agreement.

**Inspection Notification:** Prior to Company performing any tests, SUBSCRIBER shall notify any alarm monitoring company, the local fire department, and all occupants and tenants.

**Additional Inspection:** Emergency or additional inspections requested by SUBSCRIBER will be furnished at an additional charge and will be performed pursuant to a written authorization subject to all terms and conditions of this Agreement.

**Emergency Service:** Emergency service requested by SUBSCRIBER will be furnished at an extra charge pursuant to a separate written Service Agreement.

**Additional Equipment:** In the event additional equipment is installed after the date of this Agreement, such equipment shall be inspected pursuant to a separate, written authorization subject to all terms and conditions of this Agreement at the Company's then-current charges for inspection of that type of equipment.

**Water Supply:** Testing and treatment of the water supply, and any costs associated therewith, are not covered by this Agreement and are the sole responsibility of SUBSCRIBER. Equipment is available that is designed to monitor for conditions that can contribute to internal corrosion inside water based fire protection systems. Such testing and equipment can be provided pursuant to a separate written agreement.

**Emergency Control Functions:** If testing of emergency control functions (e.g. fan control, smoke damper operation, elevator recall, elevator power shut down, door holder release, shutter release, door unlocking, stairwell pressurization fans, smoke removal control systems, etc.) are included in this Agreement the outputs to those systems from the fire alarm control panel will be activated through the control modules to verify proper operation of the outputs. Testing and verifying proper operation of the emergency control systems, including but not limited to those herein identified, is excluded from this Agreement. If SUBSCRIBER wishes to test and verify the operation of the emergency control systems SUBSCRIBER must retain the services of qualified contractors specific to the emergency control systems in order to test and verify proper operation of the emergency control systems. COMPANY will work with, as necessary, selected contractors but has no right or authority to control said contractors and further has no legal relationship to said contractors.

**Special Conditions:** Inspections requiring specialized training, drug testing, background checks and certifications will be subject to additional charges.



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**Fees:** Permits, licensing or other approvals necessary for performance of the inspections are SUBSCRIBER's responsibility. If supplied by Company, fees for those items will be invoiced as an additional cost under the Agreement.

Labor rate during normal business hours:  
M – Fri. Hours 7am – 3:30pm: \$95.00 per hr.

Service call: Any call that is schedule to be performed

Emergency call: Any call that is an unscheduled dispatch

Emergency Calls hourly rate beginning from the time of the Emergency call with a 3hr Minimum.

Emergency labor Rates: After Hours M - Fri 3:31pm – 6:59am and Sat –Sun \$127.50  
Holidays \$170.00

**NFPA 25:** SUBSCRIBER has reviewed and is familiar with the National Fire Protection Association Standard 25 (NFPA 25) and understands the requirements and consequences of failure to comply with the requirements therein. SUBSCRIBER shall comply with the requirements of NFPA 25. SUBSCRIBER is responsible for maintaining all fire protection equipment in good, working order as outlined in the applicable NFPA Standards and any and all local rules, codes or standards applicable to the jurisdiction where the system(s) is/are located.

**NFPA 72:** SUBSCRIBER has reviewed and is familiar with the National Fire Protection Association Standard 72 (NFPA 72) and understands the requirements and consequences of failure to comply with the requirements therein. SUBSCRIBER shall comply with the requirements therein. SUBSCRIBER shall comply with the requirements of NFPA 72. SUBSCRIBER is responsible for maintaining all alarm equipment and components in good, working order as outlined in the applicable NFPA Standards and any and all local rules, codes or standards applicable to the jurisdiction where the system(s) is/are located.

**Definitions:**

“Inspection” is a visual examination of a system or portion thereof to verify that it appears to be in operating condition and is free of physical damage.

“Testing” is a procedure used to determine the operational status of a component or system by physically manipulating components of the system.

“Deficiency” is a condition in which a system or portion thereof is damaged, inoperable or in need of service, but does not rise to the level of an impairment.

“Impairment” is a condition where a system or unit or portion thereof is out of order, and the condition can result in the fire protection system or unit not functioning in a fire event.

**Corrective Action:** SUBSCRIBER shall, and is solely responsible to, correct or repair deficiencies or impairments that are found during the inspection and/or tests provided pursuant to this Agreement. COMPANY will not perform any repairs or corrections absent a separate written agreement which agreement will be subject to all of the terms and conditions of this Agreement.

**General Conditions**

**Scope of Inspection:** The inspection and testing provided under this agreement does not include any maintenance, repairs, alterations, or replacement of parts or any other field adjustments. The inspections and testing provided under this Agreement are NOT a system survey or engineering analysis of the system and/or its design.

Any suggested improvements itemized on any inspection and/or testing report do not constitute an engineering review of the fire protection/suppression system installed in your facility. To the extent such are itemized, they were noticed while conducting an inspection and test of your fire protection system in accordance with applicable NFPA Inspection and Testing Guidelines; however, such items are not part of the NFPA required inspection and test. COMPANY makes no guarantee or assurance that all defects or deficiencies in the systems have been itemized.

The scope of work under this Agreement is limited to the provision of inspection and testing services. COMPANY is not required to move personal property, equipment, walls, and ceilings or like materials which may impede access or limit visibility. Areas that are concealed are excluded from the inspection.

COMPANY does not warrant that the equipment or systems inspected/tested will meet or comply with the requirements of any fire or life safety code, or regulation of any state, municipality or other jurisdiction of Customer's particular location.

When applicable, SUBSCRIBER shall be responsible for coordinating with proper companies/personnel to ensure that the elevator recall and elevator shut down systems can be tested during the inspection.



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SUBSCRIBER is responsible for locating and/or identifying all devices that are not marked, such as drum drips, low point drains and other devices. SUBSCRIBER is responsible for ensuring that adequate drainage exists in and around the premises to handle the flow and discharge of water from inspector's test connections, main drains and other sources of water discharge. COMPANY shall not be held liable for inadequate drainage.

**Access:** SUBSCRIBER is responsible to ensure that COMPANY has access to all areas requiring access for purposes of performing the inspections included in this Agreement which includes, but is not limited to, areas where sprinklers must be visually inspected, drum drips or other auxiliary drains, etc.

**Work of Others:** COMPANY makes no warranty, express or implied, as to the quality of work performed by others or the functionality and design of the originally installed/modified system(s). COMPANY makes no warranty, express or implied, regarding the adequacy, performance or condition of any inspected fire protection equipment. COMPANY cannot and does not guarantee that loss or damage will not occur.

**Inspector Not An Insurer:** COMPANY is not an insurer against loss or damage. Sufficient insurance covering the Premises and any property therein shall be obtained by and is the sole responsibility of SUBSCRIBER.

**Limitation of Liability – Liquidated Damages - Amount:** The parties hereto agree that it is impractical and extremely difficult to fix the actual damages, if any that may proximately result from failure on the part of COMPANY to perform any of its obligations hereunder. SUBSCRIBER does not desire that this contract provide for full liability of COMPANY and agrees that COMPANY shall be exempt from liability for loss or damage due directly or indirectly to occurrences, or consequences there from, which the inspection and/or testing is designed to detect or avert. If COMPANY shall be found liable for loss or damages due to a failure of inspection and/or testing in any respect, COMPANY's liability shall be limited to the lesser of a sum equal to one-half (1/2) of the current annual inspection charge paid (or to be paid) by SUBSCRIBER or \$1,000.00 as liquidated damages and not as a penalty. The amounts payable to the COMPANY hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of SUBSCRIBER's property or the property of others located in SUBSCRIBER's Premises. **IN NO EVENT WILL CONTRACTOR BE LIABLE TO SUBSCRIBER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. If more than one location is subject to this Agreement, the liquidated damages amount will be calculated using the contractual cost for the premises or location giving rise to the claim.**

**Limitation of Liability – Liquidated Damages – Property Damage:** As the exclusive remedy, the provisions of the preceding paragraph, "Limitation of Liability – Liquidated Damages – Amount," shall apply if loss or damage to any real property or tangible personal property results, directly or indirectly and regardless of cause or origin, from any act and/or omission and/or performance and/or nonperformance of any obligations imposed by this contract or from the negligence, active or otherwise, of COMPANY, its agents, or employees. This provision shall not apply in the case of gross negligence by the COMPANY that proximately causes damage or injury.

**Limitation of Liability – Liquidated Damages – Personal Injury:** As the exclusive remedy, the provisions of the preceding paragraph, "Limitation of Liability – Liquidated Damages - Amount," shall apply if death or personal injury results, directly or indirectly and regardless of cause or origin, from any act and/or omission and/or performance and/or nonperformance of any obligations imposed by this contract or from the negligence, active or otherwise, of COMPANY, its agents, or employees. This provision shall not apply in the case of gross negligence by the company that proximately causes damage or injury.

**Limitation of Liability – NO EXPRESS OR IMPLIED WARRANTIES:** ***SUBSCRIBER UNDERSTANDS AND AGREES THAT THE COMPANY HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE SUBSCRIBER FURTHER UNDERSTANDS AND AGREES THAT THE COMPANY MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED, AND THAT NO REPRESENTATIVE OF THE COMPANY HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.***

**Waiver of Subrogation:** SUBSCRIBER does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge COMPANY and waives all rights against COMPANY for all damages caused by fire, water discharge or any other cause of loss to the extent covered by SUBSCRIBER's property insurance, it being expressly agreed and understood that no insurance company, insurer or other entity/individual will have any right of subrogation against COMPANY.

**Indemnification:** To the fullest extent permitted by law, SUBSCRIBER shall indemnify and hold harmless COMPANY and its employees/agents from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from services provided by COMPANY regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder.



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**Acceptance of Terms:** No changes or modifications can be made to this Agreement without the express written consent of COMPANY. COMPANY is not bound by any provisions printed or otherwise at variance with this Agreement that may appear on any acknowledgement or other form used by SUBSCRIBER, such provisions being hereby expressly rejected.

**Attics:** Attics are excluded from this agreement unless after COMPANY’s investigation the attic and its entry are deemed safe and accessible. Only those attics having a floor-level entry door with stairs, pull down stairs, and/or a permanently mounted access ladder will be considered for inclusion in the agreement. Further only those attics having appropriate, permanently attached flooring and appropriate lighting will be considered for inclusion in the agreement. Assessment of the suitability of access, flooring and lighting is solely within the discretion of COMPANY. Any attic deemed safe and accessible must be specifically listed in the Agreement to qualify for inclusion in the Agreement. To the extent that any attic is included in the Agreement, only such equipment as is safely visible and accessible from the floored area of the attic will be subject to the Agreement.

**Assignment:** SUBSCRIBER may not assign any of its rights or obligations under this Agreement to any other person without the express, written authorization of COMPANY.

**Entry:** COMPANY may enter SUBSCRIBER’S premises at all reasonable times to perform the inspections and/or tests required by this Agreement. This Agreement and its pricing are based upon COMPANY being able to perform the inspection and/or testing during normal working hours on Monday – Friday from 8a.m. – 5p.m. with prior scheduled appointment for routine inspections or maintenance

**Severability:** If any provisions of this contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the Agreement, such invalidity or unenforceability shall be severed from the Agreement and shall not invalidate or render unenforceable the entire Agreement. Rather, the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of COMPANY and the SUBSCRIBER shall be construed and enforced accordingly.

**Entire Agreement:** This Agreement contains the entire understanding and final expression of Agreement between the parties and supersedes and replaces any previous agreements between the parties. This Agreement may be amended only in writing signed by both parties.

**Authorization:** The person executing this Agreement on behalf of SUBSCRIBER, expressly warrants and covenants that he/she is the authorized representative of the Owner of the premises or Owner’s designee and is authorized to enter into this Agreement for and on behalf of SUBSCRIBER, Owner or Owner’s designee.

**THIS AGREEMENT IS SUBJECT TO ALL TERMS AND CONDITIONS ATTACHED HERETO**

X

\_\_\_\_\_  
Jerrod Zelanka  
Sale-Service-Estimating

X

\_\_\_\_\_  
Customer/Rep  
Title



**CITY OF FRUITLAND PARK  
AGENDA ITEM SUMMARY SHEET  
Item Number: 5b**

**ITEM TITLE:** Fire Hydrant Flow Test Quotes

**MEETING DATE:** July, 14, 2022

**DATE SUBMITTED:** June 16, 2022

**SUBMITTED BY:** City Manager/Public Works Director

**BRIEF NARRATIVE:** Motion to request approval of a quote from Wayne Automatic Fire Sprinklers to flow test all 275 city-owned and maintained fire hydrants at a cost of \$13,750.00 (a cost of \$50 per hydrant). This is a requirement every five years by the National Fire Protection Association and the hydrants were last tested in 2018.

The following four companies were contacted for quotes:

- Wayne Automatic Fire Sprinklers \$13,750,
- VSCFS Fire and Security \$17,875,
- United Fire Protection (service not provided), and
- Eagle Fire Protection (no response)

**FUNDS REQUIRED:** \$13,750.00 from FY 2021-22 budget line item 40533-30340

**ATTACHMENTS:** Quotes 1033626 from Wayne Automatic Fire Sprinklers and from VCS Fire and Security

**RECOMMENDATION:** Approve staff's recommendation to award to the lowest, responsive and responsible bidder Wayne Automatic Fire Sprinkler's Quote #1033626 in the amount of \$13,750.00.

**ACTION:** Approve staff's recommendation.



**QUOTATION 1033626**

Wayne Automatic Fire Sprinklers, Inc.  
222 Capitol Ct  
Ocoee, FL34761

**LIFE SAFETY AGREEMENT – INSPECTION SERVICES**

*"Your One-Stop Safety Solution to Installation, Inspections, Service and Monitoring of Fire Alarms, Security and Fire Systems"*

CUSTOMER		BILL TO		JOB LOCATION	
COMPANY	City of Fruitland Park	City of Fruitland Park	City of Fruitland Park	DATE	May 10, 2022
ADDRESS	506 W. Berckman St.	506 W. Berckman St.	506 W. Berckman St.	EXPIRY DT	Jun 09, 2022
				SALES REP	Leah "Danielle" D Miles
CITY, STATE	Fruitland Park, FL34731	Fruitland Park, FL 34731	Fruitland Park, FL 34731	CELL PH	(407)276-6039
CONTACT	Robb Dicus	Robb Dicus	Robb Dicus	WORK PH	(407)656-3030, x2088
PHONE	3523606795	3523606795	3523606795	FAX	4076568026
EMAIL				EMAIL	ldmiles@waynefire.com

**FIRE SPRINKLER SYSTEM INSPECTION AND TESTING FREQUENCY**

Description	Qty	Price	Amount	Comment
NFPA 25 Annual Fire Hydrant Test	275.00	\$50.00	\$13,750.00	

**Annual Fire Sprinkler System Total: \$13,750.00**      **Accept: \_\_\_\_\_ Decline: \_\_\_\_\_**

*(Please Initial to Accept or Decline)*

**FIRE ALARM SYSTEM INSPECTION AND TESTING FREQUENCY**

Description	Qty	Price	Amount	Comment
<b>Annual Fire Alarm System Total:</b>				<b>Accept: _____ Decline: _____</b>

*(Please Initial to Accept or Decline)*

**MISCELLANEOUS**

Description	Qty	Price	Amount	Comment
<b>Miscellaneous Total:</b>				<b>Accept: _____ Decline: _____</b>

*(Please Initial to Accept or Decline)*

**NOTES**

□

**AUTHORIZATION:** The person executing the Life Safety Agreement ("Agreement") on behalf of the Customer/Subscriber of the subject systems, expressly warrants and covenants that he/she is the authorized representative of the Owner of the premises and is authorized to enter into this Agreement for and on behalf of the Owner or Owner's Designee and to bind Owner or Owner's Designee to all terms herein.

**SCOPE:** Customer/Subscriber may contract in the Agreement for one or more of the following services: fire sprinkler inspection, fire alarm inspection, and fire extinguisher inspection. The provisions of the General Terms and Conditions apply to all services provided and by Wayne Automatic Fire Sprinklers, Inc. ("WAFS") under the Agreement except as indicated otherwise in the General Terms and Conditions. This Agreement contains the entire understanding and final expression of Agreement and supersedes and replaces any previous agreements, promises or representations between the parties. This Agreement may be amended only in a writing signed by both parties.

**LIMITATION OF LIABILITY AND WARRANTIES: CUSTOMER/SUBSCRIBER UNDERSTANDS AND AGREES THAT WAFS MUST LIMIT ITS LIABILITY UNDER THIS AGREEMENT IN ORDER TO KEEP ITS PRICING REASONABLY AFFORDABLE. ACCORDINGLY, UNDER NO CIRCUMSTANCES SHALL WAFS' LIABILITY FOR ANY CLAIM, CAUSE OF ACTION, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR BODILY INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, PROPERTY LOSS AND/OR ATTORNEY'S FEES) ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL SUM OF FIFTY THOUSAND DOLLARS (\$50,000.00). THE CUSTOMER/SUBSCRIBER UNDERSTANDS AND AGREES THAT WAFS HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE CUSTOMER/SUBSCRIBER FURTHER UNDERSTANDS AND AGREES THAT WAFS MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED OR EQUIPMENT LEASED AND THAT NO REPRESENTATIVE OF WAFS HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.**

**WORK OF OTHERS AND EXISTING FIRE PROTECTION SYSTEM:** WAFS makes no warranty as to the quality of work performed by others or the functionality and design of the originally installed fire protection system(s) that are subject to this Agreement. WAFS makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire protection or notification equipment. WAFS cannot and does not guarantee that loss or damage will not occur.

**WAIVER OF SUBROGATION:** WAFS is not an insurer against loss or damage that may be suffered by Customer/Subscriber. Sufficient property and bodily injury insurance shall be obtained by and is the sole responsibility of Customer/Subscriber. Customer/Subscriber agrees to rely exclusively on Customer/Subscriber's insurer to recover for bodily injuries or property damage in the event of any loss or injury to the premises or property therein. Customer/Subscriber does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge WAFS from and against all damages, costs or expenses covered by Customer/Subscriber's insurance, it being expressly agreed and understood that no insurance company, insurer, surety or other entity/individual will have any right of subrogation against WAFS or any employee, agent, officer, director, shareholder, affiliate or independent contractor of WAFS.

**SEVERABILITY:** If any provisions of the entire Agreement shall be invalid or unenforceable under the laws of the jurisdiction applicable to the Agreement, such invalidity or unenforceable provision(s) shall be severed from the Agreement and the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of WAFS and the Customer/Subscriber shall be construed and enforced accordingly.

**TERM OF AGREEMENT/ RENEWALS:** The term of this Agreement shall be for a period of one year unless noted otherwise. This agreement shall renew on a yearly basis under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the Agreement at least 30 days prior to the expiration of any term.

**CANCELLATION:** This Agreement may be cancelled by Customer/Subscriber with thirty (30) days written notice to WAFS provided the contract term length is met. This Agreement may be cancelled by WAFS with thirty (30) days written notice to Customer/Subscriber.

**INSPECTION NOTIFICATION AND ACCESS:** Prior to WAFS performing any tests, the Customer/Subscriber must notify any alarm monitoring company, the local fire department, and all occupants and tenants. Customer/Subscriber understands and acknowledges it is responsible to maintain the fire protection system(s) in accordance with applicable NFPA Standards and any and all state or local rules, codes, statutes and other regulatory requirements, including, without limitation, the timing and performance of all inspections required by any such authorities. Customer/Subscriber acknowledges that in order to remain in compliance it is responsible to facilitate the scheduling of all inspections and access to all areas. It is further understood that WAFS will not enter or inspect any dwelling unit without a Customer/Subscriber representative present.

**ADDITIONAL EQUIPMENT:** In the event additional equipment is installed or the systems are modified after the date of this Agreement, the annual inspection charge shall be increased in accordance with WAFS's prevailing rates as of the first inspection of the additional equipment/modification.

**SCOPE OF INSPECTION:** The inspection and testing services provided by this Agreement are designed to determine the functionality of the inspected systems at the time of the inspection/test. The inspection and testing provided under this Agreement do not include: maintenance, repairs, alterations, or replacement of parts or any other field adjustments; daily, weekly or monthly inspection requirements and/or maintenance per NFPA 25 and/or 72; obstruction investigation or prevention; fire pump maintenance; testing of fire hoses; freeze plug inspection; or internal pipe inspection. WAFS may choose to offer such services at an additional charge and pursuant to a separate written agreement, but is not obligated under this Agreement to do so. The inspections and testing provided under this Agreement are NOT a system survey or engineering analysis of the system, its installation and/or its design. Any suggested improvements itemized on an inspection and/or testing report does not constitute an engineering review as such items are not part of the NFPA required inspection and test; such items will be noted as an inspection Observation. Inspection and testing services under this Agreement are not intended to reveal design or installation flaws or code compliance violations. WAFS makes no guarantee or assurance that all defects or deficiencies in the systems have been identified and itemized.

The scope of work under this Agreement is limited to the provision of inspection and testing services. WAFS is not required to move personal property, equipment, walls, and ceilings or like materials which may impede access or limit visibility. Portions of systems that are latent or concealed are excluded from the inspection.

Customer/Subscriber is responsible for the applicable NFPA 25 and 72 line items requiring test and inspection in intervals greater than the annual testing frequency (this includes the test and inspection of items such as, but not limited to, smoke detector sensitivity, fire sprinkler heads, three- and five-year inspections, sound pressures, etc.) unless otherwise specified in the Agreement.

**ADDITIONAL PAYMENTS:** In addition to the payments set forth herein, Customer/Subscriber agrees to be liable for and pay to WAFS any excise, sales, property, or other tax, telephone line charges, backflow permitting, third party reporting fees, and any increases thereof, which may be imposed upon WAFS because of this Agreement unless otherwise stated within the Agreement. Should WAFS be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this Agreement Customer/Subscriber agrees to pay WAFS for such service or material.

**WATER SUPPLY:** Testing and treatment of the water supply, and any costs associated therewith, are not covered by this Agreement and are the sole responsibility of the Customer/Subscriber. WAFS recommends that the water supply be tested and treated, where necessary, for any microbiological organisms that may influence corrosion, and will

provide such services upon execution of a separate written Agreement.

**WATER DISCHARGE:** WAFS will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc. Customer/Subscriber must provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and accepts all liability arising out of or relating to water discharge.

**LOCATION OF DEVICES:** Customer/Subscriber is responsible for locating and/or identifying all devices that are not visibly marked, such as duct detectors, damper controls, drum drips, low point drains, etc.

**DRY PIPE SYSTEM:** Customer/Subscriber is aware that dry pipe sprinkler systems must be drained after each operation of the dry valve to remove water from the system as residual water may freeze, cause damage to the pipes or other components, and cause significant water damage to the premises and property therein. During the inspection and testing of dry pipe systems, WAFS will utilize all accessible low point auxiliary drains and/or drum drips so that the residual water can be drained.

**DUCT DETECTORS:** If testing of Duct Detectors is included in this Agreement, the testing of the Duct Detectors will be limited to testing at floor level using approved smoke devices to test the entry of smoke into the sensing chamber of the Duct Detector head and through the use of remote testing key switches unless otherwise specified in the Agreement. Testing of the air flow across the sampling tube is not included in this Agreement.

**ATTICS:** To the extent that any attic is included in the agreement, only such equipment as is safely visible and accessible from the floored area of the attic will be subject to the Agreement.

**NFPA 25 and 72:** Customer/Subscriber has reviewed and is familiar with the National Fire Protection Association Standards 25 & 72 (NFPA 25 & 72) and understands the requirements and consequences of failure to comply with the requirements therein. Customer/Subscriber shall comply with the requirements of NFPA 25 & 72. Customer/Subscriber is responsible for maintaining all fire protection equipment and all alarm equipment and components in good, working order as outlined in the applicable NFPA Standards and any and all local rules, codes or standards applicable to the jurisdiction where the system(s) is/are located.

**SCOPE OF FIRE EXTINGUISHER INSPECTION:** NFPA 10 is the standard for portable fire extinguishers and inspection services related to Customer/Subscriber's fire extinguishers shall be provided in accordance with NFPA 10. Customer/Subscriber is familiar with NFPA 10, its requirements and Customer/Subscriber's responsibility and duties pursuant to NFPA 10. Services provided under this Agreement do not include an analysis or survey of the fire hazard and appropriate selection of fire extinguishers relative to the particular classification of hazards. Such analysis and survey can be performed pursuant to a separate, written agreement. The scope of this inspection is limited to the inspection, and maintenance (as defined by NFPA 10, Section 3.3.15) of the fire extinguishers in place at Customer/Subscriber's inspection location. Customer/Subscriber acknowledges that it is the Customer/Subscriber's responsibility to assure that inspection, maintenance and recharging of fire extinguishers occurs.

**FIRE EXTINGUISHER SERVICES/FREQUENCY:** The inspection and maintenance (as defined by NFPA 10, Section 3.3.15) provided pursuant to this Agreement shall be provided on an annual basis only pursuant to NFPA 10, Section 7.3.1.1.1. All other inspections and monitoring required to be performed monthly or more frequently than at one year intervals shall remain the sole responsibility of Customer/Subscriber unless this Agreement specifically provides for fire extinguisher inspections and services at intervals more frequently than on an annual basis.

**PAYMENT:** Payment is due and payable within thirty (30) days after billing. If Customer/Subscriber fails to make payment when due, WAFS shall have the right, in its sole discretion, to cancel this Agreement with thirty (30) days written notice to Customer/Subscriber. Customer/Subscriber shall pay any and all collection costs, including but not limited to attorney's fees and costs, incurred in the collection of past due accounts.

**GOVERNING LAW:** This Agreement shall be governed by the laws of the State where the job listed on the first page of this Agreement is located without reference to any conflict of laws principles.

**ASSIGNMENT:** Customer/Subscriber shall not assign this Agreement, or any rights or obligations herein, without the prior written consent of WAFS. Customer/Subscriber shall also provide WAFS thirty (30) days written notice in the event that it changes its property manager, billing address or site contact set forth on the first page of this Agreement.

**CONTRACT TOTAL (EXCLUDES APPLICABLE TAXES)**

**Total annual cost if paid according to the above breakdown: \$13,750.00**

ACCEPTANCE OF QUOTATION, TERMS AND CONDITIONS:	WAYNE AUTOMATIC FIRE SPRINKLERS, INC.:
Print Name:	WAFS Rep: Leah "Danielle" D Miles
Title:	Title: Life Safety Specialist
Date:	Date: 2022-05-10
Signature:	

**PLEASE FAX ALL PAGES TO 4076568026 OR EMAIL: [ldmiles@waynefire.com](mailto:ldmiles@waynefire.com)**

**Note: This proposal may be withdrawn by Seller if not accepted by the expiry date indicated on page one.  
Payment to be made as follows: NET 30. Visa and MasterCard accepted.  
A surcharge of 3% will be applied to credit card purchases.**

Corporate Office	Tampa	Fort Myers	Deerfield Beach	Jacksonville	North Carolina
222 Capitol Ct	3226 Cherry Palm Dr	4683 Laredo Ave	1500 S Powerline Rd Ste A	11326 Distribution Ave W	4370 Motorsports Dr SW
Ocoee, FL 34761-3019	Tampa, FL 33619-8337	Fort Myers, FL 33905-4924	Deerfield Beach, FL 33442-8185	Jacksonville, FL 32256-2745	Concord, NC 28027-8977

**Alabama A-0457 Florida EF20001320 Georgia LVA205941 North Carolina 29611-SP-FA/LV South Carolina FAC.3385 M**

**CITY OF FRUITLAND PARK  
AGENDA ITEM SUMMARY SHEET  
Item Number: 5c**

**ITEM TITLE:** FY 2022-23 Street Paving Quote

**MEETING DATE:** Thursday, July 14, 2022

**DATE SUBMITTED:** Friday, June 30, 2022

**SUBMITTED BY:** City Manager/Public Works Director

**BRIEF NARRATIVE:** **Item Description: FY 2022-23 Street Paving Quote**

Staff is recommending approval of roads up to budgeted amount for:

- all roads within the community redevelopment agency (CRA) district with the exception of Lime Street -- as suggested at previous City of Fruitland Park Commission meetings because of the possibility of a future parking lot being paved in the near future – with the price of \$194,100.00;
- non CRA roads except Wingspread Drive and Myrtle Lake Avenue that rate higher than the other roads but have issues at the entrances with a rating of 6 on the PASER rating system, lower than the general condition of the road. These roads will be readdressed on the next cycle of paving in FY 2023-24.

Costs are based on current Lake County paving contract with Paqco Inc. (Paquette Company). Contract pricing per yard is \$12.50 per yard but quote presented is at \$11.50 (a savings of \$1 a yard under contract pricing); current pricing has increased 28% over last year’s pricing due to current supply chain issues, petroleum prices, and inflation.

**FUNDS REQUIRED:** \$194,100.00 (budgeted in CRA) 20511-60631  
\$102,257.50 (budgeted in roads and streets) 01541-60631  
Capital Outlay

**ATTACHMENTS:** Paqco’s paving quote, ITB #19-0921 Lake County contract and contract renewal, and PASER Rating of all quoted roads accessed by public works director.

**RECOMMENDATION:** Approve the recommendation of staff and CRA

**ACTION:** Approval.



# PAQUETTE COMPANY

101 WEBER AVENUE  
LEESBURG, FL 34748  
PH. #(352) 365-0006 / FX. #(352) 315-0500

## CITY OF FRUITLAND PARK - 2022

TO: **MR. ROBB DICUS**  
[CITY OF FRUITLAND PARK](#)

PAQCO, Inc. proposes to furnish the following work, including all labor, materials and equipment - complete in accordance with the following:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
***	CRA ROADS				
1	JOSEPHINE AVENUE	3,400	SY	\$11.50	\$39,100.00
2	HALL STREET	1,445	SY	\$11.50	\$16,617.50
3	SEMINOLE AVENUE (3" MILLING)	2,180	SY	\$8.00	\$17,440.00
4	SUNSET WAY (3" MILLINGS)	1,170	SY	\$8.00	\$9,360.00
5	OLD DIXIE AVENUE (3" MILLINGS)	590	SY	\$8.00	\$4,720.00
6	WEST CATAWBA STREET (3" MILLINGS)	370	SY	\$8.00	\$2,960.00
7	LIME STREET (3" MILLINGS)	1,710	SY	\$8.00	\$13,680.00
8	VICTORIA AVENUE	900	SY	\$11.50	\$10,350.00
9	PASO ALLEY	1,430	SY	\$11.50	\$16,445.00
10	SOUTH PENNSYLVANIA AVE (EDGE MILLING)	2,875	SY	\$12.50	\$35,937.50
11	MULLBERRY STREET (468 / JUDITH)	1,560	SY	\$11.50	\$17,940.00
12	WEST FRUITLAND STREET	2,020	SY	\$11.50	\$23,230.00
	<b>SUB TOTAL CRA ROADS</b>				<b>\$207,780.00</b>
***	NON CRA ROADS				
1	WINGSPREAD DRIVE	3,000	SY	\$11.50	\$34,500.00
2	WODD DUCK LANE	1,450	SY	\$11.50	\$16,675.00
3	FOREST GLEN DRIVE	2,055	SY	\$11.50	\$23,632.50
4	RIDGEWIND COURT	1,285	SY	\$11.50	\$14,777.50

5	GLEN CREEK COURT	985	SY	\$11.50	\$11,327.50
6	CLEARBROOK COURT	1,475	SY	\$11.50	\$16,962.50
7	DEER GLEN COURT	1,455	SY	\$11.50	\$16,732.50
8	MYRTLE LAKE AVE (CITY PORTION)	3,885	SY	\$11.50	\$44,677.50
9	FIX SHOULDER ON POINSETTIA AVE	1	LS	\$2,150.00	\$2,150.00
	<b>SUB TOTAL NON CRA ROADS</b>				<b>\$181,435.00</b>
1	STOP BARS	1	LS	\$2,000.00	\$2,000.00
***	STREETS BID AS A WHOLE BASED ON 1 1/4" SP-9.5 ASPHALT				
***	INCLUDES TACK COAT				
***	INCLUDES TRAFFIC CONTROL AND PREPWORK PRIOR TO PAVING				
***	INCLUDES RE STRIPING PAVED AREAS				
***	MILLING JOINTS AND KEYWAYS INCLUDED				
				<b>PROPOSAL TOTAL:</b>	

**TERMS:**

Net cash upon receipt of invoice, no retainage to be held. Subject to credit approval. All monies not paid when due shall bear interest at the maximum rate allowed by law at the place of the project and any cost incurred in collection said monies. Including Attorney fees and court cost will be due under this contract.

- \*\*\* Existing cracks can reflect through new asphalt over time
- \*\*\* Tack coat to be applied at Paqco, Incs discretion

**BID BASED ON \$79.00 PER TON PLUS TAX IF COST OF ASPHALT INCREASES ADDITIONAL COST WILL BE INCURED.**

ESTIMATE EXPIRATION: This proposal is valid for 60 days.

Proposed by:  
**PAQCO, Inc.**

Accepted by:

\_\_\_\_\_  
Fay Paquette Vice President

Date

\_\_\_\_\_  
Date

**CORPORATE OFFICE**  
3372 Capital Circle NE  
Tallahassee, Florida 32308  
Phone: (850) 385-5060 • Fax: (850) 385-5420

**FREEPORT OFFICE**  
160 Industrial Park Road  
Freeport, Florida 32439  
Phone: (850) 835-3500 • Fax: (850) 835-3519

**PANAMA CITY OFFICE**  
1603 Bay Avenue  
Panama City, Florida 32405  
Phone: (850) 769-6640 • Fax: (850) 769-7775

**GULF COAST TERMINAL**  
122 South Center Avenue  
Panama City, Florida 32401  
Phone: (850) 769-7513 • Fax: (850) 769-7594

**PENSACOLA OFFICE**  
4375 McCoy Drive  
Pensacola, Florida 32503  
Phone: (850) 433-3001 • Fax: (850) 434-8971



www.cwrcontracting.com

**HOSFORD OFFICE**  
P.O. Box 188  
Hosford, Florida 32334  
Phone: (850) 379-8116 • Fax: (850) 379-8188

**WILDWOOD OFFICE**  
4208 County Road 124-A  
Wildwood, Florida 34785  
Phone: (352) 330-2540 • Fax: (352) 330-2609

**PLANT CITY OFFICE**  
2102 Jim Johnson Road  
Plant City, Florida 33566  
Phone: (813) 756-2009 • Fax: (813) 659-4436

**OKEECHOBEE OFFICE**  
806 NW 9th Street  
Okeechobee, Florida 34972  
Phone: (863) 763-7373 • Fax: (863) 763-7379

**PALM CITY OFFICE**  
8530 SW Jayme Way  
Palm City, Florida 34990  
Phone: (772) 288-0951 • Fax: (772) 288-0983

April 20, 2022

CWR Contracting, Inc.  
Stuart Savoy, Area Manager  
4208 CR 124-A  
Wildwood, FL 34785

*RE: Asphalt Mix – 2022 Pricing Update*

To whom it may concern,

Effective May 1<sup>st</sup> 2022, please find below CWR Contracting, Inc. new pricing for asphalt mix from the *Wildwood Plant*:

**New Wildwood FOB Pricing 5/1/22**

SP 12.5 35%, PG52-28	\$77.00/TN plus tax
FC 12.5 TL-C 20%, PG76-22	\$93.00/TN plus tax
SP 9.5 35%, PG52-28	\$79.00/TN plus tax
FC 9.5 TL-C 20%, PG76-22	\$98.00/TN plus tax
FC-5 Virgin, PG76-22	\$TBD/TN plus tax (call for price)

Mix loaded between the hours of 6:00am – 6:00pm (EST). If you would like to request a quote on a specific project, please feel free to contact our Plant Manager – James Moller (850) 625-2837 or [jmoller@cwrcontracting.com](mailto:jmoller@cwrcontracting.com)

In addition, please be sure to accept quotes within 30 days. CWR must receive acceptance in order to honor provided price for the duration specified on the quote.

Thank you for your business and we look forward to serving your asphalt needs!

Regards,

A handwritten signature in black ink, appearing to read 'Stuart T. Savoy'.

Stuart T. Savoy  
Area Manager





**MODIFICATION OF CONTRACT**

Modification Number: Four (4) Effective Date: 6/1/2022	Contract Number: 19-0921 Title: <u>On-Call Pavement &amp; Base Repair Contractor</u> Effective Date: June 1, 2019
Contracting Officer: Amy Munday E-mail: <a href="mailto:amunday@lakecountyfl.gov">amunday@lakecountyfl.gov</a> Telephone Number: 352.343.9768	Contractor Name and Address: Name: PAQCO, Inc. Address: 101 Weber Avenue City: Leesburg, Florida 34788 ATTENTION: Fay Paquette – Vice President
Issued By: <div style="text-align: center;">           Procurement Services            Lake County Administration Building            315 W. Main St., Suite 441            Tavares, Florida 32778-7800         </div>	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> Contract modification to extend for one (1) year, expiring May 31, 2023.	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: _____ Print Name: <u>JAY S. PAQUETTE</u> Title: <u>PRESIDENT</u> Date: <u>JUNE 6 2022</u> E-mail: <u>fay@paqcoinc.com</u> Secondary E-mail: <u>jpaquette@paqcoinc.com</u>	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: Contracting Officer Date: <u>June 6, 2022</u>
<b>Distribution:</b> Original – Bid File Copy – Contractor Contracting Officer	



Public Works Department  
202 W Berckman St.  
Fruitland Park, FL 34731

Tel. (352) 360-6795  
Fax (352) 360-6793

Gary,

I have finalized a list of roads to be paved this fiscal year (2022), that you can present to the city commission for approval. The list is as follows.

#### CRA Roads

- 1) Josephine Ave.
- 2) Hall St.
- 3) Seminole Ave. (gravel)
- 4) Sunset Way (gravel)
- 5) Old Dixie Ave. (gravel)
- 6) West Catawba St. (gravel)
- 7) Lime St. (gravel)
- 8) Victoria Ave.
- 9) Paso Alley
- 10) South Pennsylvania Ave. (Palm St. to county retention)
- 11) Mulberry St. (468 to Judith Ave.)
- 12) West Fruitland St.

#### Non CRA Roads

- 1) Wingspread Dr.
- 2) Wood Duck Ln.
- 3) Forest Glen Dr. (Myrtle Lake Ave. to Bell Creek Loop)
- 4) Ridgewind Ct.
- 5) Glen Creek Ct.
- 6) Clearbrook Ct.
- 7) Deer Glen Ct.
- 8) Myrtle Lake Ave.
- 9) Fix shoulder on Poinsettia Ave. (2 places)

Gravel roads will be graded flat then resurfaced with 4 inches of asphalt millings then rolled to compact.

I feel that this will be a close representation of the funds we have available but I will add or delete roads depending on where the pricing comes in on these roads.

Robb Dicus

Public Works Director

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA  
AND PAQCO, INC.  
FOR ON-CALL PAVEMENT AND BASE REPAIR CONTRACTOR  
ITB # 19-0921**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and PAQCO, Inc., a Florida for profit corporation, its successors and assigns (the CONTRACTOR).

**WITNESSETH:**

**WHEREAS**, the COUNTY publicly submitted an Invitation to Bid (ITB#) 19-0921, seeking entities to provide on-call road repairs for the COUNTY; and

**WHEREAS**, CONTRACTOR desires to perform such services subject to the terms of this Agreement.

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

**Article 1. Recitals**

1. The foregoing recitals are true and correct and incorporated herein.

**Article 2. Scope of Professional Services**

2.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONTRACTOR to provide to provide all labor, materials, and equipment to completed on-call road repairs, including base repairs, milling, installation of asphalt, and installation of striping to match the preexisting markings, for Lake County as more specifically listed in **Attachment A - Scope of Services** and **Attachment B -Addendums**, attached hereto and incorporated herein,. The Scope of Services may be modified by an amendment to this Agreement, but to be effective and binding such amendment must be in writing and signed by an authorized representative of the CONTRACTOR and the Lake County Public Works Department. CONTRACTOR acknowledges and agrees that if work is assigned to CONTRACTOR, each individual project shall have a specific scope agreed to by the parties by way of a task work order. **ALL TASK WORK ORDERS SHALL BE REVIEWED AND APPROVED BY THE LAKE COUNTY OFFICE OF PROCUREMENT SERVICES AND THE LAKE COUNTY ATTORNEY'S OFFICE FOR THE COUNTY PRIOR TO THE CONTRACTOR BEGINNING ANY WORK ON THE ASSIGNED PROJECT OR PAYMENT BEING MADE TO CONTRACTOR.**

2.2 This Agreement shall commence on the first calendar day of the month succeeding approval of the Agreement by the COUNTY, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial term of this Agreement will be for twelve (12) months and will remain in effect until completion of the expressed and/or implied warranty period. The COUNTY reserves the sole right to renew this Agreement for four (4) additional one (1) year periods. CONTRACTOR shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement.

Prior to completion of each exercised contract term, the COUNTY may consider an adjustment to price based on the percentage change between the base index and the current month index according to the State of Florida DMS bulk fuel gasoline and diesel for unleaded gas, Florida PAD 1, Orlando. It is the CONTRACTOR's responsibility to request in writing any pricing adjustment under this provision. The

contract unit prices may be adjusted based on the movement of the stated index. The base index value will be the index number for the month prior to the due date of the solicitation. The current month index will be the last month's index published before the request for a price redetermination is made. The COUNTY reserves the right to also request index-based adjustments if it is deemed to be in the COUNTY's best interest.

CONTRACTOR's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received, the COUNTY will assume that CONTRACTOR has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The COUNTY reserves the right to reject any written price adjustments submitted by CONTRACTOR and to not exercise any otherwise available option period based on such price adjustments. Continuation of this Agreement beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

2.3 CONTRACTOR agrees that this Agreement will be an open quantity contract. The COUNTY does not guarantee to CONTRACTOR any minimum amount of work throughout the term of this Agreement. Furthermore, CONTRACTOR agrees and acknowledges that in the event CONTRACTOR cannot meet the COUNTY's specifications, including but not limited to time for completion or cost for individual project, that the COUNTY reserves the sole right to offer the individual project to the COUNTY's other CONTRACTOR(s).

2.4 Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the COUNTY and CONTRACTOR, continue until completion at the same prices, terms and conditions.

2.5 CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONTRACTOR during the term of this Agreement. CONTRACTOR shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the contract.

### **Article 3. Payment**

3.1 Payment shall be based upon a lump sum fee, arrived at utilizing the hourly rates set forth in Pricing Schedule, attached hereto and incorporated herein as **Attachment C**. The personnel needed for each individual project shall be determined through the Task Work Order.

3.2 CONTRACTOR shall submit invoices to the COUNTY user department within thirty (30) calendar days from delivery of goods or services. Under no circumstances may the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the items. All invoices must contain the contract and purchase order number (if applicable), the specific task number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative.

3.3 The COUNTY will make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONTRACTOR may be considered in default and this Agreement may be terminated.

3.4 Other than the fees and rates set forth in Attachment B, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

3.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONTRACTOR agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONTRACTOR pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONTRACTOR by the COUNTY upon request.

#### Article 4. COUNTY Responsibilities

4.1 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.

4.2 The COUNTY retains the right to inspect all work to verify compliance with this Agreement.

#### Article 5. Special Terms and Conditions

5.1 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any service under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

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

5.2 Assignment of Agreement This Agreement shall not be assigned or sublet except with the written consent of Lake County's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONTRACTOR. In the event CONTRACTOR is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition

process, CONTRACTOR shall notify the COUNTY immediately. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY's approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause.

### 5.3 Insurance.

A. CONTRACTOR shall purchase and maintain, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of CONTRACTOR under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section, must be furnished by CONTRACTOR to the COUNTY within five (5) working days of such request and must be received and accepted by the COUNTY prior to contract execution and before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance shall insure CONTRACTOR is in accordance with the following minimum limits:

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

Each Occurrence/General Aggregate \$1,000,000/\$2,000,000  
Products-Completed Operations: \$2,000,000  
Personal & Adv. Injury: \$1,000,000  
Fire Damage: \$50,000  
Medical Expense: \$5,000  
Contractual Liability: Included

- (ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit: \$1,000,000

- (iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

- (iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident: \$1,000,000  
Disease-Each Employee: \$1,000,000  
Disease-Policy Limit: \$1,000,000

- (v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, CONTRACTOR, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 per claim and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear all applicable policies, except workers' compensation and professional liability.

C. Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of cancellation or nonrenewal of the required insurance. It is the CONTRACTOR's specific responsibility to ensure that any such notice is provided within the stated timeframe. Certificate(s) of insurance shall identify the RFP number in the Description of Operations section of the Certificate.

D. CONTRACTOR must provide a copy to the COUNTY of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

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

F. Certificate holder shall be:

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

G. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions.

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

I. CONTRACTOR shall be responsible for sub-CONTRACTORS, if any, and their insurance. Sub-CONTRACTORS are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with CONTRACTOR's requirements.

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

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

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

**5.5 Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONTRACTOR, supplier or sub-CONTRACTOR under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**5.6 Indemnity.** CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. In accordance with Section 725.08, Florida Statutes, the CONTRACTOR agrees for good and valuable consideration to indemnify, and hold the COUNTY, its commissioners, and its employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Agreement.

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

**5.8 Ownership of Deliverables.** Upon completion of and payment for a task CONTRACTOR agrees all tasks and/or deliverables under this Agreement, and other data generated or developed by CONTRACTOR under this Agreement or furnished by COUNTY to CONTRACTOR shall be and/or remain the property of COUNTY. CONTRACTOR shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY, at COUNTY'S expense. Additionally, CONTRACTOR hereby represents that it has full right and authority to perform its obligations specified in this Agreement. CONTRACTOR and COUNTY recognize that CONTRACTOR'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONTRACTOR'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

**5.9 Return of Materials.** Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement. CONTRACTOR may keep copies of all work product for its records.

**5.10 Retaining Other Contractors.** Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

**5.11 Truth in Negotiation Certificate.** For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.



**5.12 Codes and Licenses.** All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances. During the term of this Agreement, CONTRACTOR must be appropriately licensed to provide the services provided under this Agreement.

**5.13 Prohibition Against Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**5.14 Public Records.** Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified in this Agreement.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT [purchasing@lakecountyfl.gov](mailto:purchasing@lakecountyfl.gov).**

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

**5.15 Right to Audit.** The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request

make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with sub-CONTRACTORS in connection with the work performed under this Agreement.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of CONTRACTOR'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to CONTRACTOR.

**5.16 Completion of Work.** All work performed by CONTRACTOR shall be in accordance with good commercial practice. The work schedule and completion dates must be adhered to by CONTRACTOR, except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of CONTRACTOR. In these cases, CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the COUNTY. Should CONTRACTOR fail to complete the work within the number of days stated in its offer, or the "not-to-exceed" timeframe cited above, it is hereby agreed and understood that the COUNTY reserves the authority to termination this Agreement and to secure the services of another contractor to complete the work. If the COUNTY exercises this authority, the COUNTY will reimburse CONTRACTOR for work which was completed and found acceptable, if any, to the COUNTY in accordance with the contract specifications. The COUNTY may, at its option, demand payment from CONTRACTOR, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the COUNTY as a result of having to secure the services of another contractor. If the CONTRACTOR fails to honor this invoice or credit memo, the County may terminate this Agreement for default.

**5.17 Accuracy.** CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONTRACTOR must promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to CONTRACTOR by the County's project administrator, who may confirm all such verbal reports in writing. CONTRACTOR shall bear all costs of correcting such rejected work. If CONTRACTOR fails to correct the work within the period specified, the COUNTY may, at its discretion, notify CONTRACTOR, in writing, that CONTRACTOR is subject to contractual default provisions if the corrections are not completed to the satisfaction of the COUNTY within seven (7) calendar days of receipt of the notice. If CONTRACTOR fails to correct the work within the period specified in the notice, the COUNTY shall place CONTRACTOR in default, obtain the services of another vendor to correct the deficiencies, and charge the CONTRACTOR for these costs, either through a deduction from the final payment owed to CONTRACTOR or through invoicing. If CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

**5.18 Acceptance of Goods or Services.** The products delivered will remain the property of the CONTRACTOR, and services rendered under this Agreement will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the COUNTY and must

be in compliance with the terms in the contract, fully in accord with the specifications and of the highest quality. Any goods or services purchased under this Agreement may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the COUNTY reserves the right to terminate this Agreement or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charges for any conforming action taken by the COUNTY under this clause. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONTRACTOR. Any cost incurred by the COUNTY in any re-procurement plus any increased product or service cost will be withheld from any monies owed to CONTRACTOR by the COUNTY for any contract or financial obligation.

**5.19 Warranty.** CONTRACTOR agrees that the product or service furnished to the COUNTY will be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products or services and the rights and remedies provided in this Agreement will be in addition to the warranty and do not limit any right afforded to the County by any other provision.

**5.20 Business Hours of Operation.** No work may be done on County Holidays, Saturday, Sunday, or on any days between the hours of 5:00 P.M. and 7:00 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative. No overtime work may be started without prior approval of the immediate project manager or his/her designated representative. County Holidays are as follows: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day.

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

**5.22 Protection of Property.** All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest must be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this contract, and the CONTRACTOR will be held responsible for repairing or replacing damaged property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR's operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items damaged as a result of CONTRACTOR or subcontractor operations belonging to third parties, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mail boxes, turf, signs, or other property must either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, lessees, invitees, or agents

of the COUNTY, including but not limited to personal items and furniture, must either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY. The CONTRACTOR shall re-grade and re-sod any areas that are disturbed by the CONTRACTOR during the course of the work being completed.

**5.23 Clean-Up.** CONTRACTOR shall be responsible for the removal of all surplus material and debris from the work site at the end of each work day, and dispose of in an appropriate and lawful manner. All costs associated with clean-up and debris removal shall be included in the lump sum price stated elsewhere herein. CONTRACTOR shall leave the site clean and neat.

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

**5.25 Accident Notification.** If in the course of completing work as part of this Agreement there is an accident that involves the public, the CONTRACTOR shall as soon as possible inform the COUNTY of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) business days of the incident. If law enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the COUNTY.

**5.26 License and Permits.** The CONTRACTOR shall remain appropriately licensed throughout the term of this Agreement. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. It is the responsibility of the CONTRACTOR to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the CONTRACTOR.

#### **Article 6. Miscellaneous Provisions**

**6.1** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. CONTRACTOR waives its right to a jury trial for any action arising from this Agreement.

**6.2** The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

**6.3** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

**6.4** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto, unless otherwise stated herein.

**6.5** The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.6 During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.7 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.8 With the consent of CONTRACTOR, other agencies, including Lake County, Florida, may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.9 CONTRACTOR shall act as the prime CONTRACTOR for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All sub-CONTRACTORS will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in sub-CONTRACTORS shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for any and all sub-CONTRACTORS. Even if the sub-CONTRACTOR is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

6.10 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.11 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONTRACTOR:

Paqco, Inc.  
101 Weber Avenue  
Leesburg, FL 34748

If to COUNTY:

Lake County Manager  
315 W. Main Street  
P.O. Box 7800  
Tavares, FL 32778

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

**Article 7. Scope of Agreement**

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

7.2 This Agreement contains the following attachments, all of which are incorporated into this Agreement:

- Attachment A – Scope of Services
- Attachment B - Addendums
- Attachment C – Pricing Schedule

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman and by CONTRACTOR through its duly authorized representative.

**CONTRACTOR**


PAQCO, INC.

By: 

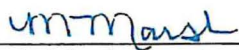
Jay S. Paquette, President

This 11 day of APRIL, 2019.

ATTEST:

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

Approved as to form and legality:

  
\_\_\_\_\_  
Melanie Marsh, County Attorney

COUNTY

BOARD OF COUNTY COMMISSIONERS  
OF LAKE COUNTY, FLORIDA



  
\_\_\_\_\_  
Leslie Campione, Chairman

This 10<sup>th</sup> day of May, 2019.

## ATTACHMENT A – SCOPE OF SERVICES

### **PAVEMENT AND BASE REPAIR CONTRACTOR, ON-CALL**

Pursuant to the terms and conditions of this Agreement, the Contractor as the vendor agrees to provide services to the County as set forth in this Scope of Services. The vendor must furnish all labor, equipment, fuel, materials, and any other items needed to perform all operations necessary to complete this work in strict accordance with these specifications, any applicable drawings, and is subject to the terms and conditions of the contract.

The County estimates using approximately 6,500 square yards of base repairs per fiscal year. This quantity is an estimate only and is given only to allow for preparation of the bid. **QUANTITIES ARE NOT GUARANTEED FROM THIS INVITATION TO BID.** Any contract entered into will be on an as-needed basis.

The vendor must provide competent and qualified personnel to perform the work as required by the contract specifications. The vendor must, at all times, maintain good discipline and order at the work site. The vendor shall provide a list of all foreman and supervisors who will perform the work, to include twenty-four (24) hour emergency contact telephone numbers. The vendor will maintain a dress code for their employees with a minimum of shirt, safety vest, shorts and shoes, in decent condition, at all times while on the jobsite. The County will require that the vendor remove from the work site any of the vendor's personnel that the County Project Manager determines to be incompetent, careless or otherwise objectionable. Upon receipt of the written notice, the vendor must remove the cited personnel immediately. No request for time extensions will be granted for the removal of any cited personnel.

The vendor must furnish the County Project Manager with a list of all subcontractors performing work on the contract, if any, with their contact information.

Unless otherwise specified, all work under the contract must be completed in accordance with the most recent edition of the Florida Department of Transportation's (FDOT's) "Standard Plans for Road and Bridge Construction".

It will be the responsibility of the vendor to make a video in DVD, flash drive, or electronic format of all current conditions such as, but not limited to: driveways, road intersections, vegetation, etc., before any work commences. The vendor will focus on any deficient conditions present at the time of the recording. The date and time must be recorded on the video at the time it is being created. A copy of the video must be supplied to the County Project Manager before the commencement of any work as outlined on the Project Order Form.

#### **NOTICE TO PROCEED**

All work must be ordered by the County Project Manager with a Notice to Proceed.

The vendor will have sixty (60) calendar days to COMPLETE the project from the date of receipt of the work request regardless of the amount of work described unless otherwise stated on the Notice to Proceed. No additional days will be provided for normal weather delays. Average number of days of rainfall will be determined by the Southeast Regional Climate Center which can be found at the following link:

[http://www.sercc.com/climateinfo/historical/historical\\_fl.html](http://www.sercc.com/climateinfo/historical/historical_fl.html) .

Days for calculating actual rainfall are days recorded with rainfall on the Weather Underground website which can found at the following link: <http://www.wunderground.com> .



If above average rainfall occurs, the vendor may request a time extension to complete the project. Should the vendor be obstructed or delayed in the prosecution of, or completion of the project as a result of unforeseeable causes beyond the control of the vendor, and not due to his fault or neglect, including but not restricted to acts of nature or the public enemy, acts of government, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, employee strikes or lockouts, the vendor must notify the County Project Manager in writing within two (2) business days after the commencement of such delay, stating the cause or causes of the delay, or be deemed to have waived any right which the vendor will have had to request a time extension.

If the vendor complies with the two (2) business days' notice requirement, the County Project Manager will ascertain the facts and the extent of the delay being claimed. The County Project Manager's findings of fact will be final and conclusive on the parties. The vendor must cooperate with the County Project Manager's investigation of the delays by providing any schedules, correspondence or other data that will be required to complete the findings of fact. Extensions to the contract time will be granted for only delays that impact the vendor's construction schedule. Any extensions of contract time will be given at the discretion of the County Project Manager and must be authorized by a Change Order approved in accordance with Board policy.

The vendor must contact the County Project Manager two (2) business days prior to starting any job. All work, once started, must be completed before any other work will commence on subsequent work projects. The only exception will be when the County determines that such other work is in the best interest of the County and should be expedited.

#### METHOD OF OPERATIONS

The Notice to Proceed will outline the area and dimension to receive pavement repair. This area must be field marked in pink paint. Each area on the Notice to Proceed must have an individual calculation of square yards to repair. This yardage calculation will determine which unit cost will be assessed for that particular repair should multiple repairs occur on one Notice to Proceed.

The vendor must assess the County a single mobilization/demobilization charge for each repair not within 2,640 feet of the beginning or end of another repair. Example 1: County provides a Notice to Proceed to the vendor outlining two (2) repairs on Maple Street. The repairs are 300 hundred feet from the end of one repair to the beginning of the next. The vendor will only be permitted to assess one (1) mobilization/demobilization charge. Example 2: County provides a Notice to Proceed to the vendor outlining two (2) repairs on Elm Street. The repairs are 2,750 feet from the end of one repair to the beginning of the next. The vendor will be permitted to assess two (2) mobilization/demobilization charges. Example 3: County provides a Notice to Proceed to the vendor outlining four (4) repairs on Pine Street. The repairs are 565 feet from the end of the first repair to the beginning of the second, 1,698 feet from the end of the second repair to the beginning of the third, and 1,500 feet from the end of the third repair to the beginning of the fourth. The vendor will be permitted to assess one (1) mobilization/demobilization charge as distance between any one repair does not exceed 2,640 feet. The mobilization/demobilization charge must include all costs associated with the complete mobilization and demobilization of labor and equipment to and from the jobsite.

Questions or issues concerning the repair sizes or any other information listed on the Notice to Proceed will be addressed and agreed upon in writing by the County Project Manager prior to

performance of work. Any work performed without such an agreement by all parties will be paid as stated on the Notice to Proceed in accordance with the terms and conditions of the contract.

#### ROAD BASE REPAIRS

The vendor must saw cut outside the area marked with paint. All saw cuts will be performed to leave only square or rectangular shaped repairs. Any jagged or misshaped repairs will be rejected and replaced by the vendor at no additional cost to the County.

Upon performing saw cutting of existing pavement. The vendor must remove existing asphalt, road base material, and any sub-base/sub-grade material necessary to accommodate the installation of a minimum depth of eight (8) inches of compacted limerock base and one (1) inch of asphalt, unless otherwise directed on the Notice to Proceed, or to a depth determined by the County Project Manager. Finished elevation of the repair must be at base pre-repair condition and shall allow for the specified depth of asphalt, unless otherwise directed by the County in writing on the Notice to Proceed.

The unit cost for road base repair must be all inclusive to include all of the following items: traffic control, saw cutting, excavation, limerock installation and compaction, trucking, disposal, and any other incidental charges associated with the repair. Asphalt must be specified and invoiced under a different line item.

#### MILLING

At the discretion of the County, milling may be required to repair an area without doing base repairs.

If milling is required and traffic is to be maintained prior to the placement of the new asphaltic concrete, the vendor must ensure that suitable transitions between areas of varying thickness are created to allow for a smooth longitudinal riding surface. The vendor must sweep all milled areas in a manner that will minimize dust prior to opening to traffic or before starting the overlay process. All millings created by this process will become the property of the vendor and it will be the vendor's responsibility to remove them from the project site. The County Project Manager will determine the thickness of the area to be milled. Milling will occur in increments of one (1) inch. The vendor will be compensated at the unit price for the milling as specified in the vendor's bid.

#### ASPHALT

The vendor must install and compact Recycled SP9.5 hot mix asphalt at a depth of one (1) inch unless otherwise noted on the Notice to Proceed. The vendor must install the new asphalt to ensure that the transition joints are not excessive and a good quality ride is provided when finished. The final result of the installation of the asphalt must provide an even transition with the existing area. No more than one-quarter ( $\frac{1}{4}$ ) inch difference in height will be allowed for the transition of the two (2) areas.

Payment will be calculated by the square yard as stated on the Notice to Proceed and will be all inclusive, but not limited to the following items: traffic control, asphalt installation and compaction, trucking, any disposal, and any other incidental charges associated with the repair. A tack coat must be used to ensure a good bond to the existing base and asphalt. Asphalt must be installed at a minimum rate of one (1) inch thick compacted, unless otherwise specified by the County Project Manager.

Asphalt restoration associated with road base repairs must be completed no later than forty-eight (48) hours after removal. Under no circumstances will the vendor leave open areas unattended for more than the specified time frame, unless authorized in writing by the County Project Manager.

#### STRIPING

Unless otherwise directed by the County Project Manager, all pavement markings must be installed to meet the existing layout and must be included as a separate unit cost item on the Notice to Proceed. It is the responsibility of the vendor to ensure the current (before resurfacing) striping layout is recorded so that the same layout is placed on the newly resurfaced road, unless the County supplies a new pattern to be used. Any striping installed in a different layout than that previously existing must be removed and replaced by the vendor at no additional cost to the County unless previously directed in writing.

Any roadway markings that are disturbed as part of the base repair must be replaced with thermoplastic markings, as directed by the County Project Manager. All pavement marking work will be performed in accordance with the requirements of the latest edition of the following manuals and publications, including, but not limited to: the Florida Department of Transportation "Standard Plans for Road and Bridge Construction" and the Federal Highway Administration "Manual of Uniform Traffic Control Devices".

#### PUBLIC NOTIFICATION OF WORK

At the discretion of the County Project Manager, the vendor may be required to utilize Portable Changeable Message Signs (PCMS, FDOT Index 102-600) for public notification of work.

When the vendor is required to install a Portable Changeable Message Sign (PCMS, FDOT Index 102-600), it must be located at each end of the proposed work zone, unless directed otherwise by the County Project Manager, two (2) days prior to construction and all during construction in order to inform residents and roadway users of the impending construction. The PCMS must display lane closure information including but not limited to anticipated lanes to be closed, extent of lane closure (i.e. "Next 2 Miles"), daily hours of closure, and temporary speed restrictions. Any and all costs associated with the PCMS will be all inclusive in the lump sum bid price.

The vendor will be compensated on a per unit per day rate as stated on the Notice to Proceed form. Any and all costs associated with the Portable Changeable Message Signs must be all inclusive and shall be invoiced at the unit rate as stated on the bid sheet.

#### UNDERGROUND UTILITIES

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the vendor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call at 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the vendor shall be the responsibility of the vendor. The proper utility company shall be contacted immediately if damage has occurred to expedite the repairs. The vendor shall notify the County Project Manager.

#### MAINTENANCE OF TRAFFIC (MOT)

Unless otherwise specified, the standard specifications to be used for the work shall be the most applicable and the most stringent of the following:

- A. Maintenance of traffic shall be the responsibility of the vendor, is part of the vendor's proposal price, and shall confirm to FDOT's most current editions of "STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION" or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", or Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," and all supplemental specifications thereto. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at: [www.dot.state.fl.us/mapsandpublications](http://www.dot.state.fl.us/mapsandpublications).
- B. All costs associated with MOT must be included in the vendor's proposal price. No separate line items for MOT will be included in the cost estimate. If the vendor does not comply with the FDOT and the FHWA (i.e. signs, qualified flaggers, or barricades), the County reserves the right to direct the vendor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.
  1. All lane closures shall have the prior approval of the County's Project Manager.
  2. The foregoing above requirements are to be considered as minimum and the vendor's compliance shall in no way relieve the vendor of final responsibility for providing adequate traffic control devices for the protection of the public and vendor's employees throughout the work area.
  3. The use of public roads and streets by the vendor shall provide a minimal inconvenience to the public and traffic. Furthermore, if the vendor is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

#### DAMAGE

All items damaged as a result of the vendor or subcontractor operations, such as but not limited to, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mailboxes, turf, etc., shall be either repaired or replaced by the vendor, at its expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any invoices submitted to the County which are determined to be the result of damage done by the vendor, shall be the responsibility of the vendor. County reserves the right to pay any such invoices and deduct such costs from the vendor's invoice. Repairs, or receipt of repairs, shall be completed and submitted to the County prior to submission of the vendor's invoice for work accomplished.

If the vendor damages a County sign or other property owned by the County, it shall be the responsibility of the vendor to repair the item back to the original condition. If the repair is not in accordance with County standards, the County shall repair the item and deduct the associated cost from the amount due the vendor.

Complaints shall be addressed by the vendor within forty-eight (48) hours and a written report shall be submitted to the Project Manager outlining actions taken to correct the complaint. The vendor shall notify the Project Manager immediately of any complaints given directly to the vendor.

## EQUIPMENT

The vendor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein this solicitation. If, in the opinion of the County Project Manager, the vendor has insufficient equipment on the job to satisfactorily complete the work within the required time, the vendor shall provide additional equipment as directed by the County Project Manager.

County reserves the right to inspect and approve all equipment before it is placed in service. If at any time the County Project Manager determines that any equipment is deficient in any way, the vendor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the County Project Manager. Inspection and approval of the vendor's equipment by the County Project Manager shall not relieve the vendor of responsibility or liability for injury to persons or damage to property caused by the operation of the vendor's equipment, nor shall it relieve the vendor of the responsibility to meet the established time for the completion.

## QUALITY CONTROL/CORING

At the discretion of the County, an independent testing firm may be obtained by the County to take coring samples from the repaired areas. The County will have the option of completing one (1) core per repaired area and one (1) core per every ten (10) square yards of repair if the size of the repair is greater than ten (10) square yards. If it is determined that the repairs meet the specifications as outlined within, the County will bear the cost of the coring. If it is determined that the work does not meet the specifications as outlined within, the vendor will be responsible for the cost associated with the coring and shall be responsible to make the necessary corrections to the work to meet the specifications. The cost incurred by the County for the coring will be deducted from the submitted invoice.

## SUBCONTRACTOR/MATERIAL SUPPLIERS

If subcontractors or materials suppliers are to be used by the vendor, the vendor must provide a listing of such subcontractors and materials suppliers with the vendor's acceptance of the Notice to Proceed. The listing must include the name of each subcontractor/material supplier proposed, the work or the material the subcontractor/material supplier will provide, and the percentage of the overall proposed project. Prior to final payment to the vendor, vendor must provide Certification of Payment to Subcontractors/Materials Suppliers before the invoice is processed and paid.

## EMERGENCIES

The vendor shall have a responsible person available at or reasonably near the County on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The vendor's responsible person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The vendor shall submit to the County Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be twenty-four (24) hour contact phone numbers for all subcontractors, if any, performing work under this agreement. This list shall contain the name of their supervisors responsible for work pertaining to this contract.

## SAFETY

All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or ADA regulations must be provided. Any safety devices installed by the manufacturer must be in place and in proper working order at all times. If the County Project Manager determines that equipment is deficient in safety devices, the vendor will be notified immediately. The vendor must immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the County Project Manager.

The County Project Manager will periodically monitor work site for safety. Should there be safety or health violations, the County Project Manager has the authority, but not the duty, to require the vendor to correct the violation in an expeditious manner. If there is any situation deemed unsafe by the County Project Manager, the project must be shut down immediately upon notice and must not resume work until the unsafe condition has been remedied.

Should the work site be in a hazardous area, the County will take reasonable actions to furnish the vendor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets (MSDS), or any other information that would assist the vendor in the planning of a safe work site. The vendor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

The vendor must be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA) are invitees and need not have warrants or permission to enter the work site.

The vendor must designate a competent person who can communicate with all personnel of its organization whose duty shall be the prevention of accidents at the site. This person will be the vendor's Project Foreman unless otherwise designated in writing by the vendor to the County. All communications to the Project Foreman will be as binding as if given to the vendor.

#### HAZARDOUS MATERIALS

The vendor is responsible for notifying the County Project Manager of any hazardous materials used by the vendor on the work site and providing the County Project Manager with a copy of the Material Safety Data Sheets (MSDS) as required by federal law, as applicable. A copy of the Material Safety Data Sheets (MSDS) must be kept on the project work site at all times.

Any spillage of hazardous materials must be reported immediately to the County Project Manager and cleaned up in accordance with all Local, State and Federal Regulations. The clean-up cost of any spillage of hazardous materials caused by the vendor will be the sole responsibility of the vendor. A copy of a complete report showing compliance with local, state, and federal agencies must be given to the County Project Manager.

If any hazardous materials or conditions are discovered during normal operations, it is the responsibility of the vendor to immediately contact the County Project Manager with a description and the location of the condition.

#### LIQUIDATED DAMAGES

The County and the vendor recognize that, since time is of the essence for services as part of the contract, the County could suffer financial loss if the work is not completed within the time specified.

The County will be entitled to assess charges, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project will be deemed to be completed on the date it is accepted by the County Project Manager. The vendor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the vendor fails to complete the work in a timely manner. The liquidated damages will be as follows:

Specific Project Amount	Daily Charge Per Calendar Day
\$5,000 and under .....	\$25
Over \$5,000 but less than \$10,000 .....	\$75
\$10,000 or more but less than \$20,000 .....	\$150
\$20,000 or more but less than \$30,000 .....	\$250
\$30,000 or more but less than \$40,000 .....	\$350
\$40,000 or more but less than \$50,000 .....	\$450
Over \$50,000 but less than \$250,000 .....	\$544

Any vendor that is in default for not completing the work within the time specified will be removed from the bidder's list, at the option of the County, and not permitted to bid work for Lake County until the project is complete and the liquidated damages sum is satisfied.

The County will retain from the compensation to be paid to the vendor the above described sum. If the vendor continues to fail to complete any or all remaining scheduled work, the County will charge the vendor any additional costs that would be incurred over and above the original contract cost. This amount will be considered a minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and will not be construed as a penalty.

**WORK ACCEPTANCE**

Upon written notice from the vendor that the work is complete, the County Project Manager will make a final inspection with the vendor and will notify the vendor in writing of any deficiencies in the project. The vendor must correct all deficiencies before final acceptance and payment is made. If the deficiency is not properly corrected and there is a third inspection, the County will assess an eighty-dollar (\$80.00) fee to the vendor. The eighty-dollar (\$80.00) fee will be assessed for every re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice.

**WARRANTY**

All work performed under the contract must be warranted to provide, at a minimum, the specified performance criteria for a period of at least eighteen (18) months after completion of the project and acceptance by the County. Acceptability of this work will be determined based on both end-result and performance-based criteria. Performance criteria are as follows: Fatigue (Alligator) Cracking: Replace any segment that has a fatigue cracking condition rating exceeding the low severity level for more than ten percent (10%) of the pavement surface area in any segment during the warranty period. Rutting: Replace the segment where any rutting resulting from failure of the base is more than one-half (½) inch depth as measured with a 10-foot long straightedge. Potholes: The vendor will be responsible for the repair of any potholes that emerge in the surface area. If the

surface area of all potholes totals five percent (5%) or more of the segment's surface area, the vendor must replace the segment.

It is the County's responsibility to monitor warranted work to determine the performance. This includes performance of tests, recording observations, providing the vendor with access to this information, and notifying the vendor in writing of any required warranty work.

It is the vendor's responsibility to supply all material, labor, equipment and expertise to perform warranty work at no additional cost to the County. The vendor must provide the County with certification that all materials, mixtures, and workmanship meet or exceed the requirements specified in this solicitation. The vendor must complete all warranty repairs and permanent replacement as directed by the County, maintaining traffic control as specified in this solicitation. The vendor must repair the areas within thirty (30) calendar days from notification by the County. In the event of any failure of the repaired area, in accordance with the performance criteria in this solicitation, the County and the vendor will determine if the failure is due to the materials or workmanship being at fault. If the failure is due to the materials or workmanship being at fault, the vendor must repair the failed areas at no cost to the County. In cases where the failure resulted from drainage problems or an unexpected increase in traffic/truck equivalent single axle loadings (ESALs), then the County will be responsible for any needed repairs at no cost to the vendor. In cases where the overlay was inadequate or poorly constructed by the vendor, then the vendor must replace the defective area utilizing overlay as specified in this solicitation, at no cost to the County.



**ATTACHMENT B – ADDENDUMS**



OFFICE OF PROCUREMENT SERVICES  
315 WEST MAIN STREET, SUITE 441  
PO BOX 7800  
TAVARES FL 32778-7800

PHONE: (352) 343-9839  
FAX: (352) 343-9473

**ADDENDUM NO. 2**

**Date: March 28, 2019**

**Invitation to Bid (ITB) 19-0921**

**On-Call Pavement and Base Repair Contractor**

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with their response by completion and/or return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

**This addendum DOES NOT change the date for receipt of bids.**

**Questions/Answers:**

Q1. Striping of thermoplastic, most striping firms, will not place thermo until the asphalt has cured at least 14 days. The bid has no provision for temporary paint until thermo can be placed. Please confirm that the intent is to place thermoplastic and not paint. And please confirm where to price the temporary paint if thermoplastic is the basis of the bid?

A1. The provision for temporary or permanent paint will be identified per project as stated in Section 2 – Statement of Work – Striping

“Unless otherwise directed by the County Project Manager, all pavement markings must be installed to meet existing layout and must be included as a separate unit cost item on the Notice to Proceed.”

The vendor shall supply a cost to install temporary paint and thermoplastic markings. This cost shall be listed on the “Total Price” column and include all costs associated in the temporary paint and thermoplastic markings on the newly attached pricing sheet titled “Pavement Markings”.

Addendum to Modify the below section with the highlighted inserts and changes.

**Section 2 – Statement of Work – Notice to Proceed**

**NOTICE TO PROCEED**

All work must be ordered by the County Project Manager with a Notice to Proceed.

AGR BETWEEN LAKE COUNTY AND ADVANCED PLANNING CONSULTANTS FOR ON-CALL EMERGENCY MANG CONSULTING, 19-0913

The vendor will have sixty (60) calendar days to COMPLETE the project from the date of receipt of the work request regardless of the amount of work described unless otherwise stated on the Notice to Proceed. A fourteen (14) day asphalt cure time shall be allowed in addition to the sixty (60) calendar days to complete the project for the placement of thermoplastic striping. No additional days will be provided for normal weather delays. Average number of days of rainfall will be determined by the Southeast Regional Climate Center which can be found at the following link:

Section 2 – Statement of Work – Striping


STRIPING

Unless otherwise directed by the County Project Manager, all pavement markings must be installed to meet the existing layout and must be included as a separate unit cost item on the Notice to Proceed. It is the responsibility of the vendor to ensure the current (before resurfacing) striping layout is recorded so that the same layout is placed on the newly resurfaced road, unless the County supplies a new pattern to be used. Any striping installed in a different layout than the previously existing must be removed and replaced by the vendor at no additional cost to the County unless previously directed in writing.

Any pavement markings that are disturbed as part of the base repair must be replaced as directed by the County Project Manager. A fourteen (14) day asphalt cure time will be allowed in addition to the sixty (60) calendar days to complete the project for the placement of thermoplastic striping. All pavement marking work will be performed in accordance with the requirements of the latest edition of the following manuals and publications, including, but not limited to: the Florida Department of Transportation "Standard Plans for Road and Bridge Construction" and the Federal Highway Administration "Manual of Uniform Traffic Control Devices".

The Revised Bid Form above Line 21 refers to "Permanent Thermoplastic Striping", however, it should refer to "PAVEMENT MARKINGS". I am attaching a new Bid Form titled Final Bid Form to be used for your response to this solicitation.

Acknowledgement of Addendum:

Firm Name: PAQCO, INC Date: 3-28-19  
Signature:  Title: Vice President  
Typed/Printed Name: FAY PAQUETTE

ATTACHMENT C – PRICING SCHEDULE

CONTRACTOR agrees to provide services to the COUNTY, pursuant to the terms and conditions of this Agreement, under the following pricing schedule:

FINAL BID FORM

Item No.	Description	UOM	Price Per Unit	Estimated Usage	Total Price
1	Mobilization/Demobilization Charge	EACH	\$1,750.00	20	\$35,000.00
2	Portable Changeable (Variable) Message Signs	EACH DAY	\$800.00	10	\$8,000.00
3	Base Repair (10-20 SY)	SQUARE YARD	\$60.00	200	\$12,000.00
4	Base Repair (>20-50 SY)	SQUARE YARD	\$50.00	500	\$25,000.00
5	Base Repair (>50-100 SY)	SQUARE YARD	\$40.00	400	\$16,000.00
6	Base Repair (>100-200 SY)	SQUARE YARD	\$33.50	1500	\$50,250.00
7	Base Repair (>200 SY)	SQUARE YARD	\$27.50	1000	\$27,500.00
8	Additional one inch per SY for limestone to be installed	SQUARE YARD	\$2.00	50	\$100.00
9	Milling (10-20 SY)	SQUARE YARD	\$35.00	25	\$875.00
10	Milling (>20-50 SY)	SQUARE YARD	\$28.00	50	\$1,400.00
11	Milling (>50-100 SY)	SQUARE YARD	\$25.00	100	\$2,500.00
12	Milling (>100-200 SY)	SQUARE YARD	\$22.50	500	\$11,250.00
13	Milling (>200 SY)	SQUARE YARD	\$20.00	1500	\$30,000.00
14	Asphalt Repair (10-20 SY)	SQUARE YARD	\$17.50	225	\$3,937.50
15	Asphalt Repair (>20-50 SY)	SQUARE YARD	\$15.00	550	\$8,250.00
16	Asphalt Repair (>50-100 SY)	SQUARE YARD	\$14.00	500	\$7,000.00
17	Asphalt Repair (>100-200 SY)	SQUARE YARD	\$12.50	2000	\$25,000.00
18	Asphalt Repair (>200 SY)	SQUARE YARD	\$12.50	2500	<del>\$25,000.00</del> <sup>REVISED</sup> \$31,250.00
19	Additional one inch per SY for asphalt to be installed	SQUARE YARD	\$8.75	500	\$4,375.00

AGR BETWEEN LAKE COUNTY AND ADVANCED PLANNING CONSULTANTS FOR ON-CALL EMERGENCY  
MANG CONSULTING, 19-0913

20	Asphalt Per Ton	TON	\$130.00	5,000	\$ 650,000.00
PAVEMENT MARKINGS					
21	4-Inch White Line	LINEAR FOOT	\$ 1.50	125	\$ 187.50
22	4-Inch Yellow Line	LINEAR FOOT	\$ 1.50	125	\$ 187.50
23	6-Inch White Line	LINEAR FOOT	\$ 1.75	2,500	\$ 4,375.00
24	6-Inch Yellow Line	LINEAR FOOT	\$ 1.75	2,500	\$ 4,375.00
25	18-Inch White Line For Gore Areas	LINEAR FOOT	\$ 3.50	500	\$ 1,750.00
26	18-Inch Yellow Line for Gore Areas	LINEAR FOOT	\$ 3.50	500	\$ 1,750.00
27	Symbol - Single Arrow*	EACH	\$ 80.00	5	\$ 400.00
28	Symbol - Combination Arrow*	EACH	\$ 115.00	5	\$ 575.00
29	Message - School*	EACH	\$ 215.00	5	\$ 1,075.00
30	Message - Railroad Crossing*	EACH	\$ 215.00	5	\$ 1,075.00
31	Message - Only*	EACH	\$ 115.00	5	\$ 575.00
32	Message - Merge*	EACH	\$ 150.00	5	\$ 750.00
33	Message - Stop*	EACH	\$ 150.00	5	\$ 750.00
34	Message Miscellaneous, 1-5 Letters	EACH	\$ 150.00	5	\$ 750.00
35	24-Inch White Stop Bar	EACH	\$ 100.00	20	\$ 2,000.00
36	Raised Pavement Markings	EACH	\$ 6.50	500	\$ 3,250.00
Additional Items					
37	Night Work Charge (Including Lights)	EACH HOUR	\$ 300.00	40	\$ 12,000.00

AGR BETWEEN LAKE COUNTY AND ADVANCED PLANNING CONSULTANTS FOR ON-CALL EMERGENCY  
MANG CONSULTING, 19-0913

3B	Cost Per Day for Law Enforcement Officer To Assiat With MOT - 8 Hour Shift Only Used If Project Manager Requests Service	DAY	\$400 <sup>00</sup>	5	\$2,000.00	
Grand Total					<del>\$2,000.00</del>	2,000.00

Pavement Surface Evaluation and Rating

# PASER Asphalt Roads Manual

RATING  
10



RATING  
7



RATING  
4



RATING  
1



# Contents

Introduction	2
Asphalt pavement distress	3
Evaluation	4
Surface defects	4
Surface deformation	5
Cracks	7
Patches and potholes	12
Rating pavement surface condition	14
Rating system	15
Rating 10 & 9 – Excellent	16
Rating 8 – Very Good	17
Rating 7 – Good	18
Rating 6 – Good	19
Rating 5 – Fair	20
Rating 4 – Fair	21
Rating 3 – Poor	22
Rating 2 – Very Poor	24
Rating 1 – Failed	25
Practical advice on rating roads	26

This manual is intended to assist local officials in understanding and rating the surface condition of asphalt pavement. It describes types of defects and provides a simple system to visually rate pavement condition. The rating procedure can be used as condition data for the Wisconsin DOT local road inventory and as part of a computerized pavement management system like PASERWARE.

The PASER system described here and in other T.I.C. publications is based in part on a roadway management system originally developed by Phil Scherer, transportation planner, Northwest Wisconsin Regional Planning Commission.

Produced by the T.I.C. with support from the Federal Highway Administration, the Wisconsin Department of Transportation, and the University of Wisconsin-Extension. The T.I.C., part of the nationwide Local Technical Assistance Program (LTAP), is a Center of the College of Engineering, Department of Engineering Professional Development, University of Wisconsin-Madison.

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Printed on recycled paper

*Pavement Surface Evaluation and Rating*

# PASER Manual

## **Asphalt Roads**

Donald Walker, former T.I.C. Director, *author*  
Lynn Entine, Entine & Associates, *editor*  
Susan Kummer, Artifax, *designer*



## *Pavement Surface Evaluation and Rating*

# Asphalt PASER Manual

A local highway agency's major goal is to use public funds to provide a comfortable, safe and economical road surface—no simple task. It requires balancing priorities and making difficult decisions in order to manage pavements. Local rural and small city pavements are often managed informally, based on the staff's judgment and experience. While this process is both important and functional, using a slightly more formalized technique can make it easier to manage pavements effectively.

Experience has shown that there are three especially useful steps in managing local roads:

1. Inventory all local roads and streets.
2. Periodically evaluate the condition of all pavements.
3. Use the condition evaluations to set priorities for projects and select alternative treatments.

A comprehensive pavement management system involves collecting data and assessing several road characteristics: roughness (ride), surface distress (condition), surface skid characteristics, and structure (pavement strength and deflection). Planners can combine this condition data with economic analysis to develop short-range and long-range plans for a variety of budget levels. However, many local agencies lack the resources for such a full-scale system.

Since surface condition is the most vital element in any pavement management system, local agencies can use the simplified rating system presented in this *Asphalt PASER Manual* to evaluate their roads. The PASER ratings combined with other inventory data (width, length, shoulder, pavement type, etc.) from the WisDOT local roads inventory (WISLR) can be very helpful in planning future budgets and priorities.

WISLR inventory information and PASER ratings can be used in a computerized pavement management system, PASERWARE, developed by the T.I.C and WisDOT. Local officials can use PASERWARE to evaluate whether their annual road budgets are adequate to maintain or improve current road conditions and to select the most cost-effective strategies and priorities for annual projects.

PASER Manuals for gravel, concrete, and other road surfaces, with compatible rating systems are also available (page 29). Together they make a comprehensive condition rating method for all road types. PASER ratings are accepted for WISLR condition data.

## *Asphalt pavement distress*

PASER uses visual inspection to evaluate pavement surface conditions. The key to a useful evaluation is identifying different types of pavement distress and linking them to a cause. Understanding the cause for current conditions is extremely important in selecting an appropriate maintenance or rehabilitation technique.

There are four major categories of common asphalt pavement surface distress:

### **Surface defects**

Raveling, flushing, polishing.

### **Surface deformation**

Rutting, distortion—rippling and shoving, settling, frost heave.

### **Cracks**

Transverse, reflection, slippage, longitudinal, block, and alligator cracks.

### **Patches and potholes**

Deterioration has two general causes: environmental due to weathering and aging, and structural caused by repeated traffic loadings.

Obviously, most pavement deterioration results from both environmental and structural causes. However, it is important to try to distinguish between the two in order to select the most effective rehabilitation techniques.

The rate at which pavement deteriorates depends on its environment, traffic loading conditions, original construction quality, and interim maintenance procedures. Poor quality materials or poor construction procedures can significantly reduce the life of a pavement. As a result, two pavements constructed at the same time may have significantly different lives, or certain portions of a pavement may deteriorate more rapidly than others. On the other hand, timely and effective maintenance can extend a pavement's life. Crack sealing and seal coating can reduce the effect of moisture in aging of asphalt pavement.

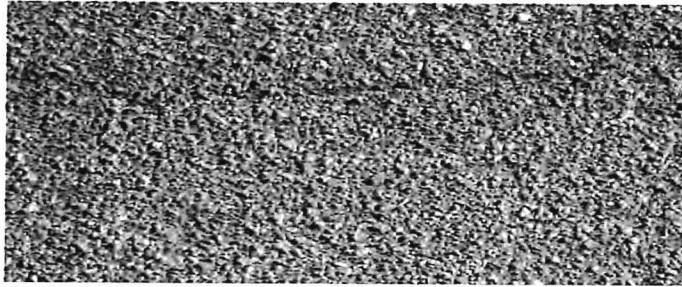
With all of these variables, it is easy to see why pavements deteriorate at various rates and why we find them in various stages of disrepair. Recognizing defects and understanding their causes helps us rate pavement condition and select cost-effective repairs. The pavement defects shown on the following pages provide a background for this process.

Periodic inspection is necessary to provide current and useful evaluation data. It is recommended that PASER ratings be updated every two years, and an annual update is even better.

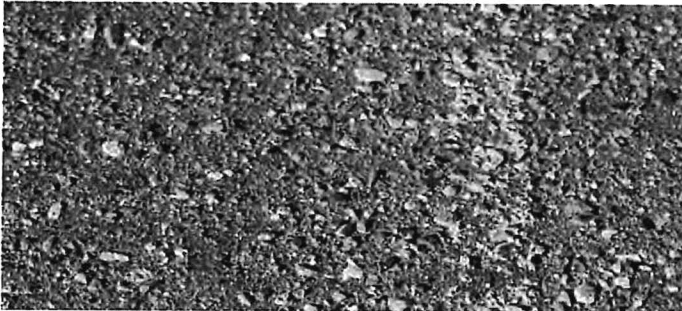
**SURFACE DEFECTS**

***Raveling***

Raveling is progressive loss of pavement material from the surface downward, caused by: stripping of the bituminous film from the aggregate, asphalt hardening due to aging, poor compaction especially in cold weather construction, or insufficient asphalt content. Slight to moderate raveling has loss of fines. Severe raveling has loss of coarse aggregate. Raveling in the wheelpaths can be accelerated by traffic. Protect pavement surfaces from the environment with a sealcoat or a thin overlay if additional strength is required.



◀ Slight raveling. Small aggregate particles have worn away exposing tops of large aggregate.



◀ Moderate to severe raveling. Erosion further exposes large aggregate.

***Flushing***

Flushing is excess asphalt on the surface caused by a poor initial asphalt mix design or by paving or sealcoating over a flushed surface. Repair by blotting with sand or by overlaying with properly designed asphalt mix.



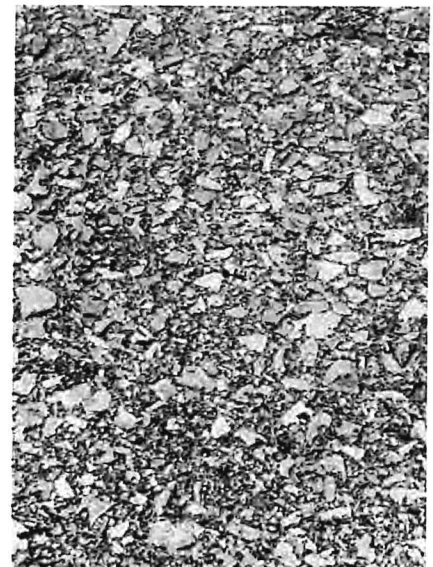
◀ Severe raveling and loss of surface material.

***Polishing***

Polishing is a smooth slippery surface caused by traffic wearing off sharp edges of aggregates. Repair with sealcoat or thin bituminous overlay using skid-resistant aggregate.

Polished, worn aggregate needs repair. ▼

▶ Flushing. Dark patches show where asphalt has worked to surface.



**SURFACE DEFORMATION**



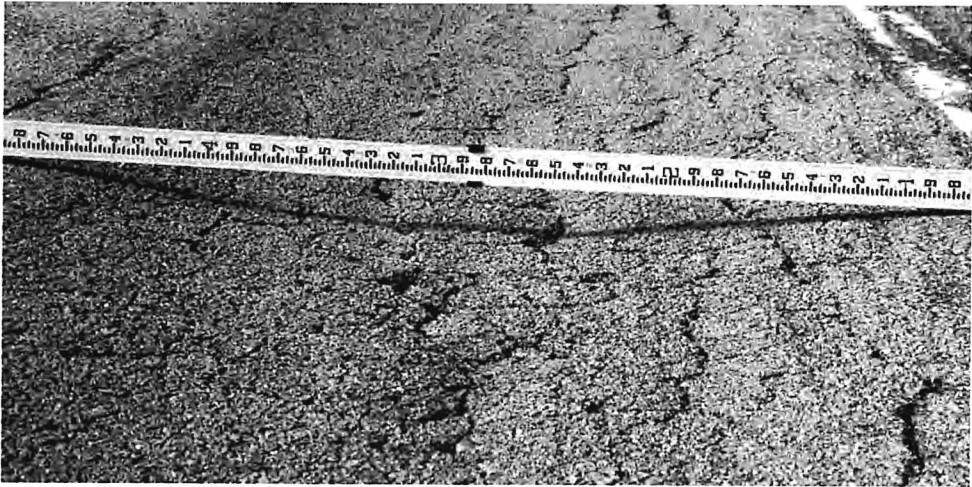
*Rutting*

Rutting is displacement of material, creating channels in wheelpaths. It is caused by traffic compaction or displacement of unstable material. Rutting of any severity can cause safety concerns because water can collect in ruts increasing vehicle stopping distances and increasing the chances of hydroplaning. In freezing temperatures ice can form in ruts. Severe rutting (2 inches or more in depth) may be caused by base or subgrade consolidation. Repair minor rutting with microsurfacing or overlays. Severe rutting requires milling the old surface or reconstructing the roadbed before resurfacing.

◀ Even slight rutting is evident after a rain.



◀ Severe rutting over 2" caused by poor mix design.



◀ Severe rutting caused by poor base or subgrade.

### Distortion

Shoving or rippling is surfacing material displaced crossways to the direction of traffic. It can develop into washboarding when the asphalt mixture is unstable because of poor quality aggregate or improper mix design. Repair by milling smooth and overlaying with stable asphalt mix.

Other pavement distortions may be caused by settling, frost heave, etc. Patching may provide temporary repair. Permanent correction usually involves removal of unsuitable

▼ Heavy traffic has shoved pavement into washboard ripples and bumps.



► Severe settling from utility trench.



► Frost heave damage from spring break-up.

▼ Widely spaced, well-sealed cracks.



subgrade material and reconstruction.

**CRACKS**

*Transverse cracks*

A crack at approximately right angles to the center line is a transverse crack. They are often regularly spaced. The cause is movement due to temperature changes and hardening of the asphalt with aging.

Transverse cracks will initially be widely spaced (over 50'). Additional cracking will occur with aging until they are closely spaced (within several feet). These usually begin as hairline or very narrow cracks; with aging they widen. If not properly sealed and maintained, secondary or multiple cracks develop parallel to the initial crack. The crack edges can further deteriorate by raveling and eroding the adjacent pavement.

Prevent water intrusion and damage by sealing cracks which are more than 1/4" wide.

◀ Sealed cracks, a few feet apart.



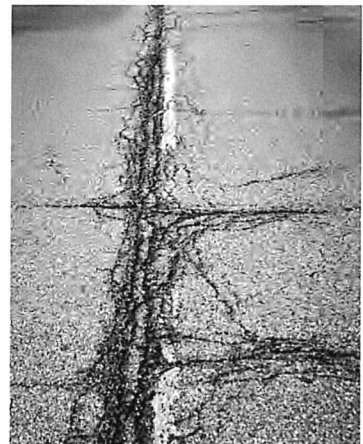
▲ Tight cracks less than 1/4" in width.



▲ Open crack – 1/2" or more in width.



▲ Water enters unsealed cracks softening pavement and causing secondary cracks.



▲ Pavement ravel and erodes along open cracks causing deterioration.

### *Reflection cracks*

Cracks in overlays reflect the crack pattern in the pavement underneath. They are difficult to prevent and correct. Thick overlays or reconstruction is usually required.

►  
**Concrete joints reflected through bituminous overlay.**



### *Slippage cracks*

Crescent or rounded cracks in the direction of traffic, caused by slippage between an overlay and an underlying pavement. Slippage is most likely to occur at intersections where traffic is stopping and starting. Repair by removing the top surface and resurfacing using a tack coat.

►  
**Crescent-shaped cracks characteristic of slippage.**



►  
**Loss of bond between pavement layers allows traffic to break loose pieces of surface.**



Centerline crack (still tight). ▶



Edge cracking from weakened subbase and traffic loads. ▼



### Longitudinal cracks

Cracks running in the direction of traffic are longitudinal cracks. Center line or lane cracks are caused by inadequate bonding during construction or reflect cracks in underlying pavement. Longitudinal cracks in the wheel path indicate fatigue failure from heavy vehicle loads. Cracks within one foot of the edge are caused by insufficient shoulder support, poor drainage, or frost action. Cracks usually start as hairline or vary narrow and widen and erode with age. Without crack filling, they can ravel, develop multiple cracks, and become wide enough to require patching.

Filling and sealing cracks will reduce moisture penetration and prevent further subgrade weakening. Multiple longitudinal cracks in the wheel path or pavement edge indicate a need for strengthening with an overlay or reconstruction.

▶ First stage of wheelpath cracking caused by heavy traffic loads.



Load-related cracks in wheel path. ▼

Multiple open, longitudinal cracks that are raveling. ▼





### Block cracks

Block cracking is interconnected cracks forming large blocks. Cracks usually intersect at nearly right angles. Blocks may range from one foot to approximately 10' or more across. The closer spacing indicates more advanced aging caused by shrinking and hardening of the asphalt over time. Repair with sealcoating during early stages to reduce weathering of the asphalt. Overlay or reconstruction required in the advanced stages.

▶ **Large blocks, approximately 10' across.**



▶ **Intermediate-size block cracking, 1'-5' across with open cracks.**



▲ **Extensive block cracking in an irregular pattern.**

▶ **Severe block cracking – 1' or smaller blocks. Tight cracks with no raveling.**





### *Alligator cracks*

Interconnected cracks forming small pieces ranging in size from about 1" to 6". This is caused by failure of the surfacing due to traffic loading (fatigue) and very often also due to inadequate base or subgrade support. Repair by excavating localized areas and replacing base and surface. Large areas require reconstruction. Improvements in drainage may often be required.

◀  
**Alligator crack pattern. Tight cracks and one patch.**



◀  
**Characteristic "chicken wire" crack pattern shows smaller pavement pieces and patching.**



◀  
**Open raveled alligator cracking with settlement along lane edge most likely due to very soft subgrade.**

## PATCHES AND POTHOLES

### Patches

Original surface repaired with new asphalt patch material. This indicates a pavement defect or utility excavation which has been repaired. Patches with cracking, settlement or distortions indicate underlying causes still remain. Recycling or reconstruction are required when extensive patching shows distress.

►  
**Typical repair of utility excavation. Patch in fair to good condition.**



►  
**Edge wedging. Pavement edges strengthened with wedges of asphalt. Patch is in very good condition.**



►  
**Extensive patching in very poor condition.**





### *Potholes*

Holes and loss of pavement material caused by traffic loading, fatigue and inadequate strength. Often combined with poor drainage. Repair by excavating or rebuilding localized potholes. Reconstruction required for extensive defects.

◀  
**Small pothole where top course has broken away.**



◀  
**Multiple potholes show pavement failure, probably due to poor subgrade soils, frost heave, and bad drainage.**



◀  
**Large, isolated potholes extend through base. Note adjacent alligator cracks which commonly deteriorate into potholes.**

## Rating pavement surface condition

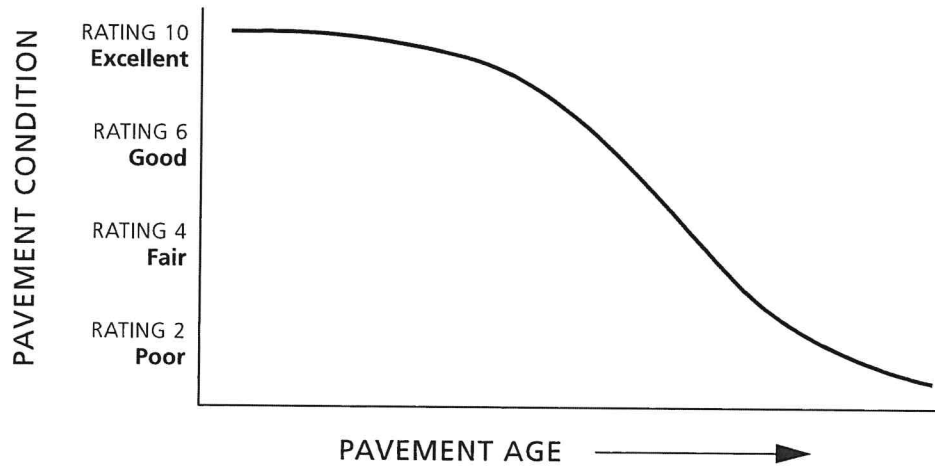
With an understanding of surface distress, you can evaluate and rate asphalt pavement surfaces. The rating scale ranges from 10—excellent condition to 1—failed. Most pavements will deteriorate through the phases listed in the rating scale. The time it takes to go from excellent condition (10) to complete failure (1) depends largely on the quality of the original construction and the amount of heavy traffic loading.

Once significant deterioration begins, it is common to see pavement decline rapidly. This is usually due to a combination of loading and the effects of additional moisture. As a pavement ages and additional cracking develops, more moisture can enter the pavement and accelerate the rate of deterioration.

Look at the photographs in this section to become familiar with the descriptions of the individual rating categories. To evaluate an individual pavement segment, first determine its general condition. Is it relatively new,

toward the top end of the scale? In very poor condition and at the bottom of the scale? Or somewhere in between? Next, think generally about the appropriate maintenance method. Use the rating categories outlined below.

Finally, review the individual pavement distress and select the appropriate surface rating. Individual pavements will **not** have all of the types of distress listed for any particular rating. They may have only one or two types.



In addition to indicating the surface condition of a road, a given rating also includes a recommendation for needed maintenance or repair. This feature of the rating system facilitates its use and enhances its value as a tool in ongoing road maintenance.

### RATINGS ARE RELATED TO NEEDED MAINTENANCE OR REPAIR

<b>Rating 9 &amp; 10</b>	No maintenance required
<b>Rating 8</b>	Little or no maintenance
<b>Rating 7</b>	Routine maintenance, cracksealing and minor patching
<b>Rating 5 &amp; 6</b>	Preservative treatments (sealcoating)
<b>Rating 3 &amp; 4</b>	Structural improvement and leveling (overlay or recycling)
<b>Rating 1 &amp; 2</b>	Reconstruction

## Rating system

Surface rating	Visible distress*	General condition/ treatment measures
<b>10</b> Excellent	None.	New construction.
<b>9</b> Excellent	None.	Recent overlay. Like new.
<b>8</b> Very Good	No longitudinal cracks except reflection of paving joints. Occasional transverse cracks, widely spaced (40' or greater). All cracks sealed or tight (open less than 1/4").	Recent sealcoat or new cold mix. Little or no maintenance required.
<b>7</b> Good	Very slight or no raveling, surface shows some traffic wear. Longitudinal cracks (open 1/4") due to reflection or paving joints. Transverse cracks (open 1/4") spaced 10' or more apart, little or slight crack raveling. No patching or very few patches in excellent condition.	First signs of aging. Maintain with routine crack filling.
<b>6</b> Good	Slight raveling (loss of fines) and traffic wear. Longitudinal cracks (open 1/4"–1/2"). Transverse cracks (open 1/4"–1/2"), some spaced less than 10'. First sign of block cracking. Slight to moderate flushing or polishing. Occasional patching in good condition.	Shows signs of aging. Sound structural condition. Could extend life with sealcoat.
<b>5</b> Fair	Moderate to severe raveling (loss of fine and coarse aggregate). Longitudinal and transverse cracks (open 1/2" or more) show first signs of slight raveling and secondary cracks. First signs of longitudinal cracks near pavement edge. Block cracking up to 50% of surface. Extensive to severe flushing or polishing. Some patching or edge wedging in good condition.	Surface aging. Sound structural condition. Needs sealcoat or thin non-structural overlay (less than 2")
<b>4</b> Fair	Severe surface raveling. Multiple longitudinal and transverse cracking with slight raveling. Longitudinal cracking in wheel path. Block cracking (over 50% of surface). Patching in fair condition. Slight rutting or distortions (1/2" deep or less).	Significant aging and first signs of need for strengthening. Would benefit from a structural overlay (2" or more).
<b>3</b> Poor	Closely spaced longitudinal and transverse cracks often showing raveling and crack erosion. Severe block cracking. Some alligator cracking (less than 25% of surface). Patches in fair to poor condition. Moderate rutting or distortion (greater than 1/2" but less than 2" deep). Occasional potholes.	Needs patching and repair prior to major overlay. Milling and removal of deterioration extends the life of overlay.
<b>2</b> Very Poor	Alligator cracking (over 25% of surface). Severe rutting or distortions (2" or more deep). Extensive patching in poor condition. Potholes.	Severe deterioration. Needs reconstruction with extensive base repair. Pulverization of old pavement is effective.
<b>1</b> Failed	Severe distress with extensive loss of surface integrity.	Failed. Needs total reconstruction.

\* Individual pavements will not have all of the types of distress listed for any particular rating. They may have only one or two types.

**RATING 10 & 9**

**EXCELLENT —  
No maintenance required**

Newly constructed or recently overlaid roads are in excellent condition and require no maintenance.



▶  
**RATING 10**  
New construction.



▶  
**RATING 9**  
Recent  
overlay,  
rural.



▶  
**RATING 9**  
Recent  
overlay,  
urban.

**RATING 8****VERY GOOD —  
Little or no maintenance required**

This category includes roads which have been recently sealcoated or overlaid with new cold mix. It also includes recently constructed or overlaid roads which may show longitudinal or transverse cracks. All cracks are tight or sealed.

◀  
**Recent  
chip seal.**



◀  
**Recent  
slurry seal.**



▼ **Widely spaced,  
sealed cracks.**



▲ **New cold mix surface.**





## RATING 7

### GOOD —

#### Routine crack sealing recommended

Roads show first signs of aging, and they may have very slight raveling. Any longitudinal cracks are along paving joint. Transverse cracks may be approximately 10' or more apart. All cracks are 1/4" or less, with little or no crack erosion. Few if any patches, all in very good condition. Maintain a crack sealing program.

▶  
**Tight and sealed transverse and longitudinal cracks. Maintain crack sealing program.**



▶  
**Tight longitudinal crack and sealed transverse cracks.**



▶  
**Transverse cracks about 10' or more apart. Maintain crack sealing program.**





**RATING 6**

**GOOD —**  
**Consider preservative treatment**

Roads are in sound structural condition but show definite signs of aging. Seal-coating could extend their useful life. There may be slight surface raveling. Transverse cracks can be frequent, less than 10' apart. Cracks may be 1/4–1/2" and sealed or open. Pavement is generally sound adjacent to cracks. First signs of block cracking may be evident. May have slight or moderate bleeding or polishing. Patches are in good condition.

◀ **Slight surface raveling with tight cracks, less than 10' apart.**

◀ **Transverse cracks less than 10' apart; cracks well-sealed.**



▼ **Large blocks, early signs of raveling and block cracking.**

▼ **Open crack, 1/2" wide; adjoining pavement sound.**

▼ **Moderate flushing.**



**RATING 5**

**FAIR —  
Preservative maintenance  
treatment required**

Roads are still in good structural condition but clearly need sealcoating or overlay. They may have moderate to severe surface raveling with significant loss of aggregate. First signs of longitudinal cracks near the edge. First signs of raveling along cracks. Block cracking up to 50% of surface. Extensive to severe flushing or polishing. Any patches or edge wedges are in good condition.

▼ Block cracking with open cracks.



► Moderate to severe raveling in wheel paths.



▼ Severe flushing.



▲ Wedges and patches extensive but in good condition.

Severe raveling with  
▼ extreme loss of aggregate.



Load cracking and slight  
▼ rutting in wheel path.



**RATING 4**

**FAIR —  
Structural improvement required**

Roads show first signs of needing strengthening by overlay. They have very severe surface raveling which should no longer be sealed. First longitudinal cracking in wheel path. Many transverse cracks and some may be raveling slightly. Over 50% of the surface may have block cracking. Patches are in fair condition. They may have rutting 1/2" deep or less, or slight distortion.

◀ Longitudinal cracking;  
early load-related  
distress in wheel path.  
Strengthening needed.

▼ Slight rutting; patch  
in good condition.



▶ Extensive block cracking.  
Blocks tight and sound.  
◀ Slight rutting in  
wheel path.

**RATING 3**

**POOR—**

**Structural improvement required**

Roads must be strengthened with a structural overlay (2" or more). Will benefit from milling and very likely will require pavement patching and repair beforehand. Cracking will likely be extensive. Raveling and erosion in cracks may be common. Surface may have severe block cracking and show first signs of alligator cracking. Patches are in fair to poor condition. There is moderate distortion or rutting (more than 1/2" and less than 2" in depth), and occasional potholes.

► **Many wide and raveled cracks indicate need for milling and overlay.**



► **Ruts need mill and overlay.**



► **Open and raveled block cracks.**



**RATING 3**

**POOR — (continued)**  
**Structural improvement required**



◀ **Alligator cracking.**  
Edge needs repair  
and drainage needs  
improvement prior  
to rehabilitation.

▼ **Distortion with patches**  
in poor condition. Repair  
and overlay.



**RATING 2**

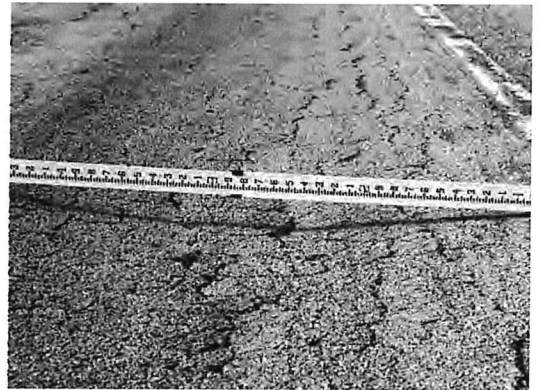
**VERY POOR—  
Reconstruction required**

Roads are severely deteriorated and need reconstruction. Surface pulverization and additional base may be cost-effective. These roads have more than 25% alligator cracking, distortion or rutting 2 inches or more in depth, as well as potholes or extensive patches in poor condition.

▶ Extensive alligator cracking. Pulverize and rebuild.



▲ Patches in poor condition, wheelpath rutting. Pulverize, strengthen and reconstruct.



▲ Severe rutting. Strengthen base and reconstruct.

▶ Severe frost damage. Reconstruct.



**RATING 1**

**FAILED —  
Reconstruction required**

Roads have failed, showing severe distress and extensive loss of surface integrity.



◀  
**Potholes from frost damage. Reconstruct.**



◀  
**Potholes and severe alligator cracking. Failed pavement. Reconstruct.**



◀  
**Extensive loss of surface. Rebuild.**



## Practical advice on rating roads

### Inventory and field inspection

Most agencies routinely observe roadway conditions as a part of their normal work and travel. However, an actual inspection means looking at the entire roadway system as a whole and preparing a written summary of conditions. This inspection has many benefits over casual observations. It can be helpful to compare segments, and ratings decisions are likely to be more consistent because the roadway system is considered as a whole within a relatively short time.

An inspection also encourages a review of specific conditions important in roadway maintenance, such as drainage, adequate strength, and safety.

A simple written inventory is useful in making decisions where other people are involved. You do not have to trust your memory, and you can usually answer questions in more detail. Having a written record and objective information also improves your credibility with the public.

Finally, a written inventory is very useful in documenting changing roadway conditions. Without records over several years it is impossible to know if road conditions are improving, holding their own, or declining.

Annual budgets and long range planning are best done when based on actual needs as documented with a written inventory.

The Wisconsin DOT local road inventory (WISLR) is a valuable resource for managing your local roads. Adding PASER surface condition ratings is an important improvement.

### Averaging and comparing sections

For evaluation, divide the local road system into individual segments which are similar in construction and condition. Rural segments may vary from

1/2 mile to a mile long, while sections in urban areas will likely be 1-4 blocks long or more. If you are starting with the WISLR Inventory, the segments have already been established. You may want to review them for consistent road conditions.

Obviously, no roadway segment is entirely consistent. Also, surfaces in one section will not have all of the types of distress listed for any particular rating. They may have only one or two types. Therefore, some averaging is necessary.

The objective is to rate the condition that represents the majority of the roadway. Small or isolated conditions should not influence the rating. It is useful to note these special conditions on the inventory form so this information can be used in planning specific improvement projects. For example, some spot repairs may be required.

Occasionally surface conditions vary significantly within a segment. For example, short sections of good condition may be followed by sections of poor surface conditions. In these cases, it is best to rate the segment according to the worst conditions and note the variation on the form.

The overall purpose of condition rating is to be able to compare each

segment relative to all the other segments in your roadway system. On completion you should be able to look at any two pavement segments and find that the better surface has a higher rating.

Within a given rating, say 6, not all pavements will be exactly the same. However, they should all be considered to be in better condition than those with lower ratings, say 5. Sometimes it is helpful in rating a difficult segment to compare it to other previously rated segments. For example, if it is better than one you rated 5 and worse than a typical 7, then a rating of 6 is appropriate. Having all pavement segments rated in the proper relative order is most important and useful.

### Assessing drainage conditions

Moisture and poor pavement drainage are significant factors in pavement deterioration. Some assessment of drainage conditions during pavement rating is highly recommended. While you should review drainage in detail at the project level, at this stage simply include an overview drainage evaluation at the same time as you evaluate surface condition.



**Urban drainage.**  
**RATING:**  
**Excellent**

Good rural ditch and driveway culvert. Culvert end needs cleaning.

RATING: Good



High shoulder and no ditch lead to pavement damage. Needs major ditch improvement for a short distance.

RATING: Fair



No drainage leads to failed pavement.

RATING: Poor



Consider both pavement surface drainage and lateral drainage (ditches or storm sewers). Pavement should be able to quickly shed water off the surface into the lateral ditches. Ditches should be large and deep enough to drain the pavement and remove the surface water efficiently into adjacent waterways.

Look at the roadway crown and check for low surface areas that permit ponding. Paved surfaces should have approximately a 2% cross slope or crown across the roadway. This will provide approximately 3" of fall on a 12' traffic lane. Shoulders should have a greater slope to improve surface drainage.

A pavement's ability to carry heavy traffic loads depends on both the pavement materials (asphalt surfacing and granular base) and the strength of the underlying soils. Most soils lose strength when they are very wet. Therefore, it is important to provide drainage to the top layer of the subgrade supporting the pavement structure.

In rural areas, drainage is provided most economically by open ditches that allow soil moisture to drain laterally. As a rule of thumb, the bottom of the ditch ought to be at least one foot below the base course of the pavement in order to drain the soils. This means that minimum ditch depth should be about 2' below the center of the pavement. Deeper ditches, of course, are required to accommodate roadway culverts and maintain the flow line to adjacent drainage channels or streams.

You should also check culverts and storm drain systems. Storm drainage systems that are silted in, have a large accumulation of debris, or are in poor structural condition will also degrade pavement performance.

The T.I.C. publication, *Drainage Manual: Local Road Assessment and Improvement*, describes the elements of drainage systems, depicts them in detailed photographs, and explains how to rate their condition. Copies are available from the Transportation Information Center.

### **Planning annual maintenance and repair budgets**

We have found that relating a normal maintenance or rehabilitation procedure to the surface rating scheme helps local officials use the rating system. However, an individual surface rating should not automatically dictate the final maintenance or rehabilitation technique.

You should consider safety, future traffic projections, original construc-

tion, and pavement strength since these may dictate a more comprehensive rehabilitation than the rating suggests. On the other hand, it may be appropriate under special conditions to do nothing and let the pavement fully deteriorate, then rebuild when funds are available.

### **Summary**

Using local road funds most efficiently requires good planning and accurate

identification of appropriate rehabilitation projects. Assessing roadway conditions is an essential first step in this process. This asphalt pavement surface condition rating procedure has proved effective in improving decision making and using highway funds more efficiently. It can be used directly by local officials and staff. It may be combined with additional testing and data collection in a more comprehensive pavement management system.

**Transportation  
Information  
Center  
Publications**

**Pavement Surface Evaluation and Rating (PASER) Manuals**

- Asphalt PASER Manual**, 28 pp.
- Brick and Block PASER Manual**, 8 pp.
- Concrete PASER Manual**, 28 pp.
- Gravel PASER Manual**, 20 pp.
- Sealcoat PASER Manual**, 16 pp.
- Unimproved Roads PASER Manual**, 12 pp.

**Drainage Manual**

Local Road Assessment and Improvement, 6 pp.

**SAFER Manual**

Safety Evaluation for Roadways, 40 pp.

**Flagger's Handbook** (pocket-sized guide), 22 pp.

**Work Zone Safety**, Guidelines for Construction, Maintenance, and Utility Operations, (pocket-sized guide), 58 pp.

**Wisconsin Transportation Bulletins**

- #1 Understanding and Using Asphalt
- #2 How Vehicle Loads Affect Pavement Performance
- #3 LCC—Life Cycle Cost Analysis
- #4 Road Drainage
- #5 Gravel Roads
- #6 Using Salt and Sand for Winter Road Maintenance
- #7 Signing for Local Roads
- #8 Using Weight Limits to Protect Local Roads
- #9 Pavement Markings
- #10 Seal Coating and Other Asphalt Surface Treatments
- #11 Compaction Improves Pavement Performance
- #12 Roadway Safety and Guardrail
- #13 Dust Control on Unpaved Roads
- #14 Mailbox Safety
- #15 Culverts-Proper Use and Installation
- #16 Geotextiles in Road Construction/Maintenance and Erosion Control
- #17 Managing Utility Cuts
- #18 Roadway Management and Tort Liability in Wisconsin
- #19 The Basics of a Good Road
- #20 Using Recovered Materials in Highway Construction
- #21 Setting Speed Limits on Local Roads
- #22 Pre-wetting and Anti-icing
- #23 Meeting Minimum Sign Retroreflectivity Standards

# PASER



*Transportation  
Information Center*

University of Wisconsin–Madison

**Asphalt Roads**



# PAQUETTE COMPANY

101 WEBER AVENUE  
LEESBURG, FL 34748  
PH. #(352) 365-0006 / FX. #(352) 315-0500

## CITY OF FRUITLAND PARK - 2022

**TO: MR. ROBB DICUS**  
**CITY OF FRUITLAND PARK**

PAQCO, Inc. proposes to furnish the following work, including all labor, materials and equipment - complete in accordance with the following:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
***	CRA ROADS				
1	JOSEPHINE AVENUE	3,400	SY	\$11.50	\$39,100.00
2	HALL STREET	1,445	SY	\$11.50	\$16,617.50
3	SEMINOLE AVENUE (3" MILLING)	2,180	SY	\$8.00	\$17,440.00
4	SUNSET WAY (3" MILLINGS)	1,170	SY	\$8.00	\$9,360.00
5	OLD DIXIE AVENUE (3" MILLINGS)	590	SY	\$8.00	\$4,720.00
6	WEST CATAWBA STREET (3" MILLINGS)	370	SY	\$8.00	\$2,960.00
7	LIME STREET (3" MILLINGS)	1,710	SY	\$8.00	\$13,680.00
8	VICTORIA AVENUE	900	SY	\$11.50	\$10,350.00
9	PASO ALLEY	1,430	SY	\$11.50	\$16,445.00
10	SOUTH PENNSYLVANIA AVE (EDGE MILLING)	2,875	SY	\$12.50	\$35,937.50
11	MULLBERRY STREET (468 / JUDITH)	1,560	SY	\$11.50	\$17,940.00
12	WEST FRUITLAND STREET	2,020	SY	\$11.50	\$23,230.00
	<b>SUB TOTAL CRA ROADS</b>				<b>\$207,780.00</b>
***	NON CRA ROADS				
1	WINGSPREAD DRIVE	3,000	SY	\$11.50	\$34,500.00
2	WODD DUCK LANE	1,450	SY	\$11.50	\$16,675.00
3	FOREST GLEN DRIVE	2,055	SY	\$11.50	\$23,632.50
4	RIDGEWIND COURT	1,285	SY	\$11.50	\$14,777.50

*Passer Score*

4

3

1

1

1

1

1

5

5

5

5

5

6

5

5

5

Paper Score

5	GLEN CREEK COURT	985	SY	\$11.50	\$11,327.50
6	CLEARBROOK COURT	1,475	SY	\$11.50	\$16,962.50
7	DEER GLEN COURT	1,455	SY	\$11.50	\$16,732.50
8	MYRTLE LAKE AVE (CITY PORTION)	3,885	SY	\$11.50	\$44,677.50
9	FIX SHOULDER ON POINSETTIA AVE	1	LS	\$2,150.00	\$2,150.00
	<b>SUB TOTAL NON CRA ROADS</b>				\$181,435.00
1	STOP BARS	1	LS	\$2,000.00	\$2,000.00
***	STREETS BID AS A WHOLE BASED ON 1 1/4" SP-9.5 ASPHALT				
***	INCLUDES TACK COAT				
***	INCLUDES TRAFFIC CONTROL AND PREPWORK PRIOR TO PAVING				
***	INCLUDES RE STRIPING PAVED AREAS				
***	MILLING JOINTS AND KEYWAYS INCLUDED				
				<b>PROPOSAL TOTAL:</b>	

5  
5  
5  
6

**TERMS:**

Net cash upon receipt of invoice, no retainage to be held. Subject to credit approval. All monies not paid when due shall bear interest at the maximum rate allowed by law at the place of the project and any cost incurred in collection said monies. Including Attorney fees and court cost will be due under this contract.

- \*\*\* Existing cracks can reflect through new asphalt over time
- \*\*\* Tack coat to be applied at Paqco, Incs discretion

**BID BASED ON \$79.00 PER TON PLUS TAX IF COST OF ASPHALT INCREASES ADDITIONAL COST WILL BE INCURED.**

ESTIMATE EXPIRATION: This proposal is valid for 60 days.

Proposed by:  
**PAQCO, Inc.**

Accepted by:

\_\_\_\_\_  
Fay Paquette Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CITY OF FRUITLAND PARK  
AGENDA ITEM SUMMARY SHEET  
Item Number: 6a**

**ITEM TITLE:** CITY MANAGER’S REPORT

**MEETING DATE:** Thursday, July 14, 2022

**DATE SUBMITTED:** Tuesday, July 6, 2022

**SUBMITTED BY:** City Manager

**BRIEF NARRATIVE:** City Manager’s Report

- i. Economic Development Status Update
- ii. Unimproved Public Right of Way Vacation Request Discussion
- iii. Concrete Bollards – City Hall, Library, and Community Center Discussion

**FUNDS REQUIRED:** None

**ATTACHMENTS:** Bay to Bay Proposal

**RECOMMENDATION:**

**ACTION:** None



# BAY TO BAY CONSTRUCTION

DATE: 5/10/2022

CHRIS HENRY  
526 W. Mirror Lake DR.  
Fruitland Park, FL 34731  
352-551-7512  
[chrishenrybaytobay@gmail.com](mailto:chrishenrybaytobay@gmail.com)

## PROPOSAL

JOB: COUMMITY, LIBRARY AND CITY HAUL BUILDINGS

CONTRACTOR: CITY OF FRUITLAND PARK

THIS PROPOSAL INCLUDES LABOR AND MATERIALS, INCLUDES SAWCUT CONCRETE TO MAKE WAY FOR NEW 6 INCH POST IN FRONT OF DOORWAY AREAS. ALL SAW CUTTING WILL BE DONE WITH WATER , ALL SPOILEDGE WILL BE HAILED OFF. AND SREAS CLEANED UP AFTER CONCRETE IS POURED BACK.

THIS PRICE FOR EACH AREA TO BE DONE WITH OIN 6 INCH PIPE BALLARED.

TOTAL PER ONE:

\$1,800.00 EACH

2 + 4 + 4

(10) = \$18,000

**CITY OF FRUITLAND PARK  
AGENDA ITEM SUMMARY SHEET  
Item Number: 6b**

**ITEM TITLE:** City Attorney Report

**MEETING DATE:** Thursday, July 14, 2022

**DATE SUBMITTED:** Monday, July 7, 2022

**SUBMITTED BY:** City Attorney Report

**BRIEF NARRATIVE:** Item Description:

**City of Fruitland Park v. State of Florida – Department of Management Services:** On February 16, 2022, the City provided wages and FRS calculations to attorney Thomas. The insurance company was provided the full invoice amount. Any update will be provided at the meeting.

**Michael and Laurie Fewless v. City of Fruitland Park, Lake County Case No. 2020-CA-000104 (Judge Welke):** On December 9, 2021 Plaintiff filed an Amended Complaint. Pre-trial conference is scheduled for April 3, 2023 and trial on April 17, 2023. Mediation is to occur no later than January 3, 2023. Mediation is scheduled to occur via Zoom on July 18, 2022 beginning at 10:00 a.m. The City Manager and I will participate along with attorney Glenn Thomas.

**U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845 (Judge Baxley):** The property owner’s lender is foreclosing on the property for non-payment of approximately \$33,204.15. The property is located at 412 Sunny Court, Fruitland Park. The City has a code enforcement lien on the property. As of June 17, 2022 the fines have accrued to \$23,350.00 and outstanding costs of \$117.04. The Complaint has been provided to the City’s insurance company. Attorney Mark K. McCulloch, Roper & Roper, P.A. has been appointed to defend the Council. The City’s Answer to the Complaint was filed June 22, 2022.

**Code of Ordinances Codification:** June 14, 2022 – Received 20-page list of resolutions and links to same for review. Completed review of resolutions and provided recommendations to the City.

**FUNDS REQUIRED:** None

**ATTACHMENTS:** None

**RECOMMENDATION:** None

**ACTION:** None

**CITY OF FRUITLAND PARK  
AGENDA ITEM SUMMARY SHEET  
Item Number: 8**

**ITEM TITLE:** Public Comments

**MEETING DATE:** Thursday, July 14, 2022

**DATE SUBMITTED:** Friday, July 1, 2022

**SUBMITTED BY:** City Clerk

**BRIEF NARRATIVE:** **Item Description:** 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.

**FUNDS REQUIRED:** None

**ATTACHMENTS:** Resolution 2013-023, Public Participation Policy and Chapter 286 Florida Statutes

**RECOMMENDATION:** None

**ACTION:** None

Select Year:  

## The 2020 Florida Statutes

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[Title XIX](#)[Chapter 286](#)[View Entire Chapter](#)

## PUBLIC BUSINESS

## PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS

**286.0114 Public meetings; reasonable opportunity to be heard; attorney fees.—**

(1) For purposes of this section, “board or commission” means a board or commission of any state agency or authority or of any agency or authority of a county, municipal corporation, or political subdivision.

(2) Members of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission. The opportunity to be heard need not occur at the same meeting at which the board or commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decisionmaking process and is within reasonable proximity in time before the meeting at which the board or commission takes the official action. This section does not prohibit a board or commission from maintaining orderly conduct or proper decorum in a public meeting. The opportunity to be heard is subject to rules or policies adopted by the board or commission, as provided in subsection (4).

(3) The requirements in subsection (2) do not apply to:

(a) 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;

(b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

(c) A meeting that is exempt from s. [286.011](#); or

(d) A meeting during which the board or 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.

(4) Rules or policies of a board or commission which govern the opportunity to be heard are limited to those that:

(a) Provide guidelines regarding the amount of time an individual has to address the board or commission;

(b) Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;

(c) Prescribe procedures or forms for an individual to use in order to inform the board or commission of a desire to be heard; to indicate his or her support, opposition, or neutrality on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or

(d) Designate a specified period of time for public comment.

(5) If a board or commission adopts rules or policies in compliance with this section and follows such rules or policies when providing an opportunity for members of the public to be heard, the board or commission is deemed to be acting in compliance with this section.

(6) A circuit court has jurisdiction to issue an injunction for the purpose of enforcing this section upon the filing of an application for such injunction by a citizen of this state.

(7)(a) Whenever an action is filed against a board or commission to enforce this section, the court shall assess reasonable attorney fees against such board or commission if the court determines that the defendant to such action acted in violation of this section. The court may assess reasonable attorney fees against the individual filing such an

action if the court finds that the action was filed in bad faith or was frivolous. This paragraph does not apply to a state attorney or his or her duly authorized assistants or an officer charged with enforcing this section.

(b) Whenever a board or commission appeals a court order that has found the board or commission to have violated this section, and such order is affirmed, the court shall assess reasonable attorney fees for the appeal against such board or commission.

(8) An action taken by a board or commission which is found to be in violation of this section is not void as a result of that violation.

**History.**—s. 1, ch. 2013-227.

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**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

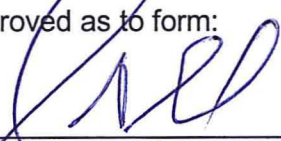
ATTEST:

  
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