



**CITY COMMISSION**

**AGENDA**

**CITY HALL COMMISSION CHAMBERS**

300 W. Plant Street  
Winter Garden, Florida

**REGULAR MEETING**

**January 9, 2025**

**6:30 p.m.**

**CALL TO ORDER**

Determination of a Quorum

Opening Invocation and Pledge of Allegiance

**1. APPROVAL OF MINUTES**

Regular Meeting Minutes – December 12, 2024

**2. PRESENTATION**

A. **Proclamation 25-01**: Certified Registered Nurse Anesthetists Week, January 19-25, 2025  
– Mayor Rees

**3. FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCES**

A. **Ordinance 25-03**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 24-20, THE CITY OF WINTER GARDEN FISCAL YEAR 2024-2025 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE – **Second reading and public hearings January 23, 2025** – Finance Director Zielonka

**4. SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCES**

A. **Ordinance 25-01**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 74 OF THE WINTER GARDEN CITY CODE, TO CREATE A NEW ARTICLE VI, ENTITLED “SCHOOL ZONE SPEED ENFORCEMENT,”; PROVIDING FOR PURPOSE, INTENT, AND DEFINITIONS; ESTABLISHING A SCHOOL ZONE SPEED ENFORCEMENT PROGRAM AND AUTHORIZING THE USE OF SPEED DETECTION SYSTEMS WITHIN THE CITY; PROVIDING FOR PROGRAM IMPLEMENTATION REQUIREMENTS AND DESIGNATION OF SCHOOL ZONES; PROVIDING FOR ENFORCEMENT AND ADMINISTRATIVE PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE – **Police Chief Graham**

B. **Ordinance 25-02**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 74 OF THE WINTER GARDEN CITY CODE, TO CREATE A NEW ARTICLE V, ENTITLED “THE CITY OF WINTER GARDEN TRAFFIC LIGHT SAFETY ACT”, ESTABLISHING A RED LIGHT ENFORCEMENT PROGRAM WITHIN THE CITY; AUTHORIZING THE CITY TO PERMIT AND IMPLEMENT THE USE OF TRAFFIC INFRACTION DETECTORS FOR RED LIGHT VIOLATIONS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE – **Police Chief Graham**

**5. REGULAR BUSINESS**

A. **RESOLUTION 25-02**: A RESOLUTION OF THE CITY OF WINTER GARDEN, FLORIDA, MAKING A FINDING PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, BASED UPON THE 2024 SHIMBERG CENTER FOR HOUSING STUDIES ANNUAL REPORT; ELECTING NOT TO EXEMPT CERTAIN PROPERTIES FROM AD VALOREM TAXATION UNDER THE LIVE LOCAL ACT; PROVIDING FOR THE PRESERVATION OF EXISTING EXEMPTIONS; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY AND EXPIRATION – **Planning Director Carson**

- B. Recommendation to approve Construction Contract for the Crest Avenue WWTP Upgrades for Guaranteed Maximum Price 1 & 2 (GMP-1 & GMP-2) to Wharton-Smith, Inc in the amount of **\$132,637,770 – City Engineer Monahan**
- C. Recommendation to approve Professional Services Agreement with Inspire Placemaking Collective in the amount of **\$299,640 – Planning Director Carson**
- D. Recommendation to approve **SITE PLAN** for 321 North Hennis Road (Park Industrial New Office), subject to conditions – **Planning Director Carson**
- E. Recommendation to approve **SPECIAL EVENT** – Sixth Annual Martin Luther King Jr. Parade and Celebration – Monday, January 20, 2025, downtown with street closure – **Planning Director Carson**
- F. BOARD APPOINTMENT: **Code Enforcement Board – Planning Director Carson**

6. **MATTERS FROM PUBLIC** – *(Limited to 3 minutes per speaker)*

7. **MATTERS FROM CITY ATTORNEY** – A. Kurt Ardaman

8. **MATTERS FROM CITY MANAGER** – Jon C. Williams

9. **MATTERS FROM MAYOR AND COMMISSIONERS**

**ADJOURN** to **Regular Meeting** on Thursday, **January 23, 2025** at **6:30 p.m.** in City Hall Commission Chambers, 300 W. Plant Street, 1st floor

NOTICES:

In accordance with Florida Statutes 286.0105, if any person decides to appeal any decision made by said body with respect to any matter considered at such meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Winter Garden does not prepare or provide such record.

Any opening invocation that is offered before the official start of the Commission meeting shall be the voluntary offering of a private person, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Commission or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Commission meeting are invited to stand during the opening invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Commission Chambers or exit the City Commission Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance. (Reference Resolutions 15-04 and 16-02)

Pursuant to Florida Statutes 282.601, 286.603, and the Americans with Disabilities Act (ADA), the City of Winter Garden makes every effort to ensure that those with disabilities have access to electronic information provided to the public, except when compliance with those sections impose an undue burden on the agency. In the event of difficulty accessing this publicly provided information, please contact the City Clerk's Office at (407) 656-4111, Ext. 2297, for assistance.

	Those needing assistance to participate in any of these proceedings should contact the City Clerk's Office at least 48 hours in advance of the meeting (407) 656-4111 Ext 2297.		Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained at the meeting from the Information Technology Department (407) 656-4111 Ext. 5455.
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# CITY OF WINTER GARDEN

## City Commission REGULAR MEETING MINUTES

December 12, 2024

**REGULAR MEETING** of the Winter Garden City Commission was called to order by Mayor Rees at 6:32 p.m. at City Hall, 300 West Plant Street, Winter Garden, Florida. An Opening Invocation and Pledge of Allegiance were given.

**Present:**

Mayor John Rees  
Commissioner District 1 - Lisa L. Bennett  
Commissioner District 2 - Iliana R. Jones  
Commissioner District 3 - Chloe Johnson  
Commissioner District 4 - Colin Sharma

**Also Present:**

City Manager Jon C. Williams  
City Attorney Dan Langley  
City Clerk Angela J. Grimmage

1. **APPROVAL OF MINUTES**

**Motion by Commissioner Johnson to approve regular meeting minutes of November 14, 2024, as submitted. Seconded by Commissioner Sharman and carried unanimously 5-0.**

2. **FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCES**

A. **Ordinance 25-01:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 74 OF THE WINTER GARDEN CITY CODE, TO CREATE A NEW ARTICLE VI, ENTITLED "SCHOOL ZONE SPEED ENFORCEMENT,"; PROVIDING FOR PURPOSE, INTENT, AND DEFINITIONS; ESTABLISHING A SCHOOL ZONE SPEED ENFORCEMENT PROGRAM AND AUTHORIZING THE USE OF SPEED DETECTION SYSTEMS WITHIN THE CITY; PROVIDING FOR PROGRAM IMPLEMENTATION REQUIREMENTS AND DESIGNATION OF SCHOOL ZONES; PROVIDING FOR ENFORCEMENT AND ADMINISTRATIVE PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

City Attorney Dan Langley read Ordinance 25-01 by title only. Police Chief Steve Graham highlighted some key items contained in the ordinance such as its purpose in the use of speed detection systems within designated school zones, fines, and times. Staff recommended approval.

There was discussion on speeding in school zones, crossing guards, signage, additional school zones, requirement of a speed study, dangers of speeding 10 miles per hour over a speed limit, and agency enforcement.

Mayor Rees opened the public hearing; hearing and seeing none, he closed the public hearing.

**Motion by Commissioner Sharman to approve Ordinance 25-01, with second reading**

**and public hearing January 9, 2025. Seconded by Commissioner Bennett and carried unanimously 5-0.**

- B. **Ordinance 25-02:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 74 OF THE WINTER GARDEN CITY CODE, TO CREATE A NEW ARTICLE V, ENTITLED "THE CITY OF WINTER GARDEN TRAFFIC LIGHT SAFETY ACT", ESTABLISHING A RED LIGHT ENFORCEMENT PROGRAM WITHIN THE CITY; AUTHORIZING THE CITY TO PERMIT AND IMPLEMENT THE USE OF TRAFFIC INFRACTION DETECTORS FOR RED LIGHT VIOLATIONS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

City Attorney Dan Langley read Ordinance 25-02 by title only. Police Chief Steve Graham noted the purpose of this ordinance is to authorize the use of traffic infraction detectors to promote the health, safety and welfare of our citizens. He shared study statistics regarding monitored areas and their contribution to safety. Staff recommended approval.

Mayor Rees opened the public hearing; hearing and seeing none, he closed the public hearing.

**Motion by Commissioner Sharman to approve Ordinance 25-02, with second reading and public hearing January 9, 2025. Seconded by Commissioner Johnson and carried unanimously 5-0.**

*Regular business Items 4.C. and 4.D were addressed at this point in the meeting.*

3. **SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCES**

- A. **Ordinance 24-48:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 58 "SOLID WASTE", ARTICLE III "RECYCLING" TO DELETE THE REQUIREMENT FOR THE CITY TO PROVIDE RECYCLING COLLECTION SERVICES AND RELATED AMENDMENTS; ELECTING TO DISCONTINUE CITY RECYCLING COLLECTION, CONVEYANCE AND DISPOSAL SERVICES; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE

City Attorney Dan Langley read Ordinance 24-48 by title only. Assistant City Manager for Public Services Stephen Pash stated that this is the second reading for Ordinance 24-48, which would suspend the City's curbside recycling. Staff recommended approval.

There was discussion on cardboard disposal on the same day as yard waste, education on recycling, reduce and reuse campaign, environmental group meetings and the establishment of new goals on working with the public to reduce and reuse.

Mayor Rees opened the public hearing.

Gene Carroll, representative for Recycle Services of Florida, addressed concerns about the difficulties involved in suspending a recycle program. He spoke of recycling, pricing, cardboard, and suggested postponement until next year so other ideas could be explored.

Assistant City Manager for Public Services Stephen Pash shared some details of meeting with Recycle Services of Florida and allowing them to review a couple of loads of the City's recycle, pricing, and request for subscription services pricing.

There was discussion on pricing, costs in relations to the small percentage of items actually being recycled, and additional efforts to recycle.

City Manager Jon C. Williams reiterated items shared by Mr. Pash and noted the City's efforts in continuing to move forward with addressing the issue but feel that the City should continue with the approval of this Ordinance and shift the City's focus over to the reduce and reuse efforts, which would have a better outcome on the landfills.

Andrew Mudd, 1250 Rain Lily Road, Winter Garden, Florida noted that he was also the President of his Homeowner's Association. His concern is that removal of the recycling program would be a step backwards. He suggested modification of the recycling program over eliminating the program. He asked that the City explain the reduce and reuse plans.

Mr. Pash briefly noted that the reduce and reuse campaign would require establishing ordinances and working with businesses to reduce items going to the landfills. He noted the City would push towards reusable, washable items. Discussion ensued on bottles, commercial recycle services, cardboard, aluminum, and glass. City Manager Jon C. Williams, further addressed items such as staff availability, load contamination, trash, additional concerns, and related costs. He stressed that curbside recycling is not where this issue could be managed successfully. Discussion on facilities that could assist in this effort was also mentioned.

Lynette Fields, 1213 Winter Green Way, Winter Garden, Florida, shared her frustration with education and complexity on correctly recycling. She noted the conversations on having a recycling facility in Orange County.

Mr. Pash responded that there have been conversations on Orange County building a facility for a number of years. He noted that cities would be requested to participate in the construction, which is currently estimated at about \$70 million dollars. He noted that this would not reduce the City's expenses in this type of partnership, but the City could potentially still participate. Mayor Rees noted that this would not change the low percentage of participation but stressed that the City would keep trying.

Mayor Rees hearing and seeing no further requests for public comment, closed the public hearing.

**Motion by Commissioner Sharman to adopt Ordinance 24-48. Seconded by Commissioner Johnson and carried unanimously 5-0.**

- B. **Ordinance 24-49:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION 70-3 OF CHAPTER 70, TELECOMMUNICATIONS, ARTICLE I AS ADOPTED BY ORDINANCE 24-09, REGARDING CASH ESCROW REQUIREMENTS FOR RIGHT-OF-WAY PERMIT APPLICANTS PERFORMING COMMUNICATIONS SERVICES FACILITIES INSTALLATIONS; PROVIDING FOR CODIFICATION, RATIFYING ORDINANCE 24-09; CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

City Attorney Dan Langley read Ordinance 24-49 by title only. Assistant City Manager for Public Services Stephen Pash highlighted items addressed in Ordinance 24-49. He explained the amounts to be held in escrow for businesses habitually causing damages for which the City has had to cover repair costs. There was discussion and examples given of past and recent issues currently being addressed.

Mayor Rees opened the public hearing.

Marva Johnson, representative for Charter Communications (Spectrum), 2251 Lucien Way, Maitland, Florida, shared information about her company, services they provide, and costs paid regarding access to right of ways. She voiced their appreciation for the City Commission addressing these issues, noting that some of these issues impact their network as well. Furthermore, Ms. Johnson requested more time to review some of the issues they feel are outstanding, do not comply with State Statute, and may impact their ability to best serve their customers.

Mr. Pash suggested moving forward with the Ordinance, continue conversations with this company and addressing amendments to the Ordinance in the future, if needed.

Mayor Rees hearing and seeing no further requests for public comment, closed the public hearing.

Commissioner Sharman disclosed having a telephone conversation with the representative from Spectrum and noted that he would have the City Attorney hear the issue and advise. He acknowledged City Attorney Dan Langley to address this issue.

City Attorney Langley disclosed having conversations with Charter Communications and email exchanges with other telecommunication companies who shared similar concerns. He noted that the City already has an ordinance on the books that require cash escrow and this ordinance being considered actually lessens the restrictions. Furthermore, Attorney Langley indicated that in reaction to some communications received from some telecommunication companies, the City thinks this ordinance is legal and meets the

requirements of the statutes. He expressed that the City thinks the ordinance is a reasonable rule and regulation that is authorized in the City's authority as the right-of-way owner. He indicated that changes had been made from suggestions as noted at the first hearing and in many ways, too many changes would defeat the goal of the ordinance. He addressed the reduction of escrow for smaller projects, and further reduction in other instances. City Attorney Dan Langley recommended approval.

There was discussion and clarification on the ordinance, current damages of a related issue, and damages not revealing themselves until the companies are gone.

Mayor Rees allowed for one additional public comment.

Nick Lenoci, representative of Smart City Telecom, a communications provider, inquired of discussions from the first ordinance hearing, specifically, work done in Florida Department of Transportation (FDOT) areas being treated differently. He explained that this could be relocation work requested by FDOT.

City Attorney Langley responded that the version of the ordinance being addressed tonight does address this issue in a new added subsection. He noted that the City would not require a cash escrow in these instances and referenced Florida State Statute 337.403. Furthermore, Mr. Langley noted that this issue does not apply to this ordinance because everyone is working together with FDOT as opposed to a telecommunication company coming in with their own project. He further explained that an exception was created related to this concern.

Mayor Rees again closed the public hearing.

**Motion by Commissioner Sharman to adopt Ordinance 24-49. Seconded by Commissioner Bennett and carried unanimously 5-0.**

4. **REGULAR BUSINESS**

A. Recommendation to approve Prestige Contracting Company for bid package six (6) – General Trades and authorize City Manager to award contract for Tucker Ranch Project in the amount of \$3,866,449.40, which includes a 10% contingency

City Manager Jon C. Williams stated that this is a request to approve Prestige Contracting Company for general trades package. He noted that the items were open for bid in June and the City did not receive any bids for the trade packages, so it was decided to co-mingle these items into one trade package. He noted that Prestige Contracting Company was the only responsive, responsible bid submitted and received. Staff recommended approval.

There was discussion on the project pricing.

**Motion by Commissioner Jones to approve Prestige Contracting Company for bid package six (6) – General Trades and authorize City Manager to award contract for Tucker Ranch Project in the amount of \$3,866,449.40, which includes a 10% contingency. Seconded by Commissioner Sharman and carried unanimously 5-0.**

- B. Recommendation to approve Opening and Closing Burial Space Agreement with Quality Vaults & Monuments, Inc. for a two-year contract with three additional one-year renewals  
Assistant City Manager for Public Services Stephen Pash stated that this is an agreement with Quality Vaults and described some items included. He disclosed that the agreement had one missing item, which was for opening and closing for re-interment from another cemetery at a cost of \$850. Staff recommended approval.

**Motion by Commissioner Bennett to approve Opening and Closing Burial Space Agreement with Quality Vaults & Monuments, Inc. for a two-year contract with three additional one-year renewals. Seconded Commissioner Sharman and carried unanimously 5-0.**

*Regular business Items 4.C. and 4.D were addressed earlier in the meeting.*

- C. Recommendation to award contract to RedSpeed Florida, LLC for Speed Detection Camera System for School Zones utilizing a piggy-back contract with the City of Plantation, Florida  
Police Chief Steve Graham stated that staff requests awarding a contract for speed detection camera systems for school zones. This would be with RedSpeed Florida, LLC. utilizing a piggy-back contract with the City of Plantation, Florida contingent upon Ordinance 25-01 is approved at the second reading scheduled for January 9, 2025.

**Motion by Commissioner Johnson to approve RedSpeed Florida, LLC for Speed Detection Camera System for School Zones utilizing a piggy-back contract with the City of Plantation, Florida. Seconded by Commissioner Sharman and carried unanimously 5-0.**

- D. Recommendation to award contract to RedSpeed Florida, LLC for Traffic Safety Camera Program utilizing a piggy-back contract with the Hillsborough County Sheriff's Office, Florida  
Police Chief Steve Graham stated that staff requests awarding a contract for a traffic safety camera program with RedSpeed Florida, LLC. utilizing a piggy-back contract with the Hillsborough County Sheriff's Office of Florida contingent upon the approval of Ordinance 25-02 at the second reading scheduled for January 9, 2025.

**Motion by Commissioner Sharman to award contract to RedSpeed Florida, LLC for Traffic Safety Camera Program utilizing a piggy-back contract with the Hillsborough County Sheriff's Office, Florida. Seconded by Jones and carried unanimously 5-0.**

E. Recommendation to approve SITE PLAN for 996 East Plant Street (Point on Plant), subject to conditions

Planning Director Kelly Carson stated that the applicant is proposing demolition or relocation of the existing building at 996 East Plant Street, then develop the property with a new commercial building for businesses, restaurants and office uses. Furthermore, Ms. Carson described some of the components of the site plan. She provided some history of the properties' zoning. Staff recommended approval, subject to conditions.

**Motion by Commissioner Johnson to approve to approve SITE PLAN for 996 East Plant Street (Point on Plant), subject to conditions. Seconded by Commissioner Sharman and carried unanimously 5-0.**

F. Recommendation to approve a one-year extension contract with Control Specialists for Signal Maintenance, beginning October 1, 2024

City Engineer Jim Monahan described the existing service contract period, noting that this request is for the second-year extension. He spoke of the schedule of fees and an increase for the fourth year. Staff recommended approval.

**Motion by Commissioner Bennett to a one-year extension contract with Control Specialists for Signal Maintenance, beginning October 1, 2024. Seconded by Commissioner Sharman and carried unanimously 5-0.**

G. Recommendation to approve Construction Contract for Crest Avenue Wastewater Treatment Plant (WWTP) Upgrades for Guaranteed Maximum Price 1 & 2 (GMP-1 & GMP-2) to Wharton-Smith Inc. in the amount of \$132,637,770

*This item was withdrawn.*

H. Recommendation to award Purchase Order to TD Thomson Construction Co., to replace 10" force main at 420 & 440 E. Smith Street, in the amount of \$86,904.46

City Engineer Jim Monahan stated that the current force main that delivers juice waste from Prodalim USA, Inc. (formerly known as Louis Dreyfus Citrus, Inc.) needs replacement. He spoke of the metal piping being in service since 1968 and has exhausted its service life. He noted that it had been repaired three times in the last year and it continuing to fail. Furthermore, Mr. Monahan indicated that this project had been budgeted in this fiscal year. Staff recommended approval.

**Motion by Commissioner Sharman award Purchase Order to TD Thomson Construction Co., to replace 10" force main at 420 & 440 E. Smith Street in the amount of \$86,904.46. Seconded by Commissioner Johnson and carried unanimously 5-0.**

- I. Recommendation to authorize City Manager to accept grant and sign all agreements and purchase orders/invoices associated with retrofit project funded by the Energy and Conservation Block Grant Program (EECBG)

Sustainability & Community Liaison Donna Corbus stated that the City of Winter Garden was awarded, \$76,560 from the Energy and Conservation Block Grant (EECBG) Program. She informed that this is a funding opportunity from the Office of State and Community Energy Programs (SCEP) at the U.S. Department of Energy. Furthermore, Ms. Corbus noted that this funding would be used to retrofit City Hall with LED lighting to lower energy use, reduce emissions, and promote energy efficiency. Winter Garden was one of more than 2,700 eligible to receive a portion of the more than \$430 million in funding slated to help meet the unique clean energy needs in communities. She also spoke of how this LED lighting would enhance the Art in Public Places displayed in City Hall. Staff recommended approval.

**Motion by Commissioner Bennett to approve authorize City Manager to accept grant and sign all agreements and purchase orders/invoices associated with retrofit project funded by the Energy and Conservation Block Grant Program (EECBG). Seconded by Commissioner Jones and carried unanimously 5-0.**

- J. Recommendation to approve a preapproval request for contractual agreement with Pierce Manufacturing to purchase a new replacement Engine for City of Winter Garden Fire Department under the Florida Sheriffs Association Contract number FSA23-VEF17.0 in Fiscal Year 2028 in the amount of \$1,350,000

Fleet Division Manager Dudley Watson stated that this request is for preapproval to issue a purchase order to Pierce Manufacturing for a replacement fire truck. He noted this item would be partially funded this year and through the Fiscal Year 2026 and 2027 budget. Furthermore, Mr. Watson shared information regarding the Florida Department of Environmental Protection (FDEP) issuing new emission standards, which drove the increased cost of fire apparatus significantly. He noted that this price of \$1,350,000 does not include the anticipated increase in February 2025. He mentioned intentionally locking in this price in for a considerable savings, the agreement being under the Florida Sheriffs Association's contract, and that the agreement is non-binding. Staff recommended approval.

There was discussion on gas emissions, efforts by the FDEP to mitigate environmental concerns, this addressing all diesel engines, and planning ahead for this two-year delivery.

**Motion by Commissioner Jones to approve a preapproval request for contractual agreement with Pierce Manufacturing to purchase a new replacement Engine for City of Winter Garden Fire Department under the Florida Sheriffs Association Contract number FSA23-VEF17.0 in Fiscal Year 2028 in the amount of \$1,350,000. Seconded by Commissioner Sharman and carried unanimously 5-0.**

- K. Recommendation to approve Purchase order for one cargo van for City of Winter Garden Parks Department using the Florida Sheriffs Association contract number FAS24-VEL32.0 in the amount of \$47,000

Fleet Division Manager Watson stated that this second request is similar to the first, but this item has already been funded in this year's budget. He indicated that a cargo van needed to be decommissioned by the Parks and Recreation Department. Staff recommended approval.

**Motion by Commissioner Sharman to approve purchase approve Purchase order for one cargo van for City of Winter Garden Parks Department using the Florida Sheriffs Association contract number FAS24-VEL32.0 in the amount of \$47,000. Seconded by Commissioner Bennett and carried unanimously 5-0.**

- L. Recommendation to approve Purchase Order for four replacement Police Inceptors and other required equipment using the Florida Sheriffs Association contract number FAS24-VEL32.0 in the amount of \$312,000

Fleet Division Manager Watson stated that this item is for Police inceptors, which have also been funded for Fiscal Year 2025. Staff recommended approval.

**Motion by Commissioner Sharman to approve Purchase Order for four replacement Police Inceptors and other required equipment using the Florida Sheriffs Association contract number FAS24-VEL32.0 in the amount of \$312,000. Seconded by Commissioner Jones and carried unanimously 5-0.**

- M. Recommendation to approve SPECIAL EVENT – Annual Spring Fever in the Garden by Bloom 'N Grow Garden Society, April 5 - 6, 2025, Downtown Winter Garden

Planning Director Kelly Carson stated that the Bloom 'N Grow Society is requesting to hold their annual Spring Fever event in downtown Winter Garden. Ms. Carson noted the event dates, times, and included activities. Staff recommended approval.

**Motion by Commissioner Jones to approve SPECIAL EVENT – Annual Spring Fever in the Garden by Bloom 'N Grow Garden Society, April 5 - 6, 2025, Downtown Winter Garden. Seconded by Commissioners Bennett and Johnson simultaneously and carried unanimously 5-0.**

- N. Recommendation to approve SPECIAL EVENT – Annual Chanukah by Chabad of South Orlando, December 26, 2024, Downtown Winter Garden

Planning Director Kelly Carson stated that Chabad of South Orlando is planning their annual Chanukah event in downtown Winter Garden. Ms. Carson noted the dates, times, location and included activities of the event. Staff recommended approval.

**Motion by Commissioner Sharman to approve SPECIAL EVENT SPECIAL EVENT – Annual Chanukah by Chabad of South Orlando, December 26, 2024, Downtown Winter Garden.**

**Seconded by Commissioners Bennett and Jones simultaneously and carried unanimously 5-0.**

O. BOARD APPOINTMENTS: Code Enforcement Board

Planning Director Kelly Carson stated that there are four members of the Code Enforcement Board that have terms that have expired this year. She noted that those members include Linette Coleman, Greg Liskey, Daniel Welsh, and Nick Farrell. Furthermore, Ms. Carson stated that member Jack Litteral has also resigned. Staff recommended reappointment of Linette Coleman, Greg Liskey, Daniel Welsh, and Nick Farrell. In addition, Ms. Carson recommended that the City Commission consider appointing another member to replace the unexpired seat.

**Motion by Commissioner Sharman to appoint Linette Coleman, Greg Liskey, Daniel Welsh, and Nick Farrell to another term on the Code Enforcement Board. Seconded by Commissioner Johnson and carried unanimously 5-0.**

It was the **consensus** of the City Commission to postpone the appointment for replacement of the one unexpired seat.

P. BOARD APPOINTMENT CONFIRMATION: General Employees' Pension Board (Fifth Trustee)

City Clerk Angela Grimmage stated that this is a ministerial duty of the City Commission to confirm the Fifth Trustee for the General Employees' Pension Board. She noted that the General Employees' Pension Board has unanimously chosen Christopher L. McClure to fill an unexpired seat that is set to expire on December 31, 2026. Staff recommended approval.

**Motion by Commissioner Sharman to confirm appointment of Christopher L. McClure to the General Employees' Pension Board (Fifth Trustee). Seconded by Commissioner Jones and carried unanimously 5-0.**

5. **MATTERS FROM PUBLIC**

Courtney Miller, 15993 Sweet Murcott Court, Winter Garden, Florida, addressed concerns regarding the possible removal of School Resource Officers (SRO). She shared that she is the mother of children who attend Whispering Oak Elementary. She spoke of the need to replace the officers with ones who are highly trained and noted their detriment to the school and community. Furthermore, she spoke of the safety of the children, staff and volunteers. She suggested that the City have a meeting on the topic and advertise it for public participation and input.

Mayor Rees commented that we all take that issue very seriously.

Ann Shaklee, 15138 Southern Martin Street, Winter Garden, Florida, also addressed concerns regarding the School Resource Officers (SRO), noting that the City is one out of five municipalities that has not completed the negotiations and signed a contract between the school system and the police department for the reimbursement. She noted several meetings she has attended, guardian program, reimbursement and other issues of concern regarding this matter. She

mentioned that the SROs interact with the children and also suggested a public meeting be held on the subject, stressing that this should not only be a financial decision.

City Manager Jon C. Williams responded that 100 percent of the SROs are funded within the City's budget, but the responsibility for the safety and security of those children lies with the Orange County Public Schools. He noted that the Orange County Public Schools Chief identified having 30 vacancies on their police force, which they cannot fill due to wage competition. Furthermore, Mr. Williams expressed that the City is experiencing this same problem and increased its wages to remain competitive in attracting and retaining officers. He spoke of previous requests to the County, some increase over the previous year's funding, but they cover only approximately 46 percent of the 100 percent of costs for the SROs within the City of Winter Garden. The City requests that the County increase those numbers to 60 or 65 percent. Furthermore, Mr. Williams said that the OCPS indicated that they could not afford it and offered only a one and a half percent increase.

Mr. Williams stressed that the reality is that the school district gets funding for security, they are exempt from any revenues being cut, they are responsible for security, and he suggested that the OCPS fairly negotiate with the City of Winter Garden.

There was discussion on this responsibility not being about the City reprioritizing its own funds. OCPS would need to pay their fair share and are not willing to do so.

Ms. Shaklee voiced concerns regarding the public's awareness and the short window of time to address this issue, training, OCPS being sole decision maker on this item, and lack of funds.

City Manager Jon C. Williams expressed that the superintendent has not asked for negotiations, and he stressed that the City of Winter Garden is not asking for them to pay 100 percent of these salaries, just their fair share and an opportunity to come back and negotiate the rising operating costs.

It was noted that the Orange County School Board's Superintendent is the person with whom to address this issue, but the City of Winter Garden would continue to try and speak with them.

Mayor Rees voiced concerns about this issue and reflected on today's society.

Kelly Morphy, Executive Director of the Florida Bicycle Association, and resident of Winter Garden, thanked the City for their support and partnership towards the Statewide Bicycle Summit last month. She specifically named key staff and thanked them for their efforts.

Ms. Morphy addressed the critical issue of distracted driving, noted related issues such deaths, and gave related statistics. She indicated that there is a state-wide advocacy for a Hands-Free Florida, addressing the handling of the device when driving. She noted that agencies are being asked to adopt resolutions of support.

6. **MATTERS FROM CITY ATTORNEY** – There were no items.

7. **MATTERS FROM CITY MANAGER** – Jon C. Williams

A. Status of Purchase for 681 W. Plant Street, Approval of 1st & 2nd Amendment and Authorization to Proceed with Closing

City Manager Jon C. Williams gave a status update on the purchase of 681 W. Plant Street, which is the Lumen (CenturyLink) property. He shared some history of the purchase and spoke of amendments since approval to allow him to negotiate the purchase. He addressed the first amendment and gap parcels that were found after surveying, which are still in the name of the original owner and efforts involved to resolve this issue. Secondly, he informed of the second amendment that reaffirms and clarifies property improvements of the original agreement. It also includes a non-exclusive parking easement, which would allow Lumen, their employees, and customers to utilize the parking area for pedestrian and vehicle access. Staff recommended approval of 1<sup>st</sup> & 2<sup>nd</sup> amendment and authorize proceeding to closing in an amount of \$1,173,319.46, which includes closing costs.

There was discussion that these were very small slivers on each parcel that were still in the original owner's name.

**Motion by Commissioner Sharman to approve moving forward with the purchase of 681 W. Plant Street, approval of 1st & 2nd amendment and authorization to proceed with Closing. Seconded by Commissioner Bennett and carried unanimously 5-0.**

B. Authorization for City Manager to Execute Settlement Agreement and Mutual Release

City Manager Jon C. Williams noted that this is a request to authorize executing a settlement agreement and mutual release. He reminded the City Commission of an executive closed session regarding a lawsuit over a beautiful brick wall involving the Wintermere Pointe Homeowner's Association. Furthermore, Mr. Williams noted individually briefing each City Commissioner regarding the results of that mediation and noted that it is before them for consideration in the form of an agreement. He acknowledged City Attorney Eric Jontz being in attendance in the case of any questions.

**Motion by Commissioner Sharman to approve authorization for the City Manager to execute Settlement Agreement and Mutual Release. Seconded by Commissioner Johnson and carried unanimously 5-0.**

City Manager Jon C. Williams wished the City Commission and all residents a very Merry Christmas and a Happy New Year.

## 8. MATTERS FROM MAYOR AND COMMISSIONERS

**Commissioner Sharman** thanked the residents who came to standup for the school-aged children, noting that this is in his area.

**Commissioner Johnson** wished staff and the citizens Happy Holidays and encouraged them to spend the best times with their families.

**Commissioner Jones** voiced that she too had concerns about the school-aged children and their safety and is hoping a resolution would be met. Commissioner Jones thanked the Fire Department, specifically Nathan Davis and Dustin Williams, for their efforts in assisting a citizen having an issue at the Light Up Winter Garden. Furthermore, she thanked City staff for always looking out for each other, voiced her appreciation, and wished everyone a Merry Christmas.

**Commissioner Bennett** wished everyone a Merry Christmas and Happy New Year. She thanked everyone for coming out and participating, which she stated is very important that we have input, especially for our children. She thanked staff for all the hard work, especially at this time of the year.

**Mayor Rees** thanked staff for all the hours and hard work they put in, noting that we could not ask for a better weekend with all the activities going on. Mayor Rees noted that the City would continue negotiations with the Orange County School Board, noting the importance. Furthermore, he wished everyone a Merry Christmas.

The meeting adjourned at 8:01 p.m.

APPROVED:

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Mayor John Rees

ATTEST:

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City Clerk Angela J. Grimmage



# Proclamation 25-01

**Whereas**, Certified Registered Nurse Anesthetists (CRNAs) are advanced practice registered nurses, providing anesthesia care to patients in the United States for more than 150 years, CRNAs are among the nation's most trusted profession; and

**Whereas**, CRNAs administer more than 58 million anesthetics annually across various healthcare settings; and

**Whereas**, CRNAs are the primary anesthesia providers in rural America, ensuring access to essential healthcare services; and

**Whereas**, CRNAs have extensive education and training, ensuring patient safety and comfort before, during, and after surgical and medical procedures; and

**Whereas**, CRNAs are trusted anesthesia experts, caring for patients safely and compassionately, delivering specialized, cost-effective care to all patients - from newborns to seniors - for every type of procedure in all types of facilities; and

**Whereas**, National CRNA Week highlights the invaluable role of CRNAs in healthcare and celebrates their dedication to improving lives;

**Therefore**, it is my great pleasure and privilege as the Mayor of the City of Winter Garden, to hereby proclaim the week of January 19 through January 25, 2025, as

## National Certified Registered Nurse Anesthetists Week

in the City of Winter Garden and urge all citizens to share in this occasion.



**In witness thereof**, I have hereunto set my hand and caused the City Seal to be affixed this 9th day of January, 2024.

*John Rees*  
Mayor John Rees

Attest:  
*Angela D. Grimage*  
Angela Grimage, City Clerk



**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Laura Zielonka, Finance Director

**Via:** Jon C. Williams, City Manager

**Date:** January 3, 2025

**Meeting Date:** January 9, 2025

**Subject:** **Ordinance 25-03:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 24-20, THE CITY OF WINTER GARDEN FISCAL YEAR 2024-2025 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

**Issue:** Ordinance 25-03 amends the current year budget to carry forward prior year appropriations for projects, machinery and equipment and other items budgeted but not purchased and projects budgeted but not completed by fiscal year ending FY 2024. This will ensure that there is adequate funding to purchase those items and complete those projects that were not completed by year-end.

**Recommended action:** Motion to approve Ordinance 25-03 with second reading and public hearing on January 23, 2025.

**Attachments/References:** Ordinance 25-03

**ORDINANCE 25-03**

**AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 24-20, THE CITY OF WINTER GARDEN FISCAL YEAR 2024-2025 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, on September 26, 2024, the City Commission of the City of Winter Garden, Florida, adopted Ordinance 24-20 appropriating and allocating all revenue and funds of the City of Winter Garden, Florida for the tax year beginning October 1, 2024 and ending September 30, 2025;

**WHEREAS**, the City Commission has decided to amend the City of Winter Garden, Florida Budget for the tax year beginning October 1, 2024 and ending September 30, 2025 to provide for budget carryovers from the preceding budget year;

**BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:**

**SECTION 1:** That the sum of \$100,852,168 to be appropriated as follows:

**REVENUES**

General Fund	\$49,054,640
Community Redevelopment Agency Fund	5,649,272
General Impact Fee Fund	2,754,637
Transportation Impact Fee Fund	9,152,894
Capital Projects Fund	16,050,000
Utilities Operating Fund	13,357,951
Utilities Impact Fee Fund	519,297
Utilities Renewal & Replacement Fund	225,000
Stormwater Fund	4,030,784
Solid Waste Fund	53,691
Trailer City Fund	4,000
	<u>          </u>
	\$100,852,168

**EXPENDITURES**

General Fund	\$49,054,640
Community Redevelopment Agency Fund	5,649,272
General Impact Fee Fund	2,754,637
Transportation Impact Fee Fund	9,152,894
Capital Projects Fund	16,050,000
Utilities Operating Fund	13,357,951
Utilities Impact Fee Fund	519,297

Utilities Renewal & Replacement Fund	225,000
Stormwater Fund	4,030,784
Solid Waste Fund	53,691
Trailer City Fund	<u>4,000</u>
	\$100,852,168

**SECTION 2:** Detail for the aforementioned totals is attached as Exhibit 1, which shall be incorporated in the Ordinance. Should any portion of this Ordinance be held invalid, then such portions as are not declared to be invalid shall remain in full force and effect.

**SECTION 3:** This Ordinance shall become effective upon its adoption at the second reading and public hearing.

**READ FIRST TIME:** \_\_\_\_\_

**READ SECOND TIME AND PUBLIC HEARING HELD:** \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Mayor/Commissioner John Rees

ATTEST:

\_\_\_\_\_  
Angela Grimmage, City Clerk

**City of Winter Garden  
Carry Forward Budget FY2024-2025  
Ordinance 25-03  
Exhibit 1**

<u>Account Number</u>	<u>Project</u>	<u>Account Description</u>	<u>Amount</u>	<u>Item Description</u>
<b>General Fund</b>				
001-0213-399.99-99		Use of Fund Balance	49,054,640	To balance revenues/expenditures
		<b>Total Revenues</b>	<b>49,054,640</b>	
<b>Economic Development</b>				
001-0215-552.63-00	17001	Improvements Other Than Buildings	693,074	Wayfinding Signage Phase II
001-0215-552.63-00	20039	Improvements Other Than Buildings	133,694	SOBO Plaza
001-0215-552.63-00	24034	Improvements Other Than Buildings	1,500,000	Boys & Girls Club
<b>Information Tech:</b>				
001-0225-513.62-00	14002	Building	100,000	Fiber Internet Connection*
001-0225-513.64-00	23041	Equipment	23,097	Firewalls - City Hall and Police Dept
001-0225-513.64-00		Equipment	128,500	New ERP System
001-0225-513.64-00		Equipment	40,072	Virtual Desktop Software
001-0225-513.64-00	24028	Equipment	13,555	Wireless Access Points (50)
<b>Police:</b>				
001-0520-521-64-00		Equipment	59,828	New CSO Vehicle
001-0521-521-62-00	24002	Building	16,394	Office Space Reconfiguration
001-0521-521-62-00	24003	Building	20,000	Lighting Retrofit
001-0521-521-64-00		Equipment	197,008	CAD/RMS Dispatch and Records Management System
001-0521-521-64-00		Equipment	49,350	Marked Vehicle Replacement
001-0530-521-62-00	18003	Building	29,230	Fire Suppression System
001-0530-521-63-00	24006	Improvements Other Than Buildings	30,000	Dispatch Wave Radio
<b>Fire:</b>				
001-0623-522.52-04		Uniforms and Accessories	12,895	Expenditures budgeted in prior year, carry forward to FY25
001-0620-522.64-00		Equipment	65,715	Fire Administration - Firefighting Drill Tower
001-0620-522.64-00		Equipment	419,451	Fleet Vehicle Replacement Funding Plan
001-0621-522.62-00	18015	Building	5,000,000	Fire Station - Southwest WG
001-0622-522.62-00	13004	Building	77,910	Concrete Apron Replacement
001-0622-522.62-00	23003	Building	5,500	FA Bay Cooling Fans
001-0623-522.62-00	21003	Building	15,609	Fire Station 23 Apparatus Building
001-0623-522.62-00	22005	Building	10,500	Fire Station 23 Ventilation
001-0623-522.62-00	23003	Equipment	5,500	FA Bay Cooling Fans
001-0623-522.64-00	22036	Equipment	307,522	New Rescue 23
001-0623-522.64-00	22036	Equipment	13,717	Rescue 23 Equipment
001-0624-522.62-00	17007	Building	2,800	Fire Station 24 Storage Shed - A/C Units
001-0624-522.62-00	21004	Building	10,500	Correct Intrusion Damage
001-0624-522.62-00	22005	Building	10,500	Fire Station 24 Ventilation
001-0624-522.62-00	23003	Building	5,500	FA Bay Cooling Fans
001-0624-522.62-00	21003	Building	225,000	Reserve Apparatus Storage Building
001-0624-522.62-00	10001	Building	125,000	Fire Station 24 Renovation Funding plan
001-0624-522.63-00	20005	Improvements Other Than Buildings	19,000	Training Pad
001-0624-522.64-00	18029	Equipment	696,000	Fire Engine - St 24, Replacement
<b>Streets:</b>				
001-0741-541.63-00	08005	Improvements Other Than Buildings	145,824	Marsh Rd (CR545>Hckry Hammock)
001-0741-541.63-00	13011	Improvements Other Than Buildings	12,287,039	Dillard St Improv - SR 50> Plant St
001-0741-541.63-00	16003	Improvements Other Than Buildings	1,682,160	Trail Enhancement (Oval)
001-0741-541.63-00	19006	Improvements Other Than Buildings	891,544	Street/S-Walk Improvements (9th St, E Plant St)
001-0741-541.63-00	20007	Improvements Other Than Buildings	120,891	Tildenville School Road Trail Realignment
001-0741-541.63-00	20008	Improvements Other Than Buildings	250,000	Repair Joiner Street Parking Lot
001-0741-541.63-00	20009	Improvements Other Than Buildings	400,000	Carter Road Intersection Improvements
001-0741-541.63-00	22011	Improvements Other Than Buildings	150,000	Golf Cart Trail Expansion
001-0741-541.63-00	24007	Improvements Other Than Buildings	250,000	Overhead to Underground Power Lines
<b>Cemetery:</b>				
001-0739-539.63-00	18042	Improvements Other Than Buildings	1,928,165	Cemetery Expansion
001-0739-539.63-00	22012	Improvements Other Than Buildings	63,949	Irrigation & Coping Replacement
<b>Engineering:</b>				
001-1016-541.63-00	24008	Improvements Other Than Buildings	300,000	Ballfield Parking Lot Design
<b>Administrative Services:</b>				
<b>Human Resources</b>				
001-0745-513.54-02		Seminars and Courses	134,689	Training budgeted in prior years, carry forward to FY25

**City of Winter Garden  
Carry Forward Budget FY2024-2025  
Ordinance 25-03  
Exhibit 1**

<u>Account Number</u>	<u>Project</u>	<u>Account Description</u>	<u>Amount</u>	<u>Item Description</u>
<b>Facilities and Fleet</b>				
001-0746-539.62-00	22015	Building	39,506	<i>Parking Garage Backup Power Generator</i>
001-0746-539.62-00	22016	Building	100,000	<i>City Hall South Entrance Rehab</i>
001-0746-539.62-00	24010	Building	22,000	<i>Maple Street Park Electrical</i>
001-0746-539.62-00		Building	250,000	<i>City Hall Funding plans - Roof &amp; Chiller</i>
001-0746-539.63-00	11035	Improvements Other Than Buildings	21,600	<i>EV Charging Stations</i>
001-0746-539.63-00	12019	Improvements Other Than Buildings	26,906	<i>Downtown Audio Upgrades</i>
001-0746-539.63-00	16004	Improvements Other Than Buildings	3,548	<i>Downtown Streetlight Retrofit</i>
001-0746-539.63-00	19022	Improvements Other Than Buildings	20,000	<i>City Hall Parking Lot</i>
001-0746-539.63-00	22017	Improvements Other Than Buildings	15,000	<i>Tremaine Power Vault</i>
001-0746-539.63-00	24013	Improvements Other Than Buildings	5,000	<i>City Hall Fountain Improv</i>
001-0746-539.63-00	23001	Improvements Other Than Buildings	30,000	<i>Downtown Surveillance Cameras*</i>
001-0746-539.64-00		Equipment	9,732	<i>Boxes for projectors purchased FY24</i>
<b>Parks and Recreation:</b>				
001-0775-572.62-00	21011	Building	172,673	<i>Farmers Mkt Storage</i>
001-0775-572.62-00	22018	Building	8,263	<i>Parks Complex Security Cameras</i>
001-0775-572.62-00	22019	Building	32,320	<i>Parks Complex Shelter</i>
001-0775-572.62-00	24014	Building	8,465	<i>Storage Shed</i>
001-0775-572.62-00	24015	Building	50,000	<i>Senior Field Building</i>
001-0775-572.62-00	24016	Building	220,000	<i>Walker Field Building</i>
001-0775-572.63-00	09041	Improvements Other Than Buildings	270,270	<i>SR 50 Median Lanscaping</i>
001-0775-572.63-00	13007	Improvements Other Than Buildings	862,748	<i>Tucker Ranch Heritage Park</i>
001-0775-572.63-00	15036	Improvements Other Than Buildings	16,912,312	<i>Tucker Ranch Farm</i>
001-0775-572.63-00	17056	Improvements Other Than Buildings	225,000	<i>9th St Community Farm/Pavilion</i>
001-0775-572.63-00	23026	Improvements Other Than Buildings	322,188	<i>Little League - Infield Artificial Turf</i>
001-0775-572.63-00	24017	Improvements Other Than Buildings	350,000	<i>Senior Field Lighting upgrade</i>
001-0775-572.63-00	24045	Improvements Other Than Buildings	32,542	<i>Little League Light Pole Replacement</i>
001-0872-572.62-00	17018	Building	85,200	<i>Jessie Brock Center-Roof</i>
001-0872-572.62-00	19010	Building	8,500	<i>Braddock Park Equipment Shelter</i>
001-0872-572.62-00	19011	Building	3,498	<i>Jessie Brock Lighting</i>
001-0872-572.63-00	17019	Improvements Other Than Buildings	12,910	<i>Bouler Pool Improvements</i>
001-0872-572.64-00	24044	Equipment	103,523	<i>Jessie Brock Exercise Course replaement</i>
001-0872-572.64-00		Equipment	34,404	<i>Lightning Protection System</i>
001-3658-575.62-00	22026	Building	58,987	<i>Tanner Hall Improvements</i>
001-3658-575.63-00	23007	Improvements Other Than Buildings	70,862	<i>Newton Park Electrical Upgrade</i>
		<b>Total Expenditures</b>	<b>49,054,640</b>	
<b>Community Redevelopment Agency Fund</b>				
120-0213-399.99-99		Use of Fund Balance	5,649,272	<i>To balance revenues/expenditures</i>
		<b>Total Revenues</b>	<b>5,649,272</b>	
120-0213-552.63-00	17001	Improvements Other Than Buildings	310,000	<i>Downtown Wayfinding Signs</i>
120-0213-552.63-00	17022	Improvements Other Than Buildings	1,780,000	<i>East Winter Garden</i>
120-0213-552.63-00	24030	Improvements Other Than Buildings	1,000,000	<i>EWG Legacy Fund</i>
120-0213-552.63-00	24031	Improvements Other Than Buildings	595,225	<i>EWG Infrastructure Streetscape Design</i>
120-0213-552.63-00	24032	Improvements Other Than Buildings	550,000	<i>Zanders Park Revitalization Program</i>
120-0213-552.63-00	24047	Improvements Other Than Buildings	704,000	<i>Commercial Revitalization - Center Street</i>
120-0213-552.63-00		Improvements Other Than Buildings	710,047	<i>Funding for Capital Projects</i>
		<b>Total Expenditures</b>	<b>5,649,272</b>	
<b>General Impact Fee Fund</b>				
170-0620-399.99-99		Use of Fund Balance	2,749,991	<i>To balance revenues/expenditures</i>
170-0521-399.99-00		Use of Fund Balance	4,646	<i>To balance revenues/expenditures</i>
		<b>Total Revenues</b>	<b>2,754,637</b>	
170-0622-522.62-00	18015	Building	2,749,991	<i>Fire Station - Southwest WG</i>
170-0521-521.64-00		Equipment	4,646	<i>Radar Units (2) for motorcycles new employees</i>
		<b>Total Expenditures</b>	<b>2,754,637</b>	

**City of Winter Garden  
Carry Forward Budget FY2024-2025  
Ordinance 25-03  
Exhibit 1**

<u>Account Number</u>	<u>Project</u>	<u>Account Description</u>	<u>Amount</u>	<u>Item Description</u>
<b>Transportation Impact Fee Fund</b>				
174-0741-399.99-99		Use of Fund Balance	9,152,895	To balance revenues/expenditures
		<b>Total Revenues</b>	<b>9,152,895</b>	
174-0741-541-61-00	20038	Land	51,924	Plant St ROW - SR429
174-0741-541-63-00	24040	Improvements Other Than Buildings	2,000,158	681 W Plant St (Lumen/CL Property)
174-0741-541-63-00	08005	Improvements Other Than Buildings	570,959	Marsh Rd (CR545>Hickory Hammock)
174-0741-541-63-00	12026	Improvements Other Than Buildings	2,740,852	Plant & Avalon Intersection Improvements
174-0741-541-63-00	13043	Improvements Other Than Buildings	125,739	Lulu Creek/Stormwater Landscaping
174-0741-541-63-00	15008	Improvements Other Than Buildings	100,000	Plant St East-Median Landscaping
174-0741-541-63-00	16010	Improvements Other Than Buildings	178,261	E Crown Pt-Plant to Crown Pt Cross
174-0741-541-63-00	18043	Improvements Other Than Buildings	9,684	CR 545 4-Ln Turnpike to SR50
174-0741-541-63-00	20009	Improvements Other Than Buildings	1,179,775	Carter Road Intersection
174-0741-541-63-00	20026	Improvements Other Than Buildings	2,101,031	Dillard St Roundabouts-SR50>Plant
174-0741-541-63-00	23009	Improvements Other Than Buildings	37,500	Video Detection at Daniels & Foxcrest Signal
174-0741-541-63-00	23031	Improvements Other Than Buildings	57,013	Traffic Calming
		<b>Total Expenditures</b>	<b>9,152,895</b>	
<b>Capital Projects Fund</b>				
336-0213-399.99-99		Use of Fund Balance	16,050,000	To balance revenues/expenditures
		<b>Total Revenues</b>	<b>16,050,000</b>	
336-0213-559.63-00	15036	Improvements Other Than Buildings	16,050,000	Tucker Ranch Wellness Park
		<b>Total Expenditures</b>	<b>16,050,000</b>	
<b>Utilities Operating Fund</b>				
410-2116-399.99-99		Use of Fund Balance	13,357,951	To balance revenues/expenditures
		<b>Total Revenues</b>	<b>13,357,951</b>	
410-2116-533.62-00	22030	Building	18,500	Woodlark HVAC
410-2116-533.63-00	13011	Improvements Other Than Buildings	1,310,883	Dillard Street Project SR50>Plant
410-2116-533.63-00	13044	Improvements Other Than Buildings	300,000	Johns Lake Waterside Util U/S
410-2116-533.63-00	16003	Improvements Other Than Buildings	30,475	Trail Enhancement (Oval)
410-2116-533.64-00		Equipment	250,000	SCADA System Upgrade
410-2116-533.64-00		Equipment	9,251	Pump Motors (2)
410-2116-533.64-00		Equipment	22,000	Hydraulic Check Valve
410-2116-533.64-00		Equipment	612,400	Western Storage Potable Well
410-2117-535.63-00	13011	Improvements Other Than Buildings	1,080,205	Dillard Street Project SR50>Plant
410-2117-535.63-00	16003	Improvements Other Than Buildings	30,475	Trail Enhancement (Oval)
410-2117-535.63-00	17025	Improvements Other Than Buildings	3,501,672	WWTP Expansion (engineering & design)
410-2117-535.63-00	18021	Improvements Other Than Buildings	280,500	Tucker Ranch Utilities (Wastewater)
410-2117-535.64-00		Equipment	250,000	SCADA System Upgrade
410-2126-533.63-00	12022	Improvements Other Than Buildings	22,391	Flex Net Install
410-2126-533.63-00	16014	Improvements Other Than Buildings	385,947	2" Water Main Upgrades
410-2126-533.63-00	16030	Improvements Other Than Buildings	796,534	Water Meter Replacement - last phase
410-2126-533.63-00	18004	Improvements Other Than Buildings	10,000	Public Services Paving
410-2126-533.63-00	18021	Improvements Other Than Buildings	26,885	Tucker Ranch Utilities
410-2126-533.63-00	20031	Improvements Other Than Buildings	100,000	Reuse Line Relocation at Tiny & Tilden
410-2126-533.63-00	23010	Improvements Other Than Buildings	18,500	Daniels Business Park Reclaim Main Upsize
410-2126-533.63-00	23011	Improvements Other Than Buildings	100,000	Avalon Road Utility Relocates
410-2126-533.63-00	24020	Improvements Other Than Buildings	12,000	Public Works Truck Parking (cost-share)
410-2126-533.63-00	24021	Improvements Other Than Buildings	200,000	Lead Service Line Replacement
410-2126-533.64-00		Equipment	4,500	Thumb for Excavator (cost-share)
410-2126-533.64-00		Equipment	12,621	Replacement Vehicle
410-2126-533.52-01	16030	Miscellaneous Operating Supplies	367,876	Meter Change Out Project
410-2127-535.62-00	22021	Building	2,547	Public Services Security Cameras
410-2127-535.63-00	12037	Improvements Other Than Buildings	40,000	Lift Station 23 Rehab
410-2127-535.63-00	15013	Improvements Other Than Buildings	100,000	Gravity Sewer Rehab
410-2127-535.63-00	18004	Improvements Other Than Buildings	10,000	Public Svcs Paving
410-2127-535.63-00	19016	Improvements Other Than Buildings	359,794	Sliplining (8" Gravity)
410-2127-535.63-00	20031	Improvements Other Than Buildings	250,000	Reuse Relocation-Tiny @ Tilden
410-2127-535.63-00	21025	Improvements Other Than Buildings	614,176	Lift Station Rebuilds
410-2127-535.63-00	21025	Improvements Other Than Buildings	100,000	Generator at LS 25
410-2127-535.63-00	22032	Improvements Other Than Buildings	136,316	Manhole Rehab - Trunk Line
410-2127-535.63-00	23011	Improvements Other Than Buildings	1,000,000	Avalon Rd. Util. Relocs
410-2127-535.63-00	23012	Improvements Other Than Buildings	300,000	Rollins Rock Way Pump Station
410-2127-535.63-00	23013	Improvements Other Than Buildings	411,554	Teacup Spgs Sewer Conversion
410-2127-535.63-00	23019	Improvements Other Than Buildings	200,000	Manhole Rehab FY23 CF/FY24
410-2127-535.63-00	23039	Improvements Other Than Buildings	51,187	Sanitary Sewer I/F & Infiltration
410-2127-535.63-00	24020	Improvements Other Than Buildings	12,000	Public Works Truck parking
410-2127-535.64-00		Equipment	12,262	Replacement Vehicle
410-2127-535.64-00		Equipment	4,500	Thumb for Excavator (cost-share)
		<b>Total Expenditures</b>	<b>13,357,951</b>	

City of Winter Garden  
 Carry Forward Budget FY2024-2025  
 Ordinance 25-03  
 Exhibit 1

<u>Account Number</u>	<u>Project</u>	<u>Account Description</u>	<u>Amount</u>	<u>Item Description</u>
<b>Utilities Impact Fee Fund</b>				
411-2116-399.99-99		Use of Fund Balance-Water	519,297	To balance revenues/expenditures
		<b>Total Revenues</b>	<b>519,297</b>	
411-2126-533.63-00	16006	Improvements Other Than Buildings	8,500	S Highland (Smith > Maple)
411-2126-533.63-00	16014	Improvements Other Than Buildings	72,797	2" Water Main Upgrades (city-wide)
411-2126-533.63-00	17026	Improvements Other Than Buildings	288,000	Windward Cay Reuse/Retrofit
411-2126-533.63-00	23014	Improvements Other Than Buildings	75,000	Western Storage Tank Fill Piping
411-2126-533.63-00	23015	Improvements Other Than Buildings	75,000	Tildenville Rd Water Main Extension
		<b>Total Expenditures</b>	<b>519,297</b>	
<b>Utilities Renewal &amp; Replacement Fund</b>				
412-2116-399.99-99		Use of Fund Balance	225,000	To balance revenues/expenditures
		<b>Total Revenues</b>	<b>225,000</b>	
412-2126-533.63-00	13016	Improvements Other Than Buildings	50,000	Downtown Brick Pavers
412-2127-535.63-00	13016	Improvements Other Than Buildings	75,000	Downtown Brick Pavers
412-2127-535.63-00	23016	Improvements Other Than Buildings	100,000	20" RM Elevated Crossing (design phase)
		<b>Total Expenditures</b>	<b>225,000</b>	
<b>Stormwater Fund</b>				
420-2218-399.99-99		Use of Fund Balance	4,030,784	
		<b>Total Revenues</b>	<b>4,030,784</b>	
420-2618-538.63-00	13011	Improvements Other Than Buildings	926,962	Dillard Street Project SR50>Plant
420-2618-538.63-00	13011	Improvements Other Than Buildings	147,932	Stormwater R&R Improvements
420-2618-538.63-00	16003	Improvements Other Than Buildings	34,300	Trail Enhancement (Oval)
420-2618-538.63-00	17028	Improvements Other Than Buildings	300,000	Stormwater Pollution Control
420-2618-538.63-00	18004	Improvements Other Than Buildings	10,000	Public Services Paving
420-2618-538.63-00	19018	Improvements Other Than Buildings	1,800,000	E Winter Garden Drainage Improvements
420-2618-538.63-00	20033	Improvements Other Than Buildings	24,569	Strates Property Drainage (originally budgeted under 31-04)
420-2618-538.63-00	23017	Improvements Other Than Buildings	150,000	Westside Townhomes Drainage Improvements
420-2618-538.63-00	23002	Improvements Other Than Buildings	100,000	Newton Park Dredging
420-2618-538.63-00	23018	Improvements Other Than Buildings	184,397	Roper Drive Stormwater Improvements
420-2618-538.63-00	23019	Improvements Other Than Buildings	200,000	Manhole Rehab
420-2618-538.63-00	23037	Improvements Other Than Buildings	100,000	9th Street Drainage Impr - repair/replace corrugated metal
420-2618-538.64-00		Equipment	2,624	Thumb for Excavator (cost-share)
420-2618-538.31-04	18035	Professional Services	50,000	Stormwater Master Plan
		<b>Total Expenditures</b>	<b>4,030,784</b>	
<b>Solid Waste Fund</b>				
430-3134-399.99-99		Use of Fund Balance	53,691	To balance revenues/expenditures
		<b>Total Revenues</b>	<b>53,691</b>	
430-3134-534.63-00	18004	Improvements Other Than Buildings	10,000	Public Services Paving
430-3134-534.63-00	24020	Improvements Other Than Buildings	12,000	Public Works Truck parking
430-3134-534-64-00		Equipment	31,691	Chasis-Roll-Off Truck
		<b>Total Expenditures</b>	<b>53,691</b>	
<b>Trailer City Fund</b>				
450-3657-399.99-99		Use of Fund Balance	4,000	To balance revenues/expenditures
		<b>Total Revenues</b>	<b>4,000</b>	
450-3657-539.63-00	16018	Improvement Other Than Bldg	4,000	Upgrade city owned lots
		<b>Total Expenditures</b>	<b>4,000</b>	
		<b>Grand Total</b>	<b>100,852,168</b>	

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Steve Graham, Police Chief

**Via:** Jon C. Williams, City Manager

**Date:** December 13, 2024

**Meeting Date:** January 9, 2025

**Subject:** Ordinance 25-01

**Issue:**

Ordinance 25-01 amending City Code of Ordinances Chapter 74 – Traffic and Vehicles to create a new section VI: School Zone Speed Enforcement.

**Discussion:**

Ordinance 25-01 would amend City of Winter Garden Code Section 74 – Traffic and Vehicles to create a new section VI “School Zone Speed Enforcement”. The new section would authorize the City to permit and implement the use of speed detection systems within designated school zones.

The purpose of this ordinance is to authorize the use of speed detection systems within designated school zones to minimize the unacceptable hazard of speeding that threatens the health, safety, and welfare of students and pedestrians in the City.

**Recommended Action:**

Staff recommends approval of Ordinance 25-01.

**Attachment(s)/References:**

Ordinance 25-01  
Business Impact Estimate

**ORDINANCE NO. 25-01**

**AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 74 OF THE WINTER GARDEN CITY CODE, TO CREATE A NEW ARTICLE VI, ENTITLED “SCHOOL ZONE SPEED ENFORCEMENT,”; PROVIDING FOR PURPOSE, INTENT, AND DEFINITIONS; ESTABLISHING A SCHOOL ZONE SPEED ENFORCEMENT PROGRAM AND AUTHORIZING THE USE OF SPEED DETECTION SYSTEMS WITHIN THE CITY; PROVIDING FOR PROGRAM IMPLEMENTATION REQUIREMENTS AND DESIGNATION OF SCHOOL ZONES; PROVIDING FOR ENFORCEMENT AND ADMINISTRATIVE PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Chapter 166 of the Florida Statutes and Article VIII of the Florida Constitution authorizes the legislative body of each municipality to enact ordinances to protect the health, safety, and welfare of its residents; and

**WHEREAS**, on July 1, 2023, House Bill 657 (HB 657), as codified under Chapter 2023-174 of the Laws of Florida, went into effect, authorizing municipalities to use speed detection systems in accordance with certain technical specifications established by the Florida Department of Transportation to enforce the speed limit in a school zone at specified periods; and

**WHEREAS**, prior to utilizing speed detection systems to enforce eligible school zone speeding violations within its jurisdiction, municipalities are required to adopt an ordinance authorizing the placement and installation of speed detection systems and creating administrative and enforcement procedures for the use of speed detection systems at designated school zones; and

**WHEREAS**, prior to utilization of the speed detection system in any particular school zone, HB 657 also requires the governing body of the municipality to first determine whether a school zone constitutes a heightened safety risk that warrants additional traffic enforcement measures based on traffic data collected; and

**WHEREAS**, HB 657 provides that a municipality may issue notices of violation and may authorize a law enforcement officer or traffic infraction enforcement officer to issue uniform traffic citations for violations of sections 316.1895 and 316.183, Florida Statutes, that are captured by speed detection systems during specified time periods and further provides for notice to the registered owner of the subject vehicle, hearing procedures, appellate remedies, and the assessment and remittance of civil penalties and cost; and

**WHEREAS**, HB 657 requires municipalities that elect to operate school zone speed detection systems to implement a public awareness campaign at least 30 days before commencing with the enforcement of violations and to annually report information about the program to both the public and the Florida Department of Highway Safety and Motor Vehicles; and

**WHEREAS**, HB 657 restricts the location and use of speed detection systems to school zones that the municipality determines constitute a heightened safety risk warranting additional enforcement measures based on data or other evidence presented at a public hearing; and

**WHEREAS**, the City of Winter Garden (the “City”) wishes to deter drivers from speeding through school zones and provide a supplemental means for the enforcement of unlawful speed violations by enacting an ordinance to implement a school zone speed enforcement program; and

**WHEREAS**, HB 657 requires that before the City contracts or renews a contract with a vendor to place or install speed detection systems, the City must approve the contract or contract renewal at a regular or special commission meeting; the vendor contract may not be considered as part of the consent agenda as public input must be allowed; and

**WHEREAS**, at the time of adoption, the City has considered the relevant traffic data and other evidence presented, incorporated by reference, and submitted to the City Clerk as supplemental information to this Ordinance at the time of adoption, supporting the installation and operation of speed detection systems for certain school zones within City limits; and

**WHEREAS**, based upon the relevant traffic data and other evidence presented, the City has determined that each school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures; and

**WHEREAS**, the City finds that motor vehicles speeding on a roadway maintained as a school zone during specified periods is an unacceptable hazard that threatens the health, safety, and welfare of students and pedestrians in the City and that enforcement of applicable speed limits in school zones during specified periods through the use of a speed detection system may reduce safety risks in school zones, which warrants implementation of school zone speed detection enforcement pursuant to the rules and regulations of Chapters 2023-174, Laws of Florida, and other applicable state law.

**WHEREAS**, the City finds that implementation of the enforcement program as set forth herein will promote, protect and improve the health, safety and welfare of its citizens, consistent with the authority of and limitations on the City pursuant to the Florida Constitution and Florida Statutes.

**BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:**

**SECTION I. Recitals.** The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are incorporated herein as part of this Ordinance upon adoption.

**SECTION II. Adoption.** A new Article VI shall be added to Chapter 74 of the Code of Ordinances of the City of Winter Garden, entitled, “School Zone Speed Enforcement,” and shall

read as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

## **ARTICLE VI. – SCHOOL ZONE SPEED ENFORCEMENT**

### **Sec. 74-215 — Purpose and Intent**

The purpose and intent of this Article is to protect the health, safety, and welfare of City residents by authorizing the placement or installation and use of speed detection systems on roadways maintained as a school zone within City limits, to promote compliance with speed limits in school zones, and to adopt a quasi-judicial system to enforce violations. This Article provides a supplemental means of enforcing unlawful speed violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with Chapter 316, Florida Statutes

### **Sec. 74-216 – Definitions**

The terms below shall, for purposes of this article, have the meanings indicated:

Hearing procedures shall mean the procedures set forth under section 316.1896, Florida Statutes, governing noticing, scheduling, and conducting hearings before a Local Hearing Officer.

Law Enforcement officer shall mean, as defined by section 943.10(1), Florida Statutes, any person who is elected, appointed, or employed full time by a municipality or the state or any political subdivision thereof, who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state.

Local hearing officer shall mean the Special Magistrate or other City appointee as permitted by law and as established by the City Commission through a resolution.

Motor vehicle shall mean, as defined by section 316.003, Florida Statutes, a self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, electric bicycle, motorized scooter, electric personal assistive mobility device, mobile carrier, personal delivery device, swamp buggy, or moped.

Notice of violation shall mean the written notification sent to the registered owner of a vehicle after a school zone speed infraction by that vehicle has been captured by a speed detection system and thereafter reviewed and approved by a law enforcement officer or traffic infraction enforcement officer. A notice of violation must be in the form and include the contents prescribed by section 316.1896, Florida Statutes, as it may be amended.

School zone shall mean that portion of a street or highway established as a school zone pursuant to section 316.1895, Florida Statutes, as it may be amended.

School zone speed enforcement program shall mean the regulations and procedures governing the use of speed detection systems on roadways maintained as a school zone within the jurisdiction of the City, as provided for by applicable law and established by this Article.

School zone speed infraction shall mean a violation of section 316.183 or 316.1895, Florida Statutes, captured by a speed detection system on a roadway maintained as a school zone during

the hours provided for by applicable law and set forth in this Article.

School zone speed limit shall mean the regularly posted or reduced posted speed limit within a school zone pursuant to section 316.1895, Florida Statutes.

Speed detection system shall mean a portable or fixed automated system used to detect a motor vehicle's speed using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation. This term is synonymous with the term "Speed Detection System" defined in section 316.003(83), Florida Statutes, as it may be amended.

Traffic infraction enforcement officer shall mean a person who meets the qualifications established by section 316.640, Florida Statutes, as it may be amended.

Uniform traffic citation shall mean the citation issued to the registered owner of a vehicle for a school zone speed infraction, in the form and including the contents prescribed by sections 316.1896 and 316.650, Florida Statutes, as it may be amended.

#### **Sec. 74-217 – Use of Speed Detection Systems**

Pursuant to section 316.008(9), Florida Statutes, the City hereby elects to use speed detection systems on roadways properly maintained as a school zone to enforce speed limits within the City's jurisdiction. The City may utilize speed detection systems as a supplemental means of assisting law enforcement personnel in the enforcement of compliance with state law related to unlawful speed in school zones, in accordance with Chapter 316, Florida Statutes.

#### **Sec. 74-218 – Program Administration**

- (a) The City Manager or City Manager's designee, in cooperation with the Winter Garden Police Department and any necessary City staff as determined by the City Manager or City Manager's designee, is empowered to administer, and assist with the City's school zone speed enforcement program, consistent with the provisions of Chapter 2023-174, Laws of Florida, subject to any other applicable state law, this Article, and all corresponding City resolutions.
- (b) As permitted and defined by applicable law and corresponding resolution adopted by the City Commission, the City may designate its Special Magistrate or other City appointee as its Local Hearing Officer, who shall have jurisdiction to conduct proceedings in accordance with Chapter 2023-174, Laws of Florida, and section 316.1896, Florida Statutes, as such may be amended from time to time.
- (c) In accordance with Chapter 2023-174, Laws of Florida, and section 316.1896, Florida Statutes, as may be amended, the City Commission shall designate by resolution existing City staff to serve as the clerk to the Local Hearing Officer.

**Sec. 74-219 – Program Implementation Requirements**

- (a) Signage Requirements. The installation and operation of speed detection systems, including required signage, shall be in accordance with Chapter 316, Florida Statutes, all applicable regulations of the Florida Department of Transportation and the Florida Department of Highway Safety and Motor Vehicles, and the terms of any written agreement that may be entered into between Winter Garden Police Department and/or the City and its vendor(s).
- (b) Public Awareness. Pursuant to section 316.0776, Florida Statutes, before notices of violation for school zone speed infractions may be issued, a public announcement and 30-day public awareness campaign of the initial proposed use of speed detection systems must be conducted. During the 30-day public awareness campaign, only a warning may be issued to the registered owner for a school speed zone infraction and a fine shall not be imposed.

**Sec. 74-220 – Designation of School Zones**

- (a) The City Commission finds that based upon the traffic data and other evidence presented at a public hearing, the school zones on the roadways surrounding the following schools constitute a heightened safety risk that warrants additional enforcement measures by installation or placement of speed detection systems pursuant to section 316.008, Florida Statutes:

<u>West Orange High</u>	<u>1625 Beulah Rd, Winter Garden, FL 34787</u>
<u>Tildenville Elementary</u>	<u>1221 Brick Rd, Winter Garden, FL 34787</u>
<u>Whispering Oak Elementary</u>	<u>15300 Stoneybrook W Pkwy, Winter Garden, FL 34787</u>
<u>SunRidge Elementary</u>	<u>14455 Sunridge Blvd, Winter Garden, FL 34787</u>
<u>SunRidge Middle</u>	<u>14955 Sunridge Blvd, Winter Garden, FL 34787</u>
<u>Lakeview Middle</u>	<u>1200 W Bay St, Winter Garden, FL 34787</u>
<u>Dillard Elementary</u>	<u>311 N Dillard St, Winter Garden, FL 34787</u>
<u>Maxey Elementary</u>	<u>602 E Story Rd, Winter Garden, FL 34787</u>
<u>Esteem Academy</u>	<u>12301 Warrior Rd, Winter Garden, FL 34787</u>

- (b) Subsequent speed detection systems may be approved for inclusion or removal via amendment to this section in accordance with applicable law.

**Sec. 74-221 – Enforcement Procedures**

- (a) General Powers. The Winter Garden Police Department shall be authorized to enforce the applicable speed limit on a roadway properly maintained as a school zone pursuant to Chapter 2023-174, Laws of Florida, for violations of sections 316.183 and 316.1895, Florida Statutes, through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of 10 miles per hour over the speed limit in force at the time of the violation. The Winter Garden Police Department Chief of Police or designee is responsible for establishing the business rules of procedure between the vendor and the City necessary for implementing this Section.

- (b) Review of Speed Detection System Information. Pursuant to section 316.1896, Florida Statutes, as may be amended, information captured by a speed detection system shall be reviewed by a law enforcement officer or traffic infraction enforcement officer.
- (c) School Zone Speed Detection System Violations. The applicable speed limit on a roadway properly maintained as a school zone may be enforced through the capturing of a violation by a speed detection system as follows:
  - (i) For a violation of section 316.1895, Florida Statutes, in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled breakfast program.
  - (ii) For a violation of section 316.1895, Florida Statutes, in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled school session.
  - (iii) For a violation of section 316.183, Florida Statutes, in excess of 10 miles per hour over the posted speed limit during the entirety of a regularly scheduled school session.
  - (iv) For a violation of section 316.1895, Florida Statutes, in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the end of a regularly scheduled school session.
- (d) Notice of Violation. A notice of violation must be sent to the registered owner of the motor vehicle involved in the violation as provided under section 316.1896, Florida Statutes.
- (e) Hearing Procedures and Appeals. Hearings to contest notices of violations shall be held in accordance with the requirements of Chapter 2023-174, Laws of Florida, and sections 316.0083(5) and 316.1896, Florida Statutes. An aggrieved party may appeal a final administrative order of the Local Hearing Officer in accordance with section 316.1896, Florida Statutes.
- (f) Defenses and Penalties. The enforcement of school zone speed infractions including the issuance of notices of violation and uniform traffic citations, the processing of affidavits to assert an exception to liability, and the assessment of fines and costs must comply with section 316.1896, Florida Statutes. In accordance with section 316.1896(14)(e), Florida Statutes, the Local Hearing Officer must assess the statutory authorized penalty if the registered owner is found in violation and may also require the registered owner to pay municipal costs not to exceed \$250 per violation. A registered owner who receives a notice of violation may, within 30 days:
  - (i) Pay the fine of \$100.00, as fixed by section 318.18(3)(d), Florida

Statutes, as it may be amended; or

- (ii) Submit an affidavit establishing an exception to liability pursuant to section 316.1896(8), Florida Statutes, as it may be amended; or (iii) Request a hearing.
- (g) Issuance of a uniform traffic citation. A law enforcement officer or traffic infraction enforcement officer shall be authorized, pursuant to section 316.1896, Florida Statutes, to issue a uniform traffic citation for violations of sections 316.1895 or 316.183 as authorized by section 316.008(9), Florida Statutes. If the registered owner of a vehicle does not timely pay the fine reflected on the notice of violation, submit a sufficient affidavit, or request a hearing, a uniform traffic citation must be issued by a law enforcement officer or a traffic infraction enforcement officer to the registered owner and transmitted to the Orange County Clerk of the Court for disposition by the county court.

### **Sec. 74-222 — Collection of Evidence, Public Records, and Retention Requirements**

In accordance with section 316.1896, Florida Statutes, a speed detection system in a school zone may not be used for remote surveillance. The collection of evidence by a speed detection system to enforce school zone speed infractions, or user-controlled pan or tilt adjustments of speed detection components, do not constitute remote surveillance. Recorded video or photographs collected as part of a speed detection system in a school zone may only be used to document school zone speed infractions and for purposes of determining criminal or civil liability for incidents captured by the speed detection system incidental to the permissible use of the speed detection system. Any recorded video or photograph obtained via a speed detection system must be destroyed within 90 days after the final disposition of the recorded event, pursuant to section 316.1896, Florida Statutes. Written notice that such records have been destroyed must be provided by December 31st of each year to the City by its speed detection system vendor. All public records related to the administration of this Section must be maintained in accordance with Florida law and all requests for such records must be addressed in accordance with Chapter 119, Florida Statutes, and any other applicable state law.

### **Sec. 74-223 – Annual Reporting Requirements**

The City, with the assistance of Winter Garden Police Department and/or the vendor, will annually report on the City’s school zone speed enforcement program to the public and to the Florida Department of Highway Safety and Motor Vehicles in accordance with sections 316.0776 and 316.1896, Florida Statutes, as they may be amended.

Pursuant to section 316.0776(3)(c), Florida Statutes the compliance or sufficiency of compliance with this requirement may not be raised in a proceeding challenging a notice of violation for a school zone speed infraction.

### **Sec. 74-224 – Collected Fines and Costs**

All fines and costs collected pursuant to this Article must be remitted in accordance with sections 316.1896 and 318.18, Florida Statutes, and any other relevant state law.

**Sec. 74-225 – School Crossing Guard Recruitment and Retention Program**

Pursuant to section 316.1894, Florida Statutes, as may be amended, the law enforcement agency having jurisdiction over a municipality conducting a school zone speed detection system program authorized by section 316.008(9), Florida Statutes, must use funds generated pursuant to section 316.1896(5)(e), Florida Statutes, from the school zone speed detection system program to administer the School Crossing Guard Recruitment and Retention Program. Such program may provide recruitment and retention stipends to crossing guards at K-12 public schools, including charter schools, or stipends to third parties for the recruitment of new crossing guards. The School Crossing Guard Recruitment and Retention Program must be designed and managed at the discretion of the Winter Garden Police Department.

**SECTION III. INCONSISTENCY.** If any Ordinances or parts of Ordinances are in conflict herewith, this Ordinance shall control to the extent of such conflict.

**SECTION IV. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, word, or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion will be deemed a separate, distinct and independent provision, and such holding will not affect the validity of the remaining portions of this Ordinance.

**SECTION V. CODIFICATION.** That Section II of this Ordinance shall be codified and made a part of the City of Winter Garden Code of Ordinances; and that such Section may be renumbered or relettered to accomplish such intention (i.e., the word “*Ordinance*” may be changed to “*Section*”, “*Article*”, or other appropriate word).

**SECTION VI.** This Ordinance shall become effective upon adoption at its second reading.

FIRST READING: December 12, 2024.

SECOND READING: \_\_\_\_\_, 2025.

APPROVED:

\_\_\_\_\_  
John Rees, Mayor/Commissioner

ATTEST:

\_\_\_\_\_  
Angela Grimmage, City Clerk



## **Business Impact Estimate**

*This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.*

Proposed ordinance's title/reference:

*Ordinance 25-01 Amending Chapter 74 -Traffic and Vehicles to create a new article VI "School Zone Speed Enforcement" of The City of Winter Garden Code of Ordinances.*

This Business Impact Estimate is provided in accordance with Section 166.041(4), *Florida Statutes*. If one or more of the boxes are checked below, the checked exception(s) to the Business Impact Estimate requirement apply to the above-referenced proposed ordinance, although, the City is implementing the procedure otherwise required by law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

*Ordinance 25-01* authorizes the City of Winter Garden to utilize speed detection systems to enforce certain school zone speeding violations pursuant to Chapter 2023-174 of the Laws of Florida, and accordingly, is necessary to comply with State Law under Chapter 2023-174 of the Laws of Florida. The Ordinance will protect members of the public, especially school children, parents, and teachers commuting to schools within the City that have a school zone that has been determined to have a heightened safety risk that warrants additional traffic enforcement measures pursuant to Section 316.008(9), Florida Statutes.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

None as all business are required to comply with traffic laws.

3. Estimate of direct compliance costs that businesses may reasonably incur:

Direct business compliance costs are not applicable as this is a general ordinance and all businesses are required to comply with traffic laws.

4. Any new charge or fee imposed by the proposed ordinance:

Not applicable as there are no new charges being imposed on businesses who comply with existing traffic laws.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

There are no new regulatory costs associated with this Ordinance as businesses are already required to comply with traffic laws.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Not applicable.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

*This Business Impact Estimate statement is provided as a courtesy. This Ordinance is exempt from the Business Impact Estimate statement requirements under Florida Law as an ordinance required for compliance with federal or state law or regulation under Section 166.041(4)(c)(1), Florida Statutes.*

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Steve Graham, Police Chief

**Via:** Jon C. Williams, City Manager

**Date:** December 13, 2024

**Meeting Date:** January 9, 2025

**Subject:** Ordinance 25-02

**Issue:**

Ordinance 25-02 amending City Code of Ordinances Chapter 74 – Traffic and Vehicles to create a new section V: The City of Winter Garden Traffic Light Safety Act.

**Discussion:**

Ordinance 25-02 would amend City of Winter Garden Code Section 74 – Traffic and Vehicles to create a new section V “The City of Winter Garden Traffic Light Safety Act”. The new section would authorize the City to permit and implement the use of traffic infraction detectors for red light violations.

The purpose of this ordinance is to authorize the use of traffic infraction detectors to promote, protect and improve the health, safety and welfare of our citizens by reducing the number of traffic incidents related to the failure of motorists to obey duly erected traffic control devices.

**Recommended Action:**

Staff recommends approval of Ordinance 25-02.

**Attachment(s)/References:**

Ordinance 25-02  
Business Impact Estimate

**ORDINANCE NO. 25-02**

**AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 74 OF THE WINTER GARDEN CITY CODE, TO CREATE A NEW ARTICLE V, ENTITLED “THE CITY OF WINTER GARDEN TRAFFIC LIGHT SAFETY ACT”, ESTABLISHING A RED LIGHT ENFORCEMENT PROGRAM WITHIN THE CITY; AUTHORIZING THE CITY TO PERMIT AND IMPLEMENT THE USE OF TRAFFIC INFRACTION DETECTORS FOR RED LIGHT VIOLATIONS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Winter Garden (“City”) is located in a high density traffic area and regularly experiences traffic incidents related to the failure of motorists to obey duly erected traffic control devices, exposing its citizens to the dangers of personal injury and property damage; and

**WHEREAS**, local governments throughout the State of Florida and the United States of America have successfully used traffic infraction detectors to increase public safety; and

**WHEREAS**, similarly, the use of traffic infraction detectors has been determined to be effective in increasing compliance of drivers with red light operation; and

**WHEREAS**, the City has limited law enforcement resources that cannot all be allocated to monitoring red light compliance, and City police personnel must also be available to respond to other, and sometimes more, significant incidents as well as serious crime; and

**WHEREAS**, local governments in different parts of the state and country have demonstrated the enhancement of vehicular and pedestrian traffic safety attributable to the integration of automated image capture technologies with traditional traffic law enforcement methodology; and

**WHEREAS**, § 316.008, Florida Statutes, grants municipalities, with respect to streets and highways under their jurisdiction and within the reasonable exercise of police power, authority to regulate and monitor traffic by means of police officers and security devices; and

**WHEREAS**, § 316.008, Florida Statutes, Mark Wandall Traffic Safety Act authorizes municipalities to elect to use traffic infraction detectors to enforce red light violations; and

**WHEREAS**, the City finds that the use of traffic infraction detectors will be effective in enforcing provisions of Chapter 316, Florida Statutes, and will allow for more efficient use of limited law enforcement personnel and resources throughout this jurisdiction; and

**WHEREAS**, the City seeks to exercise its local option to implement traffic infraction detectors to enforce the State Uniform Traffic Code; and

**WHEREAS**, the City finds that implementation of the enforcement program as set forth

herein will promote, protect and improve the health, safety and welfare of its citizens, consistent with the authority of and limitations on the City pursuant to the Florida Constitution and Florida Statutes.

**BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:**

**SECTION I.** The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are incorporated herein as part of this Ordinance upon adoption.

**SECTION II. Adoption.** A new Article V shall be added to Chapter 74 of the Code of Ordinances of the City of Winter Garden, entitled, “The City of Winter Garden Traffic Light Safety Article,” and shall read as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

**Article V. The City of Winter Garden Traffic Light Safety Act**

**Sec. 74-200. Intent.**

This article authorizes the use of traffic infraction detectors to promote compliance with red light signal directives as set forth in this article and applicable Florida law. This article will supplement law enforcement personnel in the enforcement of red light signal violations and shall not prohibit law enforcement officers from issuing a citation for a red light signal violation in accordance with normal and customary statutory traffic enforcement mechanisms.

**Sec. 74-201. Use of traffic infraction detectors.**

The city may utilize traffic infraction detectors pursuant to general law as a means of monitoring compliance with state laws relating to traffic control signals while assisting law enforcement personnel in the enforcement of such laws, which are designed to protect and improve the public health, safety, and welfare. This article shall not supersede, infringe, curtail, or conflict with Florida laws relating to red light signal violations. The city may utilize traffic infraction detectors as an ancillary and supplemental deterrent to traffic control and traffic signal violations and thereby reduce accidents and injuries associated with such violations.

**Sec. 74-202. Definitions.**

The following definitions shall apply to this Article.

*Intersection* means the area embraced within the prolongation or connection of the lateral curb lines or, if none, then the lateral boundary lines of the roadways of two highways which join one another at, or approximately at, right angles; or the area within which vehicles traveling upon different roads joining at any other angle may come in conflict.

*Motor vehicle* means the definition set forth in F.S. § 316.003(43), or its successor provision.

*Owner* means the person or entity identified by the Florida Department of Highway Safety and Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle.

Recorded images means images recorded by a traffic infraction detector that is operated in accordance with this article and Florida law.

Red zone infraction means a traffic offense whereby a traffic infraction detector indicates a violation of this article.

Traffic infraction detector means a vehicle sensor installed to work in conjunction with a traffic control signal and camera or cameras synchronized to automatically record two or more sequenced photographic or electronic images or streaming video of only the rear of a motor vehicle at the time the vehicle fails to stop behind the stop bar or clearly marked stop line when facing a traffic control signal steady red light.

Traffic infraction enforcement officer means the city police department employees designated herein to review recorded images and issue red zone infractions based upon those images.

### **Sec. 74-203. Adherence to Red Light Traffic Control Signals.**

A motor vehicle facing a traffic control signal's steady red light indication shall stop before entering the crosswalk on the near side of an intersection or, if none, then before entering the intersection, and shall remain standing until a green indication is shown on the traffic control signal; provided, however, the driver of a motor vehicle which is approaching a clearly marked stop line, or if none, is approaching the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersection roadway before entering the intersection in obedience of a steady red traffic control signal, may make a right turn in a careful and prudent manner (unless such turn is otherwise prohibited by posted sign or other traffic control device), but shall yield right-of-way to pedestrians and other traffic proceeding as directed by the traffic control signal at the intersection.

Further, motor vehicles facing a traffic control signal that is malfunctioning, inoperable, or is emitting a flashing red light shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or if none, then at the point, nearest to the intersection roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection, and the right to proceed shall be subject to the rules applicable after making a stop at a stop sign. In the event that only some of the traffic control signals within an intersection are malfunctioning, inoperative, or emitting a flashing red light the driver of the vehicle approaching the malfunctioning, inoperative, or flashing red traffic control signal shall stop in the above prescribed manner.

### **Sec. 74-204. Violation.**

A violation of this Article, known as a Red Light Violation, shall occur when a vehicle does not comply with the requirements of § 74-203 and/or violations of Florida law, including, but not limited to, violations of F.S. §§ 316.074(1) and 316.075(1)(c)1. Violations shall be enforced pursuant to F.S. § 316.0083.

### **Sec. 74-205. Review of Recorded Images.**

The city shall designate one or more traffic infraction enforcement officers who shall be police or community service officers of the city and who shall meet the qualifications set forth in F.S. § 316.640, or any other applicable statutory provision. The traffic infraction enforcement officer shall review recorded images prior to the issuance of a notice of infraction to ensure accuracy and the integrity of the recorded images. The traffic infraction enforcement officer shall also verify that the traffic infraction detector that captured the recorded images was functioning properly at the time the recorded images were captured. Once the traffic infraction enforcement officer has verified the accuracy of the recorded images and functionality of the traffic infraction detector, he or she shall complete a review of the violation and authorize enforcement action, and a notice of violation shall be sent to the owner at the address on record with the Florida Department of Highway Safety and Motor Vehicles or any other state's vehicle registration office.

### **Sec. 74-206. Notice of Violation.**

Within 30 days after a violation, notification must be sent to the registered owner of the motor vehicle involved in the violation specifying the remedies available under F.S. § 318.14, and that the violator must pay the penalty of \$158.00 to the city, or furnish an affidavit in accordance with F.S. § 316.0083(1)(d), or request a hearing within 60 days following the notification in order to avoid the issuance of a traffic citation. Such notification must be sent by first-class mail. Included with the notification to the registered owner of the motor vehicle involved in the infraction must be a notice that the owner has the right to review the photographs or electronic image or the streaming video evidence that constitutes a rebuttable presumption against the owner of the vehicle. The notice of violation must be accompanied by, or direct the person to a website that provides, information on the person's right to request a hearing and on all court costs related thereto and a form to request a hearing. A request for hearing shall waive any challenge or dispute as to the delivery of the notice of violation. Further, the notice of violation shall include:

- (1) The name and address of the owner;
- (2) The license plate number and registration number of the vehicle;
- (3) The make, model, and year of the motor vehicle;
- (4) Notice that the infraction charged is pursuant to this article;
- (5) The location of the intersection where the violation occurred;
- (6) The date and time of the red zone infraction;
- (7) Images depicting the infraction, showing the license tag of the offending vehicle and the traffic control device being violated;
- (8) Instructions on all methods of payment of the penalty;
- (9) A statement specifying the remedies available under F.S. § 318.14;
- (10) A statement that the owner must pay a penalty of \$158.00 to the city or provide an affidavit that complies with F.S. § 316.0083 within 30 days of the date the notice is issued in order to avoid court fees, costs, and the issuance of a uniform traffic citation; and
- (11) A signed statement by the traffic infraction enforcement officer that, based on inspection of the recorded images, the vehicle was involved in a red zone infraction.

**Sec. 74-207 Affidavit of non-responsibility.**

An affidavit of non-responsibility proffered as a defense to an alleged red light violation must meet the requirements of F.S. § 316.0083(1)(d), as such statutory requirements pertaining to such affidavits may be amended or transferred from time to time. An affidavit of non-responsibility may be used as a basis for the issuance of a citation for the red light violation to a person identified in the affidavit as being in actual care, custody, or control of the motor vehicle at issue as permitted by statute. Submission of a false affidavit is a misdemeanor of the second degree, punishable as prescribed by general law.

**Sec. 74-208. Uniform traffic citation.**

A uniform traffic citation may be issued by mailing the traffic citation by certified mail to the address of the registered owner of the motor vehicle in the notice of violation if payment has not been made within 60 days after the date of the notice of violation, if the registered owner has not requested a hearing, or if the registered owner has not submitted an affidavit as provided in section 74-206 and 74-207.

**Sec. 74-209. Signage.**

When the city installs a traffic infraction detector at an intersection, the city shall erect signage at the intersection sufficient to notify the public that a traffic infraction detector may be in use at the intersection and shall include specific notification of intersection safety camera enforcement of violations concerning right turns. Such signage shall meet the specifications for uniform signals and devices adopted by the Florida Department of Transportation pursuant to F.S. § 316.0745.

**Sec. 74-210. Challenge to notice of violation.**

A challenge to a notice of violation or citation issued for a red light violation shall be in the manner required by the Mark Wandall Traffic Safety Act as codified in F.S. ch. 316 (the "Act"), as may be amended from time-to-time, and the provisions of the Act relating to the procedures for challenging a notice of violation or citation, including F.S. § 316.0083(5) are incorporated herein. The city commission shall have the right and authority by resolution to: (i) adopt rules and procedures governing any local hearing process concerning challenges to notice of violations and citations for red light violations; (ii) appoint local hearing officer(s); (iii) appoint city staff to serve as the clerk to local hearing officer(s); and (iv) provide for petitioner's payment of costs authorized by the Act.

**Sec. 74-211 Consistency with state law.**

This article shall be interpreted and applied so that it is consistent with state law, including the Mark Wandall Traffic Safety Act as set forth in F.S. § 316.0083. Any amendment to an applicable state law shall automatically apply to the enforcement and application of this article whether or not this article or any provision thereof has been amended to specifically address such state law amendments. Without limitation, any future amendment regarding the amount of the civil penalty or

the apportionment of the proceeds thereof shall be deemed to apply in the enforcement of this article, even prior to a specific amendment to this article to make this article expressly consistent with such change in state law with respect to the amount of the penalty or the apportionment of the proceeds thereof.

**SECTION III. INCONSISTENCY.** If any Ordinances or parts of Ordinances are in conflict herewith, this Ordinance shall control to the extent of such conflict.

**SECTION IV. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, word, or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion will be deemed a separate, distinct and independent provision, and such holding will not affect the validity of the remaining portions of this Ordinance.

**SECTION V. CODIFICATION.** That Section II of this Ordinance shall be codified and made a part of the City of Winter Garden Code of Ordinances; and that such Section may be renumbered or relettered to accomplish such intention (i.e., the word “*Ordinance*” may be changed to “*Section*”, “*Article*”, or other appropriate word).

**SECTION VI.** This Ordinance shall become effective upon adoption at its second reading.

FIRST READING: December 12, 2024.

SECOND READING: \_\_\_\_\_, 2025.

APPROVED:

\_\_\_\_\_  
John Rees, Mayor/Commissioner

ATTESTED:

\_\_\_\_\_  
Angela Grimmage, City Clerk



## **Business Impact Estimate**

*This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.*

Proposed ordinance's title/reference:

*Ordinance 25-02 Amending Chapter 74 -Traffic and Vehicles to create a new article V "The City of Winter Garden Traffic Light Safety Act" of The City of Winter Garden Code of Ordinances.*

This Business Impact Estimate is provided in accordance with Section 166.041(4), *Florida Statutes*. If one or more of the boxes are checked below, the checked exception(s) to the Business Impact Estimate requirement apply to the above-referenced proposed ordinance, although, the City is implementing the procedure otherwise required by law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

*Ordinance 25-02* authorizes the City of Winter Garden to use traffic infraction detectors pursuant to general law as a means of monitoring compliance with state laws relating to traffic control signals while assisting law enforcement personnel in the enforcement of such laws, which are designed to protect and improve the public health, safety, and welfare.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

None as all business are required to comply with traffic laws.

3. Estimate of direct compliance costs that businesses may reasonably incur:

Direct business compliance costs are not applicable as this is a general ordinance and all businesses are required to comply with traffic laws.

4. Any new charge or fee imposed by the proposed ordinance:

Not applicable as there are no new charges being imposed on businesses who comply with existing traffic laws.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

There are no new regulatory costs associated with this Ordinance as businesses are already required to comply with traffic laws.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Not applicable.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

*This Business Impact Estimate statement is provided as a courtesy. This Ordinance is exempt from the Business Impact Estimate statement requirements under Florida Law as an ordinance required for compliance with federal or state law or regulation under Section 166.041(4)(c)(1), Florida Statutes.*

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Kelly Carson, Planning Director

**Via:** City Manager Jon C. Williams

**Date:** January 2, 2025

**Meeting Date:** January 9, 2025

**Subject:** Resolution 25-02

**Issue:**

The City requests to opt out of the Live Local Property Tax Exemption.

**Discussion:**

Pursuant to Section 196.1978(3)(o), Florida Statutes, the Shimberg Center for Housing Studies 2024 Report identifies that Orlando-Kissimmee, Florida MSA, which includes Orange County, has a surplus of affordable and available units for households in the “0-120 percent AMI” category relative to the number of renter households in the same category. Based on this finding, the City elects not to exempt properties eligible for the 80 to 120 tax exemption under Section 196.1978(3)(d)1.a., Florida Statutes, (Live Local Property Tax Exemption) and directs the Orange County Property Appraiser not to grant such exemptions for the 2025 tax roll or for any subsequent tax year during which this Resolution remains in effect.

**Recommended Action:**

Staff recommends adoption of Resolution 25-02 by at least a two-thirds vote.

**Attachment(s)/References:**

Resolution 25-02

Shimberg Center for Housing Studies 2024 Annual Report

## **RESOLUTION 25-02**

**A RESOLUTION OF THE CITY OF WINTER GARDEN, FLORIDA, MAKING A FINDING PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, BASED UPON THE 2024 SHIMBERG CENTER FOR HOUSING STUDIES ANNUAL REPORT; ELECTING NOT TO EXEMPT CERTAIN PROPERTIES FROM AD VALOREM TAXATION UNDER THE LIVE LOCAL ACT; PROVIDING FOR THE PRESERVATION OF EXISTING EXEMPTIONS; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY AND EXPIRATION.**

**WHEREAS**, Section 196.1978(3)(o), Florida Statutes, authorizes a taxing authority, upon adoption of a resolution by a two-thirds vote of its governing body, to elect not to exempt property from ad valorem taxation under section 196.1978(3)(d)1.a., Florida Statutes, provided specific findings are made by the taxing authority and certain conditions are met; and

**WHEREAS**, Section 196.1978(3)(o) requires a taxing authority to make a finding in the resolution that the most recently published Shimberg Center for Housing Studies Annual Report, prepared pursuant to Section 420.6075, Florida Statutes, identifies that a county within the taxing authority's jurisdiction is part of a metropolitan statistical area ("MSA") where the number of affordable and available units exceeds the number of renter households in the category entitled "0-120 percent AMI"; and

**WHEREAS**, the 2024 Shimberg Center for Housing Studies Annual Report ("Report"), published in December 2024, provides the data necessary for the City Commission ("Commission") of the City of Winter Garden ("City") to determine that the statutory conditions are met for electing not to exempt property from ad valorem taxation under section 196.1978(3)(d)1.a., Florida Statutes.

**NOW, THEREFORE**, be it resolved by the City Commission of the City of Winter Garden, Florida that:

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

**2. Finding.** The City Commission hereby makes a finding, pursuant to Section 196.1978(3)(o), Florida Statutes, that the Report identifies that Orlando-Kissimmee, Florida MSA, which includes Orange County, has a surplus of affordable and available units for households in the “0-120 percent AMI” category relative to the number of renter households in the same category.

**3. Election to Opt Out of the Live Local Property Tax Exemption.** Based upon the finding described in Section 2, the City elects not to exempt properties eligible for the 80 to 120 tax exemption under Section 196.1978(3)(d)1.a., Florida Statutes, and directs the Orange County Property Appraiser not to grant such exemptions for the 2025 tax roll or for any subsequent tax year during which this Resolution remains in effect, unless such exemption was granted prior to the adoption of this Resolution.

**4. Pre-existing Exemptions Not Affected.** This Resolution does not impact a property owner of a multifamily project that was granted an exemption pursuant to Section 196.1978(3)(d)1.a., Florida Statutes, prior to the adoption of this Resolution. Such property owner may continue to receive the exemption for each subsequent consecutive year that the property owner applies for and is granted the exemption.

**5. Effective Date.** This Resolution shall take effect on January 1, 2025.

**6. Duration and Renewal.** This Resolution shall expire on January 1, 2027, unless renewed by the City Commission in accordance with Section 196.1978(3)(o), Florida Statutes.

**7. Advertising and Delivery to Property Appraiser.** This Resolution has been duly advertised in accordance with Section 50.011(1), Florida Statutes. A copy of this Resolution shall

be provided to the Orange County Property Appraiser no later than January 1, 2025.

**8. Severability.** If any provision of this Resolution or its application is held invalid, the invalidity does not affect other provisions or applications that can be given effect without the invalid provision or application, and to this end, the provisions of this Resolution are declared severable.

**PASSED AND ADOPTED** by a two-thirds majority vote at a regular meeting of the City Commission of the City of Winter Garden on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**ATTEST:**

\_\_\_\_\_  
Angela Grimmage, City Clerk

(SEAL)

**APPROVED:**

**CITY OF WINTER GARDEN,  
FLORIDA**

\_\_\_\_\_  
John Rees, Mayor



# Shimberg Center for Housing Studies

2024 Annual Report

Shimberg Center for Housing Studies, M.E. Rinker School of Construction Management,  
University of Florida, P.O. Box 115703, Gainesville, Florida 32611-5703

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## **INTRODUCTION**

Home prices and rents in Florida held steady in 2023 and 2024 following rapid growth in the preceding years. The state continued to increase its single family supply, particularly in fast-growing Central and West Central counties, although sales volume continued a two-year downward trend. The multifamily stock also continued to grow, with new rental developments coming online in urban centers and fast-growing mid-sized counties.

This report describes recent trends in housing production, home prices and rents, and the affordable housing inventory. The report includes data on the affordable housing needs of the general population, elders, persons with disabilities, and special needs households. Additional data on housing supply and needs at the city, county, and state level can be found in the Florida Housing Data Clearinghouse, <http://flhousingdata.shimberg.ufl.edu>.

The report also summarizes the Shimberg Center's 2024 activities in research, teaching, and technical assistance. The Center was established by the Florida Legislature in 1988 as a research hub to facilitate the provision of safe, decent, and affordable housing and related community development. Based in the M.E. Rinker School of Construction Management in University of Florida's College of Design, Construction, and Planning, the Shimberg Center provides applied research and technical assistance to state agencies, local planners, the housing industry, non-profits, and others involved in shaping our state's housing policy.

## HOUSING SUPPLY AND PRODUCTION

Florida’s single family home inventory reached nearly 5.9 million homes in 2024. Seventy-one percent of these homes are homesteaded, indicating that they serve as the owner’s primary residence rather than as second homes, vacation homes, or rental properties.

Multifamily rental developments provide 1.7 million units. Three-quarters of these are located in developments with 10 or more units. One-quarter are located in 2-9 unit properties, mostly duplexes. The state has 1.6 million condominium units. Only 37 percent are homesteaded, indicating that most condominiums are second homes, vacation units, or rentals.

Mobile homes on their own parcels make up approximately 437,000 units, of which just over half are homesteaded. These are individually owned parcels that are distinct from the state’s 2,293 licensed mobile home parks with 290,885 lots for rent.

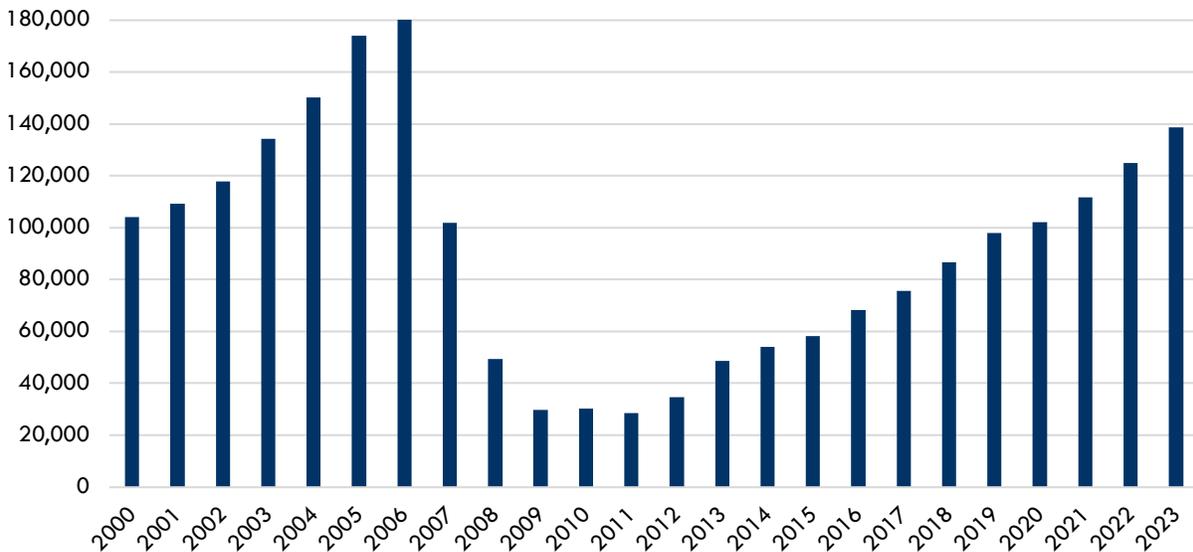
**Table 1. Florida Housing Supply, 2024**

Single Family Homes	Condominiums	Mobile Homes	Multifamily 2-9 Units	Multifamily 10+ Units
<ul style="list-style-type: none"> <li>• 5,875,709 parcels</li> <li>• 4,152,269 homesteaded (71%)</li> </ul>	<ul style="list-style-type: none"> <li>• 1,609,542 parcels</li> <li>• 597,304 homesteaded (37%)</li> </ul>	<ul style="list-style-type: none"> <li>• 436,883 parcels</li> <li>• 227,998 homesteaded (52%)</li> </ul>	<ul style="list-style-type: none"> <li>• 156,868 parcels with 408,210 units</li> <li>• 32,880 homesteaded (21%)</li> </ul>	<ul style="list-style-type: none"> <li>• 15,578 parcels with 1,288,421 units</li> </ul>

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 1 for housing supply by county.

Single family home production has increased steadily over the past decade. Florida produced 138,717 single family homes in 2023, the last full year for which data is available. Production levels have been increasing by approximately 10 percent each year.

**Figure 1. Single Family Homes by Year Built, Florida, 2000-2023**



Source: Florida Department of Revenue, Name-Address-Legal File

Lee County led the state in construction with 10,702 new homes, followed by a group of counties stretching across Central and West Central Florida: Polk, Pasco, Lake, Osceola, and Manatee.

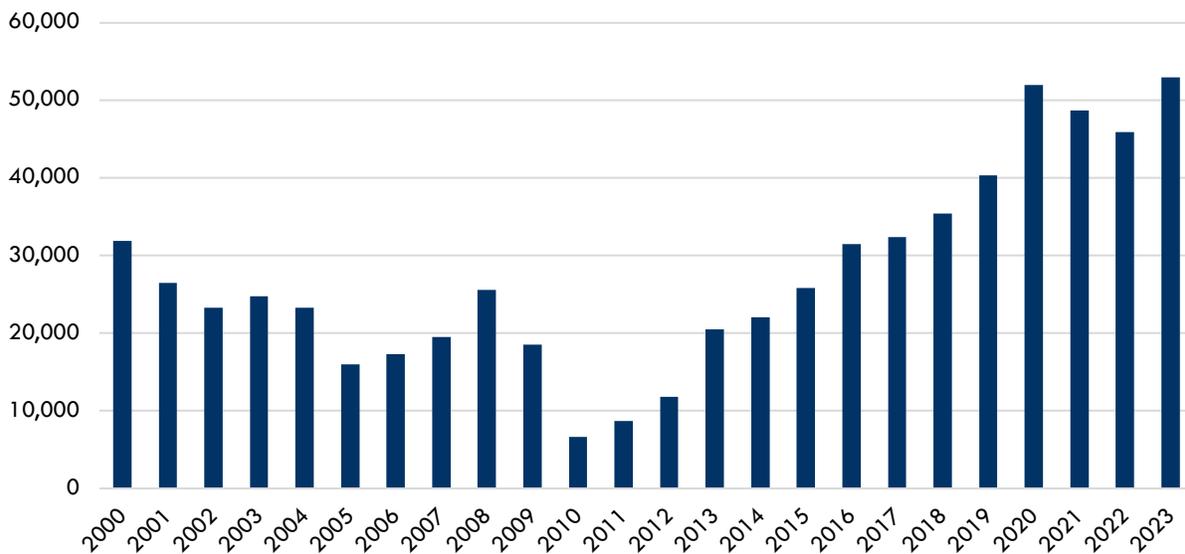
**Table 2. New Single Family Homes Built, Top Ten Counties, 2023**

County	Single Family Homes Built
Lee County	10,702
Polk County	9,380
Pasco County	8,071
Lake County	7,783
Manatee County	6,511
Osceola County	6,279
Marion County	6,245
Hillsborough County	6,150
St. Johns County	5,565
Sarasota County	5,362

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for single family construction in all counties.

Multifamily production continued at the strong pace that began in 2020. In 2023, Florida added 354 multifamily developments with 10 or more units, for a total of 50,547 new apartments, and 1,199 smaller multifamily developments (2,467 units).

**Figure 2. Multifamily Units by Year Built, Florida, 2000-2023**



Source: Florida Department of Revenue, Name-Address-Legal File. Unit totals may be undercounts due to missing or incomplete data for a small number of counties.

Multifamily development was concentrated in Florida’s large urban counties and in other fast-growing counties including Polk, Lee, Manatee, and St. Johns.

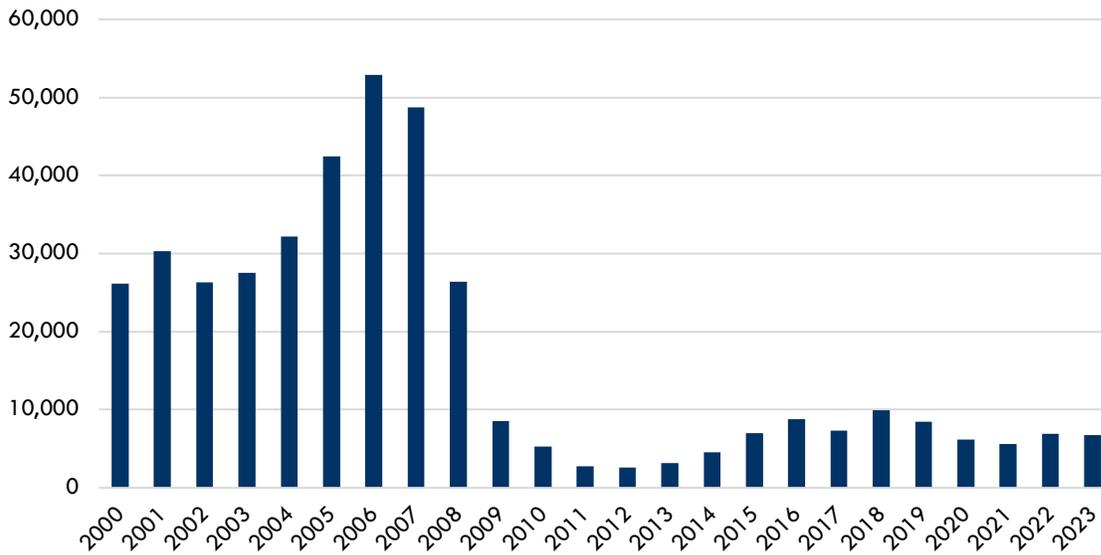
**Table 3. New Multifamily Units Built, Top Ten Counties, 2023**

County	Multifamily Units Built
Orange County	8,346
Miami-Dade County	6,814
Broward County	4,722
Hillsborough County	3,047
Polk County	2,811
Lee County	2,784
Duval County	2,735
Palm Beach County	2,552
Manatee County	1,861
St. Johns County	1,609

Source: Florida Department of Revenue, Name-Address-Legal File.

In contrast, condominium construction continued to be modest. The state added 6,791 newly built condominiums in 2023, a third of which were located in Miami-Dade County. This level of production was consistent with construction levels in recent years but far below the 2005-2007 peak, when the state was building 40,000-50,000 condominium units per year.

**Figure 3. Condominiums by Year Built, Florida, 2000-2023**



Source: Florida Department of Revenue, Name-Address-Legal File

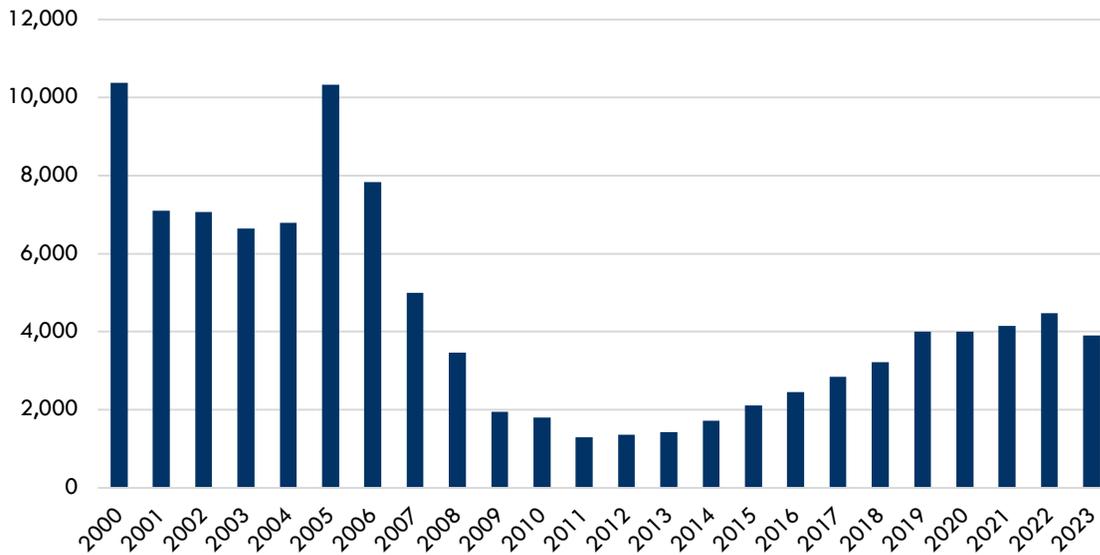
**Table 4. New Condominium Units Built, Top Ten Counties, 2023**

County	Condominium Units Built
Miami-Dade County	2,437
Collier County	776
Lee County	625
Charlotte County	565
Pinellas County	396
Palm Beach County	357
Sarasota County	325
Osceola County	172
Broward County	152
Brevard County (tie)	122
Hillsborough County (tie)	122

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for condominium construction in all counties.

Mobile home production slowed slightly in 2023. The state added 3,911 mobile homes on individual parcels in 2023. Again, this does not include homes in mobile home parks.

**Figure 4. Mobile Homes by Year Added, Florida, 2000-2023**



Source: Florida Department of Revenue, Name-Address-Legal File. Includes mobile homes on individual parcels. Does not include units in mobile home parks.

New mobile homes made a small contribution to the fast growing housing stock in Lee, Marion, Pasco, and Polk Counties, as well as several rural counties.

**Table 5. New Mobile Homes Added, Top Ten Counties, 2023**

<b>County</b>	<b>Mobile Homes Built</b>
Lee County	224
Marion County	213
Pasco County	173
Levy County	167
Bay County	165
Walton County	160
Putnam County	159
Citrus County	148
Polk County	137
Suwannee County	126

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for mobile homes added in all counties.

## **ASSISTED HOUSING INVENTORY**

Assisted housing helps close the affordable housing gap for Florida's renters. Assisted housing refers to rental housing developments that receive public subsidies in exchange for limits on tenant incomes and rents. Florida's assisted housing stock consists of 3,078 developments with 315,504 affordable rental homes. Of these, 2,848 developments with 290,836 assisted (income and rent limited) units are in operation. An additional 230 properties with 24,668 assisted units are funded and in the development pipeline.

The assisted housing inventory is made up of public housing units and a much larger supply of privately owned rental developments funded by Florida Housing Finance Corporation (Florida Housing), U.S. Department of Housing and Urban Development's multifamily office (HUD), U.S. Department of Agriculture's Rural Development programs (USDA RD), and local housing finance authorities (LHFAs).

In 2023 and 2024, Florida added 88 assisted rental developments with 9,157 affordable units to the development pipeline. Table 6 shows the characteristics of the new and forthcoming affordable housing developments.

Thirty-eight percent of units are located in developments reserving some or all units for elders, homeless individuals and families, persons with disabilities, or farmworkers. Most units (81 percent) are one or two bedroom apartments. Sixty-two percent of units are targeted toward households at 60 percent of area median income (AMI), and an additional 20 percent have income targets of 50 percent AMI or lower.

**Table 6. Characteristics of New Assisted Housing Developments, Florida, 2023-2024**

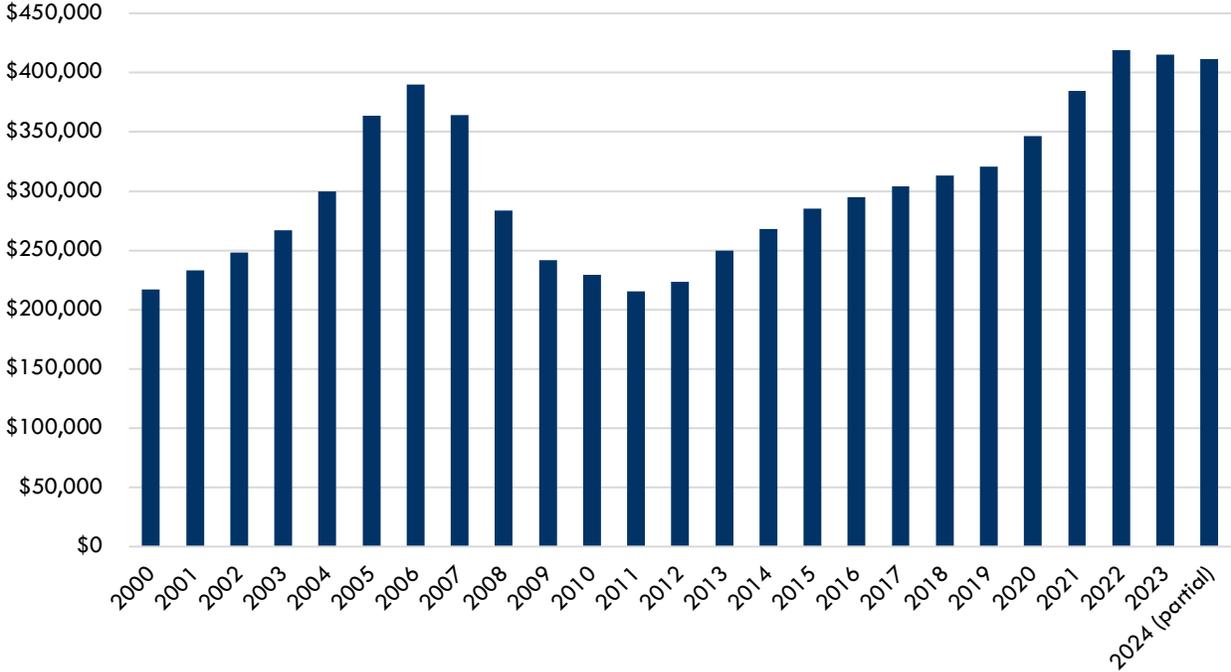
		Developments	Units	% of Units
<b>Total Developments 2023-2024</b>		<b>88</b>	<b>9,157</b>	<b>-</b>
County Size	Large	54	6,420	70%
	Medium	29	2,538	26%
	Small	5	199	4%
Target Population	Family	44	4,906	54%
	Elderly	27	2,822	31%
	Family; Link	8	764	8%
	Elderly; Family; Link	2	220	2%
	Homeless	2	145	2%
	Elderly; Family	1	144	2%
	Family; Homeless; Link; Persons with Disabilities	1	72	1%
	Homeless; Persons with Disabilities	1	50	1%
	Persons with Disabilities	1	22	0.2%
	not avail.	1	12	0.1%
Bedroom Count	0 BR	-	440	5%
	1 BR	-	4,160	45%
	2 BR	-	3,281	36%
	3 BR	-	887	10%
	4 or more BR	-	92	1%
	Not Avail.	-	297	3%
Income & Rent Limits	<=35% AMI	-	1,017	11%
	40-50% AMI	-	827	9%
	55-60% AMI	-	5,632	62%
	65-80% AMI	-	1,669	18%
	Not Avail.	-	12	0.1%

Source: Shimberg Center for Housing Studies, Assisted Housing Inventory. "Link" in Target Population refers to Florida Housing Finance Corporation's Link program, under which developers provide a portion of housing units to special needs households referred by community-based supportive service providers. Percentages may not total exactly 100% due to rounding.

# HOME SALES

Median home prices in Florida held steady during 2022-2024, following rapid growth in the prior two years. The statewide median single family home price reached \$411,600 in the first half of 2024. Adjusted for inflation, median prices in the past three years are well above the previous peaks in the mid-2000s.

**Figure 5. Median Single Family Home Sale Price (2024 \$), Florida, 2000-2024**



Source: Florida Department of Revenue, Sales Data File. Median prices converted to 2024 dollars using the Consumer Price Index to adjust for inflation.

Median home prices in the first half of 2024 ranged from the upper \$100,000s in rural North Florida counties to over \$750,000 in coastal counties with strong luxury and second home markets.

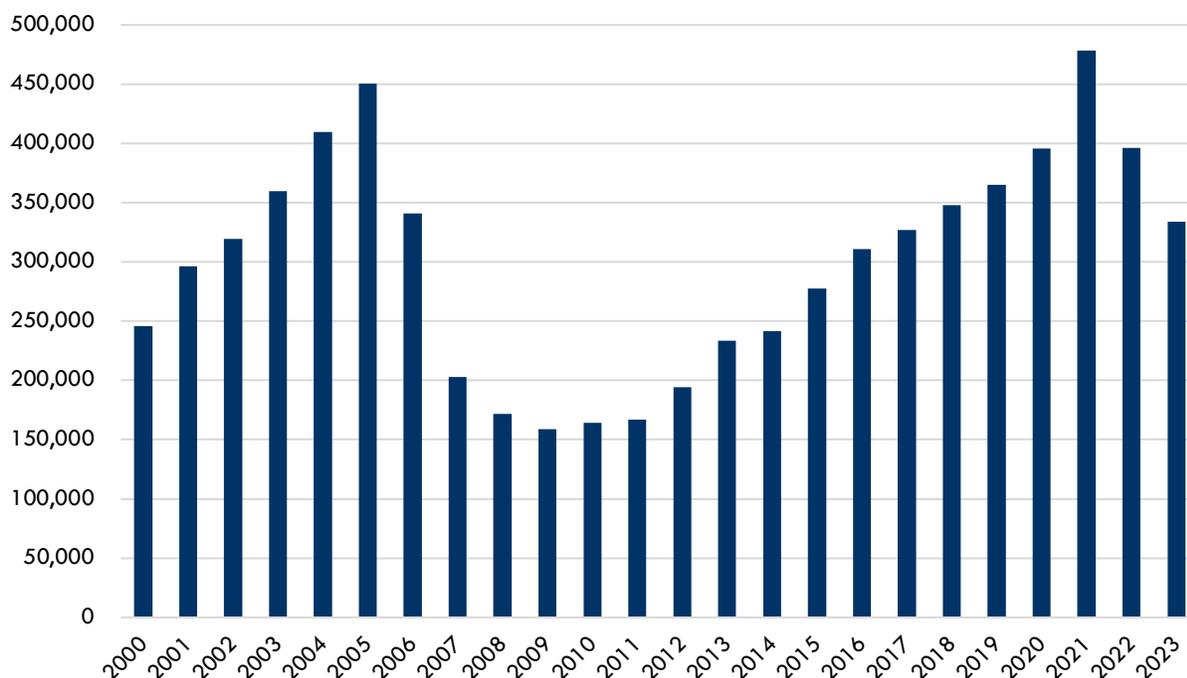
**Figure 6. Florida Counties by Median Single Family Home Price, Q1-2 2024**

<b><u>\$150,000-199,999</u></b>	<b><u>\$200,000-249,999</u></b>	<b><u>\$250,000-299,999</u></b>	<b><u>\$300,000-349,999</u></b>
Holmes	Bradford	Baker	Alachua
Jackson	Calhoun	Citrus	Clay
Taylor	Dixie	Columbia	Duval
	Gadsden	DeSoto	Hendry
	Hamilton	Escambia	Hernando
	Hardee	Gilchrist	Leon
	Liberty	Glades	Okaloosa
	Madison	Highlands	Pasco
	Putnam	Jefferson	Polk
	Washington	Lafayette	Union
		Levy	Volusia
		Marion	
		Okeechobee	
		Suwannee	
		Wakulla	
<b><u>\$350,000-399,999</u></b>	<b><u>\$400,000-499,999</u></b>	<b><u>\$500,000-749,999</u></b>	<b><u>\$750,000-1,000,000+</u></b>
Bay	Gulf	Broward	Collier
Brevard	Hillsborough	Franklin	Monroe
Charlotte	Indian River	Manatee	Walton
Flagler	Lee	Martin	
Lake	Nassau	Miami-Dade	
Osceola	Orange	Palm Beach	
Santa Rosa	Pinellas	St. Johns	
St. Lucie	Sarasota		
Sumter	Seminole		

Source: Florida Department of Revenue, Sales Data File

Single family sales volume continued to drop from its 2021 peak. Statewide, there were 333,655 single family sales in 2023, the last full year for which data is available.

**Figure 7. Number of Single Family Home Sales, Florida, 2000-2023**



Source: Florida Department of Revenue, Sales Data File

Home sales volume was higher in counties with significant new single family construction activity, including Hillsborough, Lee, Polk and Pasco Counties. Sales volume was also higher in the populous Southeast Florida counties and Orange County. Nevertheless, on average 2023 sales were down by 16 percent over 2022 in the top ten counties.

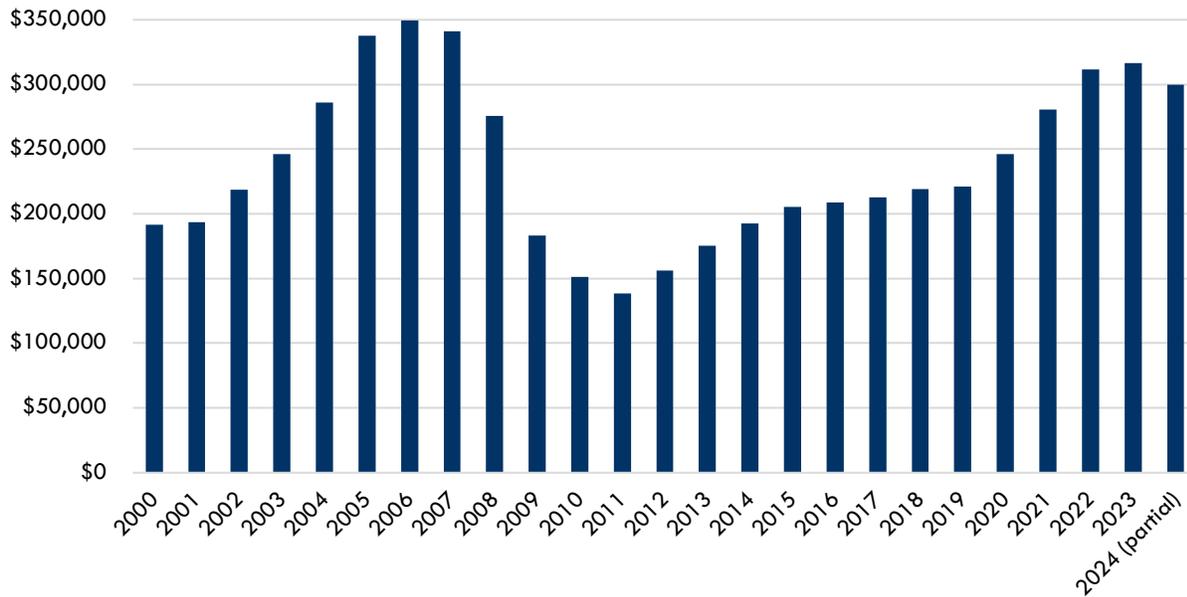
**Table 7. Number of Single Family Home Sales, Top Ten Counties, 2023**

County	Single Family Sales
Hillsborough	20,732
Lee	18,487
Polk	17,650
Broward	17,252
Orange	16,702
Pasco	15,623
Duval	15,323
Palm Beach	14,925
Brevard	12,512
Miami-Dade	12,345

Source: Florida Department of Revenue, Sales Data File. See Appendix 3 for sales in all counties.

Condominium sale prices held fairly steady following a rise in 2021-2022. The statewide median condominium price in the first half of 2024 was \$300,000. Q1-2 2024 median condominium prices were far higher in smaller coastal counties with active luxury vacation and second home markets, including Monroe (median condominium price \$730,000), Walton (\$665,000), and Nassau (\$635,000).

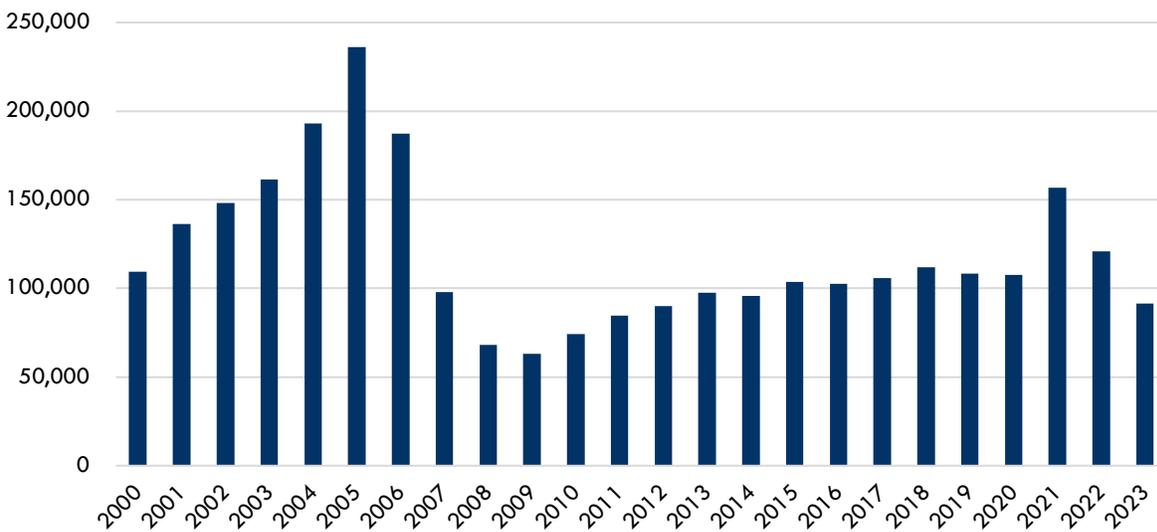
**Figure 8. Median Condominium Sale Price (2024 \$), Florida, 2000-2024**



Source: Florida Department of Revenue, Sales Data File. Median prices converted to 2024 dollars using the Consumer Price Index to adjust for inflation.

Condominium sales volume has held relatively steady around 100,000 sales per year in the past decade, with the exception of a spike above 150,000 in 2021. Statewide, there were 91,439 condominium sales in 2023, a slight drop from the pre-2021 norm and a significant decline from the 2021 peak.

**Figure 9. Number of Condominium Sales, Florida, 2000-2023**



Source: Florida Department of Revenue, Sales Data File

Overall, condominium sales were concentrated in larger coastal counties and Orange County. Nearly half of the state’s sales in 2023 took place in the three Southeast Florida counties: Miami-Dade (19,117), Broward (13,794), and Palm Beach (11,019). As Figure 9 shows, condominium sales have been declining; sales in the ten most active counties fell by 25 percent in 2023 compared to 2022.

**Table 8. Number of Condominium Sales, Top Ten Counties, 2023**

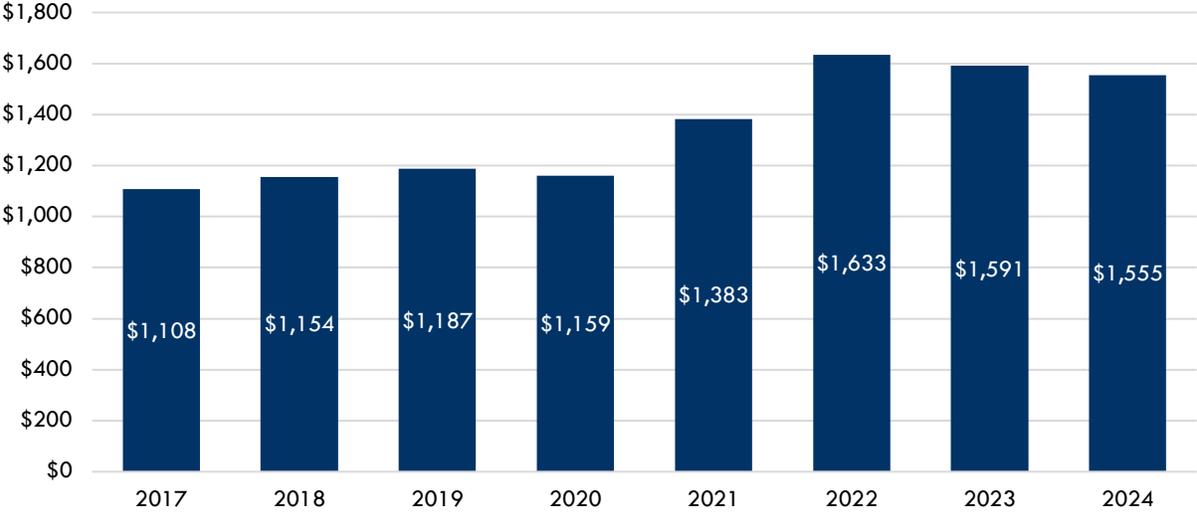
County	Condominium Sales
Miami-Dade	19,117
Broward	13,794
Palm Beach	11,019
Pinellas	6,329
Collier	5,184
Lee	4,258
Sarasota	3,204
Orange	3,081
Hillsborough	2,484
Manatee	2,235

Source: Florida Department of Revenue, Sales Data File. See Appendix 3 for sales in all counties.

**RENTAL MARKETS**

Florida rents increased steeply between 2020 and 2022, then stabilized close to these higher levels in 2023-2024. Apartment List estimates that median gross rents for housing seekers in Florida increased 41 percent over the two year period between July 2020 and July 2022. Median rent for housing seekers was \$1,555 in July 2024, a five percent drop from the 2022 median of \$1,633 but still well above 2017-2020 levels.

**Figure 11. Apartment List Median Rent Estimates, Florida, 2017-2024**



Source: Apartment List, Rent Estimates, <https://www.apartmentlist.com/research/category/data-rent-estimates>. Estimate of median gross rent for new leases, including utilities. All rent figures refer to July estimates for a given year.

Apartment List provides median rent estimates for 26 of Florida’s 67 counties. Among these counties, Southeast and Southwest Florida counties topped the list for highest rents in July 2024.

**Table 9. Median Rent, Top Five Counties, July 2024**

County	Median Rent	Increase since July 2020
Miami-Dade County, FL	\$1,841	44%
Palm Beach County, FL	\$1,827	39%
Broward County, FL	\$1,794	38%
Collier County, FL	\$1,699	47%
Sarasota County, FL	\$1,642	31%

Source: Apartment List, Rent Estimates, <https://www.apartmentlist.com/research/category/data-rent-estimates>. Estimate of median gross rent for new leases, including utilities.

## AFFORDABLE HOUSING NEEDS: RENTERS AND SPECIAL POPULATIONS

The Center produces a triennial Rental Market Study for Florida Housing Finance Corporation assessing affordable rental housing needs by county and demographic group. The last study, published in 2022, estimated that there were 768,460 renter households in Florida who were low-income (with incomes below 60 percent of the area median income, or AMI) and cost burdened (paying more than 40 percent of income for housing).

Using the most recently available data, we estimate that there are now 883,863 low-income, cost burdened renters in Florida. Sixty-five percent of these households live in Florida's nine large counties (population 825,000 or more); 32 percent live in medium-sized counties (population 100,001-824,999); and three percent live in small counties (population 100,000 or less).

**Table 10. Low-Income ( $\leq 60\%$  AMI), Cost Burdened ( $>40\%$ ) Renter Households by County in Florida, 2024 Estimates**

	All Renter Households	Low-Income ( $\leq 60\%$ AMI), Cost Burdened ( $>40\%$ ) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
<b>Large</b>				
Broward	296,116	94,550	32%	11%
Duval	178,142	54,414	31%	6%
Hillsborough	231,166	67,465	29%	8%
Lee	97,615	28,416	29%	3%
Miami-Dade	482,612	130,628	27%	15%
Orange	238,714	69,808	29%	8%
Palm Beach	202,297	63,315	31%	7%
Pinellas	150,328	43,261	29%	5%
Polk	92,291	22,249	24%	3%
<b>Large Total</b>	<b>1,969,281</b>	<b>574,106</b>	<b>29%</b>	<b>65%</b>
<b>Medium</b>				
Alachua	30,863	11,854	38%	1%
Bay	25,043	6,384	25%	1%
Brevard	72,809	24,866	34%	3%
Charlotte	18,202	6,377	35%	1%
Citrus	13,469	3,942	29%	0.4%
Clay	22,719	6,083	27%	1%
Collier	43,670	14,208	33%	2%
Escambia	47,394	12,210	26%	1%
Flagler	11,962	4,434	37%	1%
Hernando	17,737	5,534	31%	1%
Highlands	11,074	2,816	25%	0.3%
Indian River	18,191	4,543	25%	1%
Lake	45,515	15,770	35%	2%
Leon	35,821	11,920	33%	1%
Manatee	54,366	15,156	28%	2%

	All Renter Households	Low-Income (<=60% AMI), Cost Burdened (>40%) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Marion	42,453	12,203	29%	1%
Martin	16,597	5,731	35%	1%
Nassau	7,633	1,769	23%	0.2%
Okaloosa	30,821	7,241	23%	1%
Osceola	55,722	19,071	34%	2%
Pasco	66,826	17,140	26%	2%
Santa Rosa	16,456	3,537	21%	0.4%
Sarasota	51,468	14,204	28%	2%
Seminole	68,019	19,089	28%	2%
St. Johns	24,760	6,646	27%	1%
St. Lucie	37,401	11,715	31%	1%
Sumter	10,104	3,599	36%	0.4%
Volusia	68,042	18,166	27%	2%
<b>Medium Total</b>	<b>965,137</b>	<b>286,208</b>	<b>30%</b>	<b>32%</b>
<b>Small</b>				
Baker	2,122	492	23%	0.1%
Bradford	2,423	611	25%	0.1%
Calhoun	1,056	254	24%	0.03%
Columbia	7,688	1,939	25%	0.2%
DeSoto	3,358	854	25%	0.1%
Dixie	1,304	329	25%	0.04%
Franklin	1,235	297	24%	0.03%
Gadsden	4,705	1,132	24%	0.1%
Gilchrist	1,081	273	25%	0.03%
Glades	875	268	31%	0.03%
Gulf	1,355	326	24%	0.04%
Hamilton	1,269	265	21%	0.03%
Hardee	2,491	633	25%	0.1%
Hendry	4,435	1,359	31%	0.2%
Holmes	1,757	302	17%	0.03%
Jackson	4,679	1,126	24%	0.1%
Jefferson	1,384	333	24%	0.04%
Lafayette	597	125	21%	0.01%
Levy	3,844	970	25%	0.1%
Liberty	598	144	24%	0.02%
Madison	1,836	384	21%	0.04%
Monroe	14,267	3,862	27%	0.4%
Okeechobee	3,975	1,218	31%	0.1%
Putnam	7,487	2,010	27%	0.2%
Suwannee	4,348	909	21%	0.1%

	All Renter Households	Low-Income ( $\leq 60\%$ AMI), Cost Burdened ( $>40\%$ ) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Taylor	2,009	420	21%	0.05%
Union	1,343	339	25%	0.04%
Wakulla	2,566	617	24%	0.1%
Walton	8,154	1,400	17%	0.2%
Washington	2,083	358	17%	0.04%
<b>Small Total</b>	<b>96,324</b>	<b>23,549</b>	<b>24%</b>	<b>3%</b>
<b>State Total</b>	<b>3,030,742</b>	<b>883,863</b>	<b>29%</b>	<b>100%</b>

Source: Shimberg Center analysis of U.S. Census Bureau, 2023 American Community Survey; University of Florida Bureau of Economic and Business Research, 2024 Population Projections. Student-headed, non-family households are excluded.

### Elderly Households

Statewide, over 346,000 low-income, cost burdened renter households are headed by someone age 55 or older, including nearly 105,000 households age 75+ households. In Pasco/Pinellas Counties and a Southwest region stretching from Sarasota County to Collier County, older households make up half of the cost-burdened renters.

**Table 11. Low-Income ( $\leq 60\%$  AMI), Cost Burdened ( $>40\%$ ) Renter Households by Age of Householder and Region, Florida, 2024**

Planning and Service Area	Age of Householder				Total	% Age 55 or Older
	15-54	55-74	75-84	85 or Older		
1) Escambia, Okaloosa, Santa Rosa	15,521	4,869	1,564	1,182	23,136	33%
2) Bay, Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Holmes, Leon, Liberty, Wakulla, Walton, Washington	17,400	5,809	1,256	(X)	24,465	29%
3) Alachua, Bradford, Citrus, Columbia, Dixie, Gilchrist, Hamilton, Hernando, Lafayette, Lake, Levy, Madison, Marion, Sumter, Suwannee, Taylor, Union	34,734	17,572	4,524	2,390	59,220	41%
4) Baker, Clay, Duval, Flagler, Nassau, Putnam, St. Johns, Volusia	58,021	25,460	6,848	3,728	94,057	38%
5) Pasco, Pinellas	32,437	18,518	6,980	2,593	60,528	46%
6) Desoto, Hardee, Hillsborough, Highlands (part), Manatee, Polk	66,629	29,872	6,661	3,078	106,240	37%
7) Brevard, Orange, Osceola, Seminole	94,116	28,087	6,313	3,486	132,002	29%
8) Charlotte, Collier, Glades, Hendry, Highlands (part), Lee, Okeechobee, Sarasota	34,581	21,088	8,855	4,657	69,181	50%
9) Indian River, Martin, Palm Beach, St. Lucie	48,145	24,739	6,412	6,084	85,380	44%
10) Broward	57,576	25,001	9,032	2,941	94,550	39%
11) Miami, Monroe	77,809	40,741	11,433	4,507	134,490	42%
<b>State Total</b>	<b>536,969</b>	<b>241,756</b>	<b>69,878</b>	<b>34,646</b>	<b>883,249</b>	<b>39%</b>

Source: Shimberg Center analysis of U.S. Census Bureau, 2023 American Community Survey; University of Florida Bureau of Economic and Business Research, 2024 Population Projections. Regions are modified from Florida Department of Elder Affairs Planning and Service Areas. Student-headed, non-family households are excluded. Totals may differ slightly from Table 10 due to rounding. (X) indicates value that is not statistically significant.

## Persons with Disabilities

Nearly one-third of the state’s cost burdened, low-income renter households include at least one person with a disability—an estimated 278,031 households in all. In most of these households, the individuals with disabilities are adults, particularly in age 55+ households. However, 32,222 of the cost burdened renter households include children with disabilities, including 8,970 that have at least one adult and one child with a disability.

**Table 12. Low-Income, Cost Burdened Renter Households with Persons with Disabilities, Florida, 2024**

Household Age & Disability Characteristics	Households
Householder Under Age 55, Adult(s) with a Disability in the Household	82,529
Householder Age 55 or Older, Adult(s) with a Disability in the Household	163,280
Child(ren) with a Disability in the Household	23,252
Child(ren) and Adult(s) with Disabilities in the Household	8,970
<b>Total</b>	<b>278,031</b>

Source: Shimberg Center analysis of U.S. Census Bureau, 2023 American Community Survey; University of Florida Bureau of Economic and Business Research, 2024 Population Projections. Student-headed, non-family households are excluded.

## Persons with Special Needs

Florida’s special needs housing programs serve a subset of persons with disabilities as well as other vulnerable individuals and families. Specifically, for the purpose of housing programs, Florida Statutes defines a person with special needs as:

*An adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. [409.1451\(5\)](#); a survivor of domestic violence as defined in s. [741.28](#); or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans’ disability benefits. (Section 420.0004 (13), Florida Statutes)*

Combining several data sources, we estimate that 103,335 households meet this definition, primarily low-income, cost burdened renters receiving disability-related benefits.

**Table 13. Estimates of Households with Persons with Special Needs, Florida, 2024**

Category	Definition	Estimate	Data Sources
Disability-related benefits	Low-income ( $\leq 60\%$ AMI), cost burdened ( $>40\%$ ) renter households with at least one household member who is: 1) age 18-64, with a disability, receiving Social Security; 2) age 18+, with a disability, receiving SSI; 3) age 18+ with a VA service-related disability rating of 10 percent or more	93,720	U.S. Census Bureau, 2023 American Community Survey Public Use Microdata Sample; 2024 BEBR population projections.
Survivors of domestic violence	Estimated number of households based on total number of persons using domestic violence emergency shelters	7,147	Florida Department of Children and Families, Domestic Violence Annual Report, 7/1/2022-6/30/2023. Based on 12,836 individuals receiving shelter and previous year's estimated average household size of 1.8 persons (total recipients divided by adult recipients).
Youth aging out of foster care	Estimate based on youth receiving Aftercare, Extended Foster Care, and Postsecondary Education Services	2,468	Estimated need for affordable housing (1,742 units) and supportive housing (625 units) from Florida Assessment of Housing for Special Needs and Homeless Populations 2021. <sup>1</sup>
<b>Total</b>			<b>103,335</b>

### Affordable and Available Rental Housing Supply

Another measure of the affordable rental housing gap is the affordable/available analysis, which compares the number of renter households at various income levels to the supply of units that are affordable and available to them.

An “affordable” unit is any market rate, subsidized, or public housing unit costing no more than 30 percent of income at the top of the income threshold expressed as a percentage of area median income (AMI), adjusted for unit size.<sup>2</sup> Many “affordable” units are effectively unavailable to low-income households because they are already occupied by higher income households. The affordable/available analysis accounts for this difference by removing units that are occupied by higher income households from unit counts. Specifically, an “affordable/available” unit at a particular income threshold is: 1) affordable at that income threshold and 2) either vacant or occupied by a household with an income at or below the threshold.

This analysis compares the statewide affordable/available housing supply to renter households for six income groups: 0-30, 0-40, 0-50, 0-60, 0-80, and 0-120 percent of AMI. Each category is inclusive of those that come before it. For example, all households and units in the 0-30 percent of AMI group also appear in all of the other groups.

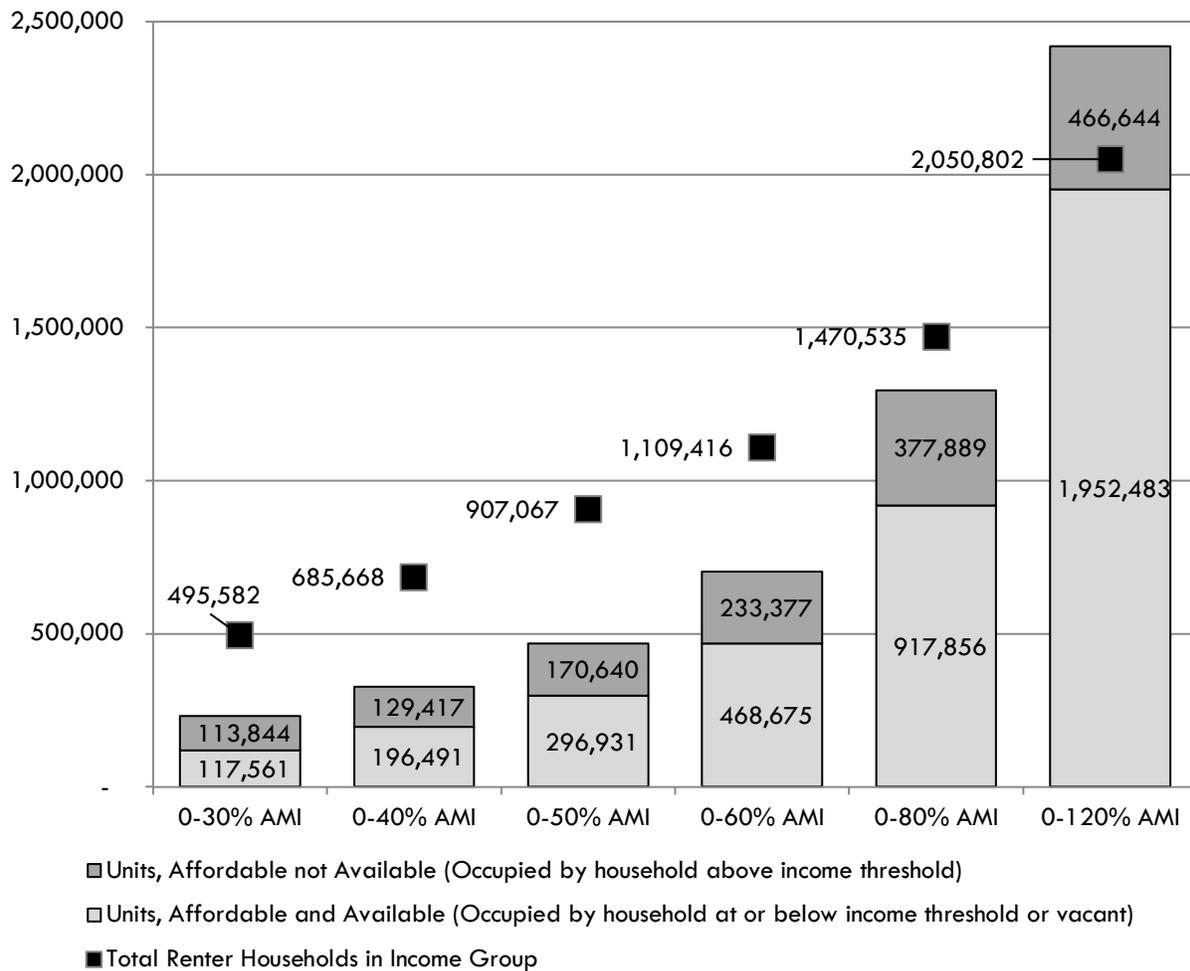
Figure 12 shows the distinction between affordable units and affordable/available units. All units in each column have rents that do not exceed 30 percent of income for a household at the top of the income group,

<sup>1</sup> Report available at [https://floridahousing.org/docs/default-source/programs/special-programs/special-needs-housing/florida-assessment-of-housing-for-homeless-and-special-needs-populations/needs-assessment-full-report.pdf?sfvrsn=b09bf67b\\_2](https://floridahousing.org/docs/default-source/programs/special-programs/special-needs-housing/florida-assessment-of-housing-for-homeless-and-special-needs-populations/needs-assessment-full-report.pdf?sfvrsn=b09bf67b_2).

<sup>2</sup> For more information about the affordable/available method and affordability thresholds, see the *2022 Rental Market Study* produced by the Shimberg Center for Florida Housing Finance Corporation, [http://shimberg.ufl.edu/publications/RMS\\_2022.pdf](http://shimberg.ufl.edu/publications/RMS_2022.pdf).

adjusted by unit size. However, the units in the darker shaded areas are occupied by households with incomes above the top threshold and therefore are not available to the households in that income category.

**Figure 12. Affordable Units, Affordable/Available Units, and Renter Households by Income, Florida, 2023**



Source: Shimberg Center tabulation of U.S. Census Bureau, 2023 American Community Survey. Student-headed, non-family households and substandard units are excluded.

Figure 12 shows that for the 0-30 through 0-80 percent of AMI levels, there are more renter households than affordable units, whether available or not. At the 0-120 percent of AMI level, there are sufficient affordable units, but the number of affordable and available units is slightly lower than the number of renter households, leaving a gap of 98,319 affordable and available units.

Individual regions in Florida show widely varying results when comparing households to affordable and available units, particularly at the 0-120 percent of AMI income level. Appendix 4 shows the surplus or deficit of affordable/available units at the regional level.

## **SHIMBERG CENTER ACTIVITIES**

### **Florida Housing Data Clearinghouse**

The Shimberg Center produces the [Florida Housing Data Clearinghouse](#) under contract with Florida Housing Finance Corporation. Since 2000, the Clearinghouse has provided a free online source of housing supply and demand data for the state, counties, and cities.

The Clearinghouse provides data on the following topics:

- Affordability: housing cost burden, homeownership rates, rents, affordable rental housing supply gaps, and vacancy and occupancy rates
- Supply: Type of housing (single family, mobile homes, condominiums, multifamily), housing age and size, home prices and assessed values, and licensed condominium developments and mobile home parks
- Demographics: population projections, household projections by tenure, age, income, and cost burden
- Workforce: Employment rates, wage and housing cost comparisons by industry and occupation
- Assisted Housing Inventory: supply of affordable rental housing funded by Florida Housing, HUD, USDA Rural Development, and local housing finance agencies
- Home lending: mortgage originations by purpose, race/ethnicity, and interest rates
- Special needs households: housing needs of persons with disabilities, Social Security recipients, homeless individuals and families, and farmworkers
- Housing stability and disaster response: eviction and foreclosure filings, FEMA housing assistance

The Center also provides county-level presentation materials to assist local government officials and others in communicating data from the Clearinghouse, with a particular focus on the link between local wages, area median income (AMI) levels, and housing costs. These materials are available on the Publications page of the [Shimberg Center's website](#).

### **Promoting Housing Stability and Affordability**

The Shimberg Center works with local organizations to promote long-term housing stability for Florida's homeowners and renters. The Center collects and shares monthly data on eviction and foreclosure filings in Florida communities. We participate in regional eviction prevention networks in the Orlando area and Miami-Dade County and provide summarized data on housing stability to researchers and legal services providers.

The Center is collaborating with Local Initiatives Support Corporation (LISC) Jacksonville in its Family Wealth Creation initiative, which seeks to preserve housing wealth in historically Black neighborhoods in Jacksonville. The Center is providing data on homeownership, home values, tax foreclosure sales, and potential heirs property sites to support LISC's efforts. The Center also is co-sponsoring an Heirs Property research center in collaboration with the Center for Governmental Responsibility in the UF Levin College of Law. The research center was launched in 2024 to develop legislative and regulatory solutions to heirs property loss.

The Center also is collaborating with Bright Community Trust and a number of community organizations on the Homeownership Equity Initiative, a program to make homeownership accessible for households in the four-county Orlando metropolitan area. The Center has provided data on homeownership disparities and the benefits of homeownership for families and communities.

## **Community Resilience and Disaster Response**

The Shimberg Center works closely with state agencies, local governments, and our peers at University of Florida and other Gulf Coast and national institutions to learn how Florida's vulnerable populations and housing stock can be kept safe from natural disasters.

This year, the Shimberg Center collaborated with a wide range of University of Florida engineering, environmental, planning, and health science faculty on the JaxTwin project, an initiative to develop a "Digital Twin" for Jacksonville. The project is designed to provide real-time insights and scenario planning tools to help city leaders address infrastructure, health, housing, economic, and environmental challenges. The project resulted in a suite of datasets to identify water quality systems, healthcare utilization hotspots, and coastal flood hazard impacts, as well as a set of virtual and augmented reality tools for built environment visualization.

The Center is working with the University of Nebraska and Texas A&M Agrilife Extension to examine the disaster impact of windstorms on farms and agricultural areas and provide guidance to affected businesses and residents. In Florida, work has included surveying and interviewing farmers in the Suwanee Valley about wind damage to homes and businesses from Hurricanes Idalia, Debby, and Helene. Separately, Shimberg Center researchers are studying residential property ownership changes following hurricanes, starting with the effects of Hurricane Michael on ownership patterns in Bay County.

The Shimberg Center, University of Central Florida, the Horne consulting firm, and Florida Housing Coalition continued a HUD-funded project to evaluate the effectiveness of the Community Development Block Grant – Disaster Recovery (CDBG-DR) program in addressing post-disaster recovery needs of renter households. Project objectives are to (1) better understand CDBG-DR allocations for renters, (2) identify successful processes with corresponding outcomes for rental housing recovery aid programs, (3) engage with and link disaster recovery strategies and programs to actual and desired outcomes among renters from their lived experiences, and (4) translate this research into actionable programmatic recommendations with appropriate timelines, policy making and implementation changes. This year, the Shimberg Center interviewed renters affected by disasters and documented their experiences with CDBG-DR and other recovery programs.

The Center and Florida Sea Grant are launching "Connecting resilient communities and economies: Characterizing the link between water-dependent businesses and affordable housing." This research will lead to a better understanding of housing types for workers in water-dependent industries, housing and business needs of communities with water-dependent economies in Florida, and how changes in the availability and distribution of affordable workforce housing affect the recovery of water-dependent industries after disasters.

## **Technical Assistance, Presentations, and Publications**

Under the Florida Housing Data Clearinghouse contract, the Shimberg Center provides extensive pro bono technical assistance to state and local agencies, the housing industry, non-profit organizations, and the public in the assessment of affordable housing needs. Examples of technical assistance during 2024 included providing mortgage lending data to the Office of Economic Vitality in Tallahassee, providing affordable housing needs data to the Community Foundation of Sarasota for a four-county area as background information for a new housing dashboard, assisting the American Red Cross with integrating housing needs data into post-disaster training, providing data to the Florida Supportive Housing Coalition to assist in planning to address elder homelessness, and providing data on children's homelessness to the Housing First for Children collaborative in Alachua County.

The Shimberg Center team made a number of public presentations in Florida and nationally in 2024:

- National Human Services Data Consortium, Kansas City
- JUST Pensacola Summit on Affordable Housing, Pensacola

- Community Legal Services of Mid-Florida training, Orlando
- Florida Association of Counties, Orlando
- National Low Income Housing Coalition Disaster Recovery Convenings, Washington DC
- Florida Sea Grant Symposium, Gainesville
- Rinker School of Construction Management Advanced Modular Housing Design Convening, Gainesville
- Florida Housing Coalition Statewide Housing Conference, Orlando
- Alachua County Affordable Housing Advisory Committee, Gainesville
- BOLD Justice, Broward County

Shimberg Center faculty and staff also co-authored the following peer-reviewed articles published in 2024:

- Enderami, S. A., Sutley, E., Helgeson, J., Dueñas-Osorio, L., Watson, M., & van de Lindt, J. W. (2024). Measuring post-disaster accessibility to essential goods and services: proximity, availability, adequacy, and acceptability dimensions. *Journal of Infrastructure Preservation and Resilience*, 5(1), 12.
- Yeganeh, N., Kang, S., Ray, A., Watson, M., & Denton, B. (2024). Filling the blindspots: Assessing distributive equity in fund allocation of Florida's local housing program for disaster recovery. *International Journal of Disaster Risk Reduction*, 111, 104708.
- Safayet, M., Connors, J. P. C., & Watson, M. (2024). Measuring access to food banks and food pantries: A scoping review of spatial analysis approaches. *Health & Place*, 88, 103251.
- Rosenheim, N. P., Watson, M., Casellas Connors, J., Safayet, M., & Peacock, W. G. (2024). Food Access After Disasters: A Multidimensional View of Restoration After Hurricane Harvey. *Journal of the American Planning Association*, 1-19.
- Watson, M., Xiao, Y., & Helgeson, J. (2024). Using disaster surveys to model business interruption. *Natural Hazards Review*, 25(1), 05023013.

### **Teaching and Graduate Education**

Shimberg Center faculty offered courses in housing, sustainability, and the built environment in conjunction with the College of Design, Construction, and Planning:

- Construction Management 6583, Sustainable Housing: graduate course examining sustainability concepts, urban development, residential structures and systems, green building standards, and housing economics
- UF Quest 2935, Foundations, Principles and Applications of Sustainable Development: undergraduate interdisciplinary course covering sustainability concepts, environmental ethics, resilience, energy, water resources, and the built environment
- Construction Finance 5905: graduate course introducing students to financial management principles and analysis

In addition, the Shimberg Center provides professional and academic experience by employing master's and PhD students from the College of Design, Construction, and Planning as research assistants. This year, graduate students from the Shimberg Center fielded a team for Hack-A-House 2024, a 24-hour hackathon for students sponsored by Ivory Innovations. The Shimberg team developed a proposal to encourage accessory dwelling units as an affordable housing strategy, including a case study for Orlando.

## APPENDIX 1. COUNTY HOUSING SUPPLY, 2024

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Alachua	64,515	72%	7,202	23%	5,624	62%	1,608	5%	5,187	375	26,702
Baker	5,066	76%	0	0%	2,468	67%	55	0%	127	5	115
Bay	62,847	59%	19,675	9%	8,580	48%	2,028	17%	5,588	132	12,726
Bradford	5,985	73%	21	62%	2,684	63%	26	23%	61	14	(X)
Brevard	207,160	72%	35,913	38%	11,289	54%	3,001	22%	8,010	288	29,215
Broward	390,140	77%	253,080	42%	4,143	45%	16,446	15%	48,790	1,646	127,708
Calhoun	2,616	70%	0	0%	1,173	67%	14	14%	40	1	(X)
Charlotte	84,778	65%	14,993	35%	5,072	42%	1,601	14%	3,705	88	3,097
Citrus	59,566	74%	1,622	37%	15,741	55%	567	10%	1,620	44	1,403
Clay	67,079	75%	2,398	37%	9,549	62%	290	7%	1,017	56	7,249
Collier	107,914	66%	101,380	32%	3,494	36%	1,949	16%	6,112	127	15,403
Columbia	13,773	71%	48	44%	7,851	65%	228	6%	(X)	39	(X)
DeSoto	6,094	66%	605	46%	2,712	47%	259	13%	770	33	1,011
Dixie	2,903	59%	159	9%	3,808	60%	5	20%	(X)	1	(X)
Duval	287,812	67%	27,534	39%	9,342	48%	5,141	14%	15,544	713	104,317
Escambia	104,902	66%	10,440	15%	4,871	44%	4,544	30%	10,755	210	18,868
Flagler	50,353	74%	4,437	38%	1,701	63%	1,518	13%	(X)	20	511
Franklin	6,838	39%	455	8%	1,321	52%	7	0%	(X)	1	(X)
Gadsden	11,397	66%	0	0%	3,732	57%	162	28%	359	18	310
Gilchrist	2,949	77%	0	0%	2,958	68%	26	38%	65	2	61
Glades	1,926	60%	258	29%	2,229	50%	146	42%	323	3	70
Gulf	7,184	44%	288	1%	1,691	48%	21	5%	63	5	239
Hamilton	2,018	64%	0	0%	1,528	71%	168	61%	334	9	(X)
Hardee	4,345	67%	0	0%	1,698	46%	197	30%	522	18	742
Hendry	7,956	66%	317	20%	4,543	54%	356	28%	897	17	419
Hernando	69,674	71%	633	48%	12,078	57%	492	8%	1,259	67	4,206

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Highlands	34,761	66%	1,345	38%	5,356	42%	824	11%	2,065	59	1,655
Hillsborough	383,354	74%	40,245	41%	13,617	54%	4,625	8%	12,829	893	136,466
Holmes	3,493	68%	0	0%	1,406	61%	15	27%	35	7	(X)
Indian River	58,386	73%	15,043	39%	1,093	44%	744	10%	2,038	55	3,741
Jackson	10,391	67%	0	0%	3,137	65%	56	11%	217	62	253
Jefferson	2,908	72%	0	0%	1,310	64%	51	27%	180	17	241
Lafayette	1,032	68%	0	0%	843	58%	8	13%	(X)	1	(X)
Lake	127,454	73%	3,626	49%	16,315	60%	1,344	8%	3,547	177	15,812
Lee	258,226	65%	84,717	35%	14,455	38%	10,777	20%	24,347	301	35,410
Leon	74,008	71%	5,023	17%	6,777	54%	2,322	7%	6,544	369	33,716
Levy	8,224	73%	238	13%	9,693	63%	67	9%	207	12	423
Liberty	1,398	65%	0	0%	821	47%	59	71%	122	5	(X)
Madison	3,255	60%	0	0%	1,775	66%	165	56%	392	10	395
Manatee	123,271	69%	35,484	40%	4,684	38%	4,436	18%	10,019	201	24,150
Marion	130,947	70%	2,504	38%	24,411	53%	3,675	38%	9,132	107	8,659
Martin	50,478	77%	15,003	45%	2,936	52%	1,078	14%	2,788	70	5,912
Miami-Dade	384,027	77%	384,248	37%	301	17%	31,580	26%	85,109	3,619	199,484
Monroe	29,642	43%	6,975	18%	4,685	25%	1,756	25%	4,536	46	3,098
Nassau	31,471	74%	4,092	23%	6,299	65%	366	27%	879	28	2,250
Okaloosa	70,612	61%	13,590	11%	3,353	46%	759	6%	(X)	182	(X)
Okeechobee	7,592	70%	235	23%	5,897	48%	347	31%	898	10	367
Orange	340,145	69%	51,890	26%	6,261	52%	4,029	11%	10,030	1,144	167,367
Osceola	129,938	59%	13,802	16%	5,440	54%	1,053	9%	2,709	938	26,903
Palm Beach	380,717	73%	186,031	41%	3,677	32%	10,216	17%	28,539	856	78,341
Pasco	190,800	72%	11,846	44%	29,495	51%	3,131	38%	(X)	239	19,301
Pinellas	253,007	76%	104,150	47%	17,032	46%	12,466	29%	32,333	876	71,859
Polk	219,870	65%	8,509	32%	31,735	50%	6,687	18%	17,304	301	28,317
Putnam	17,321	66%	197	29%	15,555	54%	151	15%	381	30	1,287

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Santa Rosa	65,728	74%	1,755	18%	6,521	49%	672	7%	1,731	63	3,164
Sarasota	160,657	68%	53,113	39%	11,570	39%	4,752	37%	11,038	194	18,235
Seminole	133,265	75%	15,077	35%	1,711	55%	1,148	12%	2,633	214	(X)
St. Johns	104,621	76%	14,583	37%	5,484	61%	1,624	44%	(X)	59	7,907
St. Lucie	121,797	75%	14,606	39%	4,549	51%	1,493	9%	3,403	87	6,651
Sumter	70,453	72%	514	62%	6,440	52%	119	9%	374	26	3,234
Suwannee	6,406	68%	0	0%	6,934	64%	62	5%	200	8	(X)
Taylor	5,525	58%	76	1%	3,236	54%	21	14%	65	11	344
Union	1,445	80%	18	11%	1,232	70%	1	0%	(X)	15	(X)
Volusia	188,238	71%	28,396	30%	7,387	57%	2,639	15%	7,284	311	26,838
Wakulla	9,594	74%	336	36%	3,424	61%	31	3%	(X)	4	174
Walton	38,243	43%	10,817	6%	5,466	43%	643	42%	1,544	39	1,599
Washington	5,219	67%	0	0%	2,690	56%	21	0%	(X)	0	0
<b>Florida Total</b>	<b>5,875,709</b>	<b>71%</b>	<b>1,609,542</b>	<b>37%</b>	<b>436,883</b>	<b>52%</b>	<b>156,868</b>	<b>21%</b>	<b>408,210</b>	<b>15,578</b>	<b>1,288,421</b>

Source: Florida Department of Revenue, Name-Address-Legal File. Includes all parcels by housing type regardless of year built. Homesteaded parcels are the owner's primary residence. Multifamily dwelling unit totals may be undercounts due to missing or incomplete data for a small number of counties. County-level dwelling unit counts are suppressed (marked with 'X') in counties where total dwelling units are less than 2 times the number of parcels for the multifamily 2-9 unit category and less than 10 times the number of parcels for the multifamily 10+ unit category

## APPENDIX 2. HOUSING PRODUCTION BY COUNTY AND HOUSING TYPE, 2023

County	Single Family	Condominium	Mobile Home	Multifamily 2-9 Unit	Multifamily 10+ Unit
Alachua	964	16	44	3	9
Baker	101	0	23	0	1
Bay	2,683	46	165	27	3
Bradford	67	0	40	0	0
Brevard	5,086	122	66	7	7
Broward	1,484	152	24	19	23
Calhoun	17	0	14	0	0
Charlotte	4,358	565	73	128	5
Citrus	1,465	3	148	20	0
Clay	1,747	0	93	0	2
Collier	3,618	776	24	6	6
Columbia	169	0	74	0	0
DeSoto	95	0	28	1	2
Dixie	15	0	36	0	0
Duval	4,736	9	73	39	18
Escambia	1,825	60	40	10	6
Flagler	2,633	0	23	143	2
Franklin	173	17	22	0	0
Gadsden	135	0	33	0	0
Gilchrist	102	0	38	0	0
Glades	112	0	23	0	0
Gulf	334	49	44	0	0
Hamilton	18	0	19	0	0
Hardee	47	0	17	2	1
Hendry	560	36	55	1	0
Hernando	1,504	1	104	8	1
Highlands	588	0	20	10	0
Hillsborough	6,150	122	52	13	15
Holmes	25	0	24	0	0
Indian River	993	107	7	3	4
Jackson	96	0	25	0	2
Jefferson	49	0	26	0	0
Lafayette	5	0	16	0	0
Lake	7,783	27	96	7	1
Lee	10,702	625	224	367	13
Leon	613	66	24	6	5
Levy	187	0	167	0	0
Liberty	14	0	14	0	0
Madison	35	0	22	1	0

County	Single Family	Condominium	Mobile Home	Multifamily 2-9 Unit	Multifamily 10+ Unit
Manatee	6,511	40	17	7	25
Marion	6,245	2	213	44	6
Martin	568	30	11	4	5
Miami-Dade	1,464	2,437	1	115	47
Monroe	342	51	7	3	1
Nassau	1,655	8	63	1	0
Okaloosa	1,243	38	76	7	6
Okeechobee	123	0	56	4	0
Orange	4,893	0	33	15	40
Osceola	6,279	172	29	8	13
Palm Beach	3,769	357	22	15	11
Pasco	8,071	0	173	4	13
Pinellas	957	396	41	80	7
Polk	9,380	6	137	28	12
Putnam	164	0	159	0	0
Santa Rosa	1,622	0	117	8	3
Sarasota	5,362	325	114	12	4
Seminole	1,142	12	11	0	6
St. Johns	5,565	21	64	7	7
St. Lucie	4,441	35	13	1	9
Sumter	948	0	32	0	4
Suwannee	102	0	126	0	0
Taylor	42	0	34	0	0
Union	35	0	19	0	0
Volusia	4,165	6	47	12	7
Wakulla	346	56	33	0	0
Walton	1,867	0	160	3	2
Washington	128	0	43	0	0
<b>Florida Total</b>	<b>138,717</b>	<b>6,791</b>	<b>3,911</b>	<b>1,199</b>	<b>354</b>

Source: Florida Department of Revenue, Name-Address-Legal File. Includes parcels in the current parcel inventory with actual year built 2023. Multifamily 2-9 and 10+ counts refer to parcels, not individual dwelling units.

**APPENDIX 3. SALES VOLUME AND PRICES (2024 \$) BY COUNTY, 2023**

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Alachua	3,165	\$261,054	\$347,728	\$449,777	523	\$147,036	\$185,730	\$228,035	149	\$123,717	\$177,476	\$234,742
Baker	222	\$266,213	\$298,716	\$401,074	0	-	-	-	43	\$144,457	\$199,144	\$268,277
Bay	4,647	\$292,938	\$373,627	\$513,338	1,412	\$314,710	\$438,530	\$613,942	270	\$118,661	\$168,705	\$223,805
Bradford	177	\$180,571	\$257,959	\$335,346	4	\$214,106	\$229,532	\$301,760	82	\$89,357	\$152,196	\$227,932
Brevard	12,512	\$305,423	\$370,325	\$490,121	1,973	\$188,826	\$278,492	\$435,950	615	\$127,844	\$173,864	\$211,526
Broward	17,252	\$429,243	\$562,350	\$790,643	13,794	\$174,896	\$247,640	\$361,142	205	\$154,775	\$206,367	\$257,855
Calhoun	50	\$134,138	\$197,596	\$250,736	0	-	-	-	11	\$25,796	\$122,788	\$190,889
Charlotte	5,886	\$319,869	\$386,938	\$509,726	1,428	\$245,577	\$313,678	\$389,002	297	\$92,865	\$149,616	\$216,685
Citrus	3,626	\$232,163	\$285,457	\$381,779	109	\$165,094	\$191,921	\$283,755	641	\$98,024	\$152,712	\$208,431
Clay	4,031	\$299,232	\$361,142	\$429,759	158	\$156,839	\$204,303	\$247,640	406	\$108,343	\$185,730	\$242,481
Collier	6,435	\$546,976	\$722,284	\$1,196,928	5,184	\$355,983	\$495,281	\$823,920	109	\$206,367	\$257,959	\$319,766
Columbia	607	\$190,889	\$273,436	\$366,301	4	\$161,998	\$175,412	\$188,310	215	\$118,661	\$175,412	\$237,322
DeSoto	270	\$199,144	\$278,595	\$369,397	36	\$213,332	\$229,532	\$296,652	100	\$101,068	\$152,608	\$225,714
Dixie	112	\$114,018	\$174,380	\$276,016	13	\$214,622	\$288,914	\$386,938	118	\$74,292	\$120,725	\$185,730
Duval	15,323	\$237,322	\$318,837	\$423,052	1,648	\$175,412	\$227,004	\$296,652	287	\$87,706	\$144,457	\$216,685
Escambia	5,459	\$227,004	\$302,121	\$386,938	431	\$185,730	\$417,893	\$748,080	80	\$67,069	\$113,657	\$159,934
Flagler	3,947	\$326,060	\$378,890	\$478,874	313	\$273,436	\$425,116	\$660,374	82	\$170,253	\$232,163	\$267,245
Franklin	341	\$308,519	\$464,326	\$851,264	37	\$287,366	\$309,550	\$464,326	43	\$67,069	\$123,820	\$154,775
Gadsden	312	\$135,686	\$242,481	\$335,295	0	-	-	-	48	\$67,069	\$90,286	\$141,361
Gilchrist	151	\$232,163	\$294,073	\$376,620	0	-	-	-	131	\$103,183	\$180,571	\$247,640
Glades	79	\$230,615	\$308,519	\$374,969	11	\$30,955	\$63,974	\$134,138	79	\$113,502	\$175,412	\$222,876
Gulf	502	\$366,198	\$495,848	\$644,897	13	\$397,256	\$567,509	\$768,717	56	\$70,681	\$124,852	\$196,049
Hamilton	46	\$77,388	\$163,546	\$283,755	0	-	-	-	32	\$77,542	\$153,176	\$220,297
Hardee	123	\$155,807	\$255,895	\$319,869	0	-	-	-	40	\$82,805	\$123,820	\$162,256

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Hendry	592	\$263,273	\$302,895	\$361,091	34	\$198,628	\$234,742	\$252,696	101	\$134,138	\$204,303	\$268,277
Hernando	4,372	\$273,436	\$329,155	\$383,585	45	\$120,725	\$177,476	\$232,163	633	\$139,298	\$177,476	\$221,844
Highlands	1,659	\$196,049	\$255,895	\$331,219	110	\$128,979	\$158,851	\$204,303	262	\$76,356	\$108,343	\$144,457
Hillsborough	20,732	\$335,346	\$417,893	\$562,350	2,484	\$185,730	\$249,704	\$383,069	374	\$160,347	\$236,290	\$303,359
Holmes	199	\$113,502	\$165,094	\$224,940	0	-	-	-	45	\$30,955	\$72,228	\$139,298
Indian River	3,336	\$321,932	\$402,312	\$587,217	1,109	\$195,945	\$276,532	\$541,713	36	\$113,502	\$157,871	\$208,947
Jackson	315	\$123,820	\$180,468	\$268,277	0	-	-	-	63	\$82,547	\$139,194	\$185,730
Jefferson	129	\$195,533	\$301,812	\$412,734	0	-	-	-	21	\$82,547	\$154,775	\$211,526
Lafayette	27	\$108,343	\$190,889	\$295,621	0	-	-	-	15	\$77,388	\$139,298	\$204,303
Lake	5,283	\$299,129	\$371,460	\$477,533	263	\$144,457	\$212,558	\$288,398	700	\$128,979	\$185,730	\$232,163
Lee	18,487	\$341,527	\$417,415	\$603,623	4,258	\$257,959	\$345,665	\$464,326	815	\$103,183	\$154,775	\$219,265
Leon	3,137	\$221,844	\$314,710	\$439,458	413	\$102,152	\$165,094	\$224,940	174	\$59,950	\$95,703	\$149,616
Levy	415	\$201,208	\$288,914	\$371,460	23	\$147,552	\$255,379	\$376,620	374	\$91,833	\$147,604	\$206,264
Liberty	27	\$85,126	\$165,094	\$294,073	0	-	-	-	17	\$67,069	\$123,820	\$154,775
Madison	91	\$118,661	\$180,571	\$306,455	0	-	-	-	46	\$84,610	\$142,806	\$232,163
Manatee	11,011	\$407,575	\$505,496	\$696,488	2,235	\$229,583	\$335,346	\$500,440	237	\$103,183	\$159,934	\$215,138
Marion	11,178	\$252,696	\$300,264	\$376,516	237	\$119,693	\$134,138	\$154,775	964	\$82,547	\$143,425	\$200,176
Martin	2,617	\$412,734	\$572,668	\$846,104	911	\$206,367	\$268,277	\$397,256	139	\$155,704	\$206,367	\$249,704
Miami-Dade	12,345	\$495,281	\$619,101	\$846,104	19,117	\$302,328	\$438,530	\$650,056	1	\$247,640	\$247,640	\$247,640
Monroe	1,137	\$758,398	\$1,106,643	\$1,981,122	345	\$572,668	\$822,063	\$1,444,568	169	\$355,983	\$464,326	\$742,921
Nassau	2,540	\$369,190	\$446,268	\$619,359	237	\$433,371	\$644,897	\$856,423	193	\$163,030	\$223,908	\$273,436
Okaloosa	3,950	\$299,232	\$355,983	\$464,326	833	\$330,187	\$536,554	\$773,876	87	\$91,421	\$151,680	\$205,335
Okeechobee	371	\$206,367	\$278,595	\$361,142	22	\$123,820	\$134,138	\$148,584	302	\$109,271	\$165,094	\$232,163
Orange	16,702	\$368,159	\$470,878	\$638,499	3,081	\$165,094	\$216,685	\$278,595	264	\$128,928	\$180,571	\$248,672
Osceola	11,078	\$361,142	\$425,116	\$526,236	1,069	\$224,940	\$283,755	\$392,097	238	\$165,094	\$230,615	\$299,232
Palm Beach	14,925	\$505,599	\$681,011	\$1,029,771	11,019	\$183,667	\$273,436	\$423,052	116	\$140,845	\$167,931	\$207,915
Pasco	15,623	\$302,328	\$380,747	\$497,241	833	\$137,234	\$169,221	\$216,685	1,371	\$92,865	\$143,425	\$201,208

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Pinellas	10,223	\$350,824	\$454,007	\$644,897	6,329	\$197,596	\$273,436	\$452,975	841	\$118,661	\$154,775	\$195,945
Polk	17,650	\$299,129	\$343,395	\$404,479	634	\$134,138	\$165,094	\$235,258	1,493	\$113,502	\$157,871	\$211,526
Putnam	672	\$153,227	\$232,163	\$325,028	12	\$302,328	\$311,356	\$341,021	542	\$82,547	\$144,457	\$206,161
St. Johns	8,845	\$402,312	\$520,767	\$706,807	933	\$273,436	\$366,301	\$546,872	220	\$187,278	\$242,481	\$294,073
St. Lucie	8,694	\$357,531	\$412,940	\$496,828	909	\$201,208	\$312,130	\$500,440	188	\$162,772	\$229,532	\$282,207
Santa Rosa	3,988	\$299,232	\$366,301	\$453,904	113	\$319,869	\$505,599	\$773,876	176	\$103,183	\$156,839	\$201,208
Sarasota	9,963	\$394,780	\$521,076	\$742,818	3,204	\$298,922	\$397,256	\$758,398	581	\$114,534	\$159,934	\$211,526
Seminole	6,094	\$350,824	\$431,152	\$552,032	893	\$170,253	\$201,208	\$254,347	58	\$123,820	\$190,373	\$257,959
Sumter	5,000	\$321,932	\$400,352	\$514,885	30	\$131,043	\$215,395	\$242,481	227	\$98,024	\$146,521	\$188,826
Suwannee	209	\$171,285	\$251,768	\$330,187	0	-	-	-	231	\$108,343	\$154,775	\$225,972
Taylor	189	\$118,661	\$188,826	\$309,550	12	\$170,253	\$208,431	\$257,443	93	\$113,502	\$154,775	\$197,080
Union	30	\$188,619	\$255,327	\$322,448	0	-	-	-	23	\$72,228	\$146,624	\$231,131
Volusia	10,692	\$305,423	\$367,333	\$457,051	1,815	\$179,539	\$309,550	\$495,281	315	\$139,298	\$190,889	\$252,799
Wakulla	633	\$222,567	\$299,129	\$392,097	25	\$185,730	\$206,264	\$271,372	97	\$61,910	\$128,979	\$171,285
Walton	3,031	\$415,210	\$711,863	\$1,443,537	761	\$459,166	\$673,272	\$1,083,426	165	\$113,502	\$187,794	\$237,322
Washington	189	\$148,894	\$227,004	\$283,755	0	-	-	-	51	\$70,165	\$139,298	\$196,049
<b>Florida Total</b>	<b>333,655</b>	<b>\$323,893</b>	<b>\$415,107</b>	<b>\$591,241</b>	<b>91,439</b>	<b>\$211,526</b>	<b>\$316,773</b>	<b>\$505,599</b>	<b>17,197</b>	<b>\$108,343</b>	<b>\$165,094</b>	<b>\$227,004</b>

Source: Florida Department of Revenue, Sales Data File. Based on property sales that took place in 2023, the most recent full year with data available. Arms-length sales only. Prices adjusted to 2024 dollars using the Consumer Price Index.

**APPENDIX 4. SURPLUS/DEFICIT OF AFFORDABLE AND AVAILABLE RENTAL HOUSING UNITS BY INCOME (% AMI), MODIFIED METROPOLITAN STATISTICAL AREAS & HUD METRO FAIR MARKET RENT AREAS, 2023**

Modified Metropolitan Statistical Area (MSA)/HUD Metro Fair Market Rent Area (HMFA)	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
Cape Coral-Fort Myers, FL MSA	Lee	-10,362	-13,886	-18,311	-20,335	-17,333	-352
Crestview-Fort Walton Beach-Destin, FL HMFA	Okaloosa	-4,513	-4,421	-5,019	-5,559	-4,176	590
Deltona-Daytona Beach-Ormond Beach, FL HMFA	Volusia	-8,523	-10,609	-12,009	-13,251	-10,566	1,917
Fort Lauderdale, FL HMFA	Broward	-40,187	-50,266	-68,112	-82,200	-84,345	-37,884
Gainesville, FL HMFA (minus Gilchrist)	Alachua	-7,896	-7,791	-10,683	-5,440	-471	2,576
Homosassa Springs, FL MSA	Citrus	-1,975	-2,714	-3,578	-3,715	-2,425	-284
Jacksonville, FL HMFA/Baker County, FL HMFA (plus Putnam)	Baker, Clay, Duval, Nassau, Putnam, St. Johns	-33,555	-42,526	-48,760	-47,290	-22,307	8,210
Lakeland-Winter Haven, FL MSA	Polk	-10,600	-11,227	-14,412	-12,526	-11,681	-2,636
Miami-Miami Beach-Kendall, FL HMFA (plus Monroe)	Miami-Dade, Monroe	-58,509	-79,672	-100,810	-119,801	-143,805	-78,510
Naples-Immokalee-Marco Island, FL MSA	Collier	-5,489	-6,634	-8,554	-8,566	-7,432	-1,183
North Port-Sarasota-Bradenton, FL MSA	Manatee, Sarasota	-11,302	-14,560	-19,907	-20,916	-19,776	-2,801
Northeast Nonmetropolitan Area (plus Gilchrist and Levy)	Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Suwannee, Taylor, Union	-2,637	-3,212	-2,653	-2,483	-1,065	307
Northwest Nonmetropolitan Area (plus Gadsden, Jefferson, Wakulla, and Walton)	Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Wakulla, Walton, Washington	-4,103	-3,595	-3,143	-2,949	-1,493	-678
Ocala, FL MSA	Marion	-5,773	-6,917	-5,826	-7,590	-6,929	-221
Orlando-Kissimmee-Sanford, FL MSA	Lake, Orange, Osceola, Seminole	-50,796	-70,248	-91,670	-97,707	-85,074	5,274
Palm Bay-Melbourne-Titusville, FL MSA	Brevard	-8,232	-11,716	-14,116	-13,643	-3,756	6,913
Palm Coast, FL HMFA	Flagler	-1,127	-1,619	-2,638	-3,038	-2,133	-761
Panama City-Lynn Haven, FL MSA	Bay	-3,344	-4,370	-4,445	-2,381	-1,574	2,428
Pensacola-Ferry Pass-Brent, FL MSA	Escambia, Santa Rosa	-5,947	-6,918	-7,556	-5,957	-1,928	1,914
Port St. Lucie, FL MSA	Martin, St. Lucie	-5,581	-9,172	-11,708	-12,491	-10,136	-3,440

Modified Metropolitan Statistical Area (MSA)/HUD Metro Fair Market Rent Area (HMFA)	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
Punta Gorda, FL MSA	Charlotte	-1,951	-3,192	-3,481	-3,340	-1,997	-239
Sebastian-Vero Beach, FL MSA	Indian River	-2,128	-2,846	-2,562	-2,523	-1,109	-66
South Nonmetropolitan Area (minus Monroe, plus Highlands)	DeSoto, Glades, Hardee, Hendry, Highlands	-3,002	-4,161	-4,935	-3,848	-1,582	-677
Tallahassee, FL HMFA (minus Gadsden and Jefferson)	Leon	-6,761	-9,591	-10,489	-6,065	-584	2,738
Tampa-St. Petersburg-Clearwater, FL MSA	Hernando, Hillsborough, Pasco, Pinellas	-56,633	-71,137	-89,352	-91,197	-70,247	4,873
The Villages, FL MSA	Sumter	-1,497	-1,076	-1,920	-2,660	-1,056	537
West Palm Beach-Boca Raton, FL HMFA	Palm Beach	-25,598	-35,101	-43,487	-43,270	-37,699	-6,864
State of Florida Total		-378,021	-485,016	-610,136	-640,741	-552,679	-98,319

Source: Shimberg Center analysis of U.S. Census Bureau, 2023 American Community Survey. County groupings are based on HUD Metro Fair Market Rent Areas (HMFAs), modified to accommodate availability of county-level data in the American Community Survey Public Use Microdata Areas (PUMAs). See <https://www.huduser.gov/portal/datasets/il/il24/area-definitions-FY24.pdf> for HUD area definitions. In cases where cross-county PUMA boundaries do not allow separation, counties are shifted to another HMFA or non-metropolitan grouping, as noted in the first column. Jacksonville and Baker County HMFAs are combined for the same reason.

Values are the difference between renter households and affordable/available units at each income level. Negative value means that renter households outnumber affordable/available units. Student-headed, non-family households and substandard units are excluded.

**THE CITY OF WINTER GARDEN  
CITY COMMISSION AGENDA ITEM**

**From:** Jim Monahan P.E., City Engineer – Public Services

**Via:** Jon C Williams, City Manager

**Date:** December 30, 2024

**Meeting Date:** January 9, 2025

**Subject:** Request to Sign the Construction Contract for the Crest Avenue WWTP Upgrades for Guaranteed Maximum Price 1 & 2 (GMP-1 & GMP-2) to Wharton-Smith Inc.

**Issue:** The Wharton-Smith, Inc. CMAR Team evaluated numerous bid submittals for multiple construction categories to calculate the final cost of the WWTP project. To begin construction, The City of Winter Garden and Wharton Smith, Inc. need to enter a contract for the work. This contract defines each entities roles and responsibilities to complete the necessary construction upgrades.

**Recommended Action:**

Recommend signing the contract between the City of Winter Garden and Wharton Smith, Inc. for the total project cost of \$132,637,770.00 to begin the construction.

**Attachments/References:**

- Section 00500 (Agreement or Contract)
- Standard General Conditions of The Construction Contract Section 00700 Engineers Joint Contract Documents Committee (EJCDC).
- Section 00800 Supplementary Conditions

SECTION 00500

AGREEMENT

THIS AGREEMENT (“Agreement or Contract”) made and entered into this 9th day of January 2025, by and between the CITY OF WINTER GARDEN, a Florida municipal corporation, hereinafter called the “OWNER,” and Wharton – Smith, Inc. hereinafter called “CONTRACTOR;”

WITNESSETH:

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I - SCOPE OF WORK

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

**Wharton-Smith is pleased to submit the Guaranteed Maximum Price — GMP 2 for the Crest Avenue WWTF Expansion project. A comprehensive breakdown of material, equipment, subcontractor, and labor is provided in the supporting documentation following this Agreement. GMP-2 is valued at \$127,530,155.**

**The above total does not include GMP-1 value of \$5,107,615 for the procurement of the Membrane System Supplier. The total project value inclusive of GMP-1 and GMP-2 is \$132,637,770.**

All Work shall be properly constructed in accordance with the Drawings, Details and Specifications prepared by AtkinsRealis and the incorporated Contract Documents. The Work includes the furnishing, delivering, and installing of all materials, supplies, equipment and services, including labor, for the Project.

ARTICLE II - ENGINEER

The Engineer, AtkinsRealis, whose address is 482 South Keller Road, Orlando, Florida 32810, hereinafter referred to as ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III - CONTRACT TIME

3.1 The Work will be substantially completed within 1,375 days after the date when the Contract Time commences to run. The Contract Time will commence to run on the day indicated in the Notice to Proceed. The Notice to Proceed may be given at any time after the Effective Date of the Agreement. However, in no event will the Contract Time commence to run

later than the sixtieth (60th) day after the Effective Date of the Agreement. The Work shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 1,435 days after the date when the Contract Time commences to run.

3.2 Damages for Delay. OWNER and CONTRACTOR recognize that **TIME IS OF THE ESSENCE** in this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions.

3.2.1 Uniqueness of the Work. The OWNER and the CONTRACTOR expressly acknowledge the unique characteristics of the Work, which cause time to be of the essence in this contract.

3.2.2 Liquidated Damages. OWNER and CONTRACTOR recognize that **TIME IS OF THE ESSENCE** in this Agreement and that Owner will suffer financial loss if the work is not substantially complete in the time specified in Paragraph 3.1 above. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$1,000.00 (One Thousand Dollars) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete, and that the liquidated damages set forth herein bear a reasonable relationship to the estimated actual damages that the OWNER would suffer. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in CONTRACTOR's performance hereunder for matters other than delays in Substantial Completion. When OWNER reasonably believes that Substantial Completion will be inexcusably delayed, OWNER shall be entitled, but not required, to withhold from any amounts otherwise due to CONTRACTOR an amount then believed by OWNER to be adequate to recover liquidated damages applicable to such delays. If and when CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof, for which OWNER has withheld payment, OWNER shall promptly release to CONTRACTOR those funds withheld, but no longer applicable as liquidated damages.

3.3 No Damages Against Owner for Delay. Notwithstanding any other provisions of the Contract Documents, CONTRACTOR's exclusive remedy for delays, impacts, disruption, acceleration, resequencing, and interruptions in performance of the Work caused by events beyond CONTRACTOR's and its employees', materialmen's, subcontractors' and agents' control, including delays, impacts, disruption, acceleration, resequencing and interruptions claimed to be caused by or attributable to the OWNER or the ENGINEER or their employees and agents (or any combination thereof), shall be a claim for and be limited to an equitable extension of the Contract Time. Without limiting the foregoing, CONTRACTOR shall not be entitled to costs for remobilization after a delay, impact, disruption, acceleration, resequencing or interruption in the performance of the Work has occurred. Provided however, in the event of a delay in the Work caused by the OWNER, CONTRACTOR may seek reimbursement for documented out-of-pocket expenses attributable to a delay caused by the OWNER; provided

such reimbursement for out-of-pocket expense shall not exceed an amount equal to \$100.00 per day the Work is delayed. CONTRACTOR expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays in work, and CONTRACTOR expressly waives any and all other remedies for any claim for increase in the Contract Price, damages, expenses, losses, or additional compensation.

3.4 IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DELAY DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY CONTRACTOR, SUB-CONTRACTORS OR ANY THIRD PARTIES ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF WORK BY THE CONTRACTOR, SUB-CONTRACTORS OR BY THE OWNER UNDER THIS AGREEMENT.

#### ARTICLE IV - CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the unit prices as presented in the Proposal Form, which is incorporated herein and made a part hereof by this reference; provided however, the maximum Contract Price under this Agreement shall not exceed the Proposal Total set forth in Section 4.2.

4.2 OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents an amount in correct funds equal to the amount below:

Proposal Total: <u>One Hundred Thirty Two Million Six Hundred Thirty Seven Thousand Seven Hundred Seventy</u>	<u>(\$132,637,770.00)</u>
Written Amount	Number

4.3 The parties expressly agree that the Contract Price is a stipulated sum, except with regard to those items in the Proposal which are subject to unit prices. If units are deleted or subtracted from this Contract or otherwise not provided as part of the Work, then the Contract Price shall be decreased by the Contractor's Proposal unit price(s) multiplied by the units deducted from the Work. In no event shall CONTRACTOR be entitled to a Contract Price increase on the basis that actual units or quantities supplied, used or installed concerning the Work exceed the estimated quantities set forth in the Proposal solicitation except in the case that the OWNER and CONTRACTOR mutually agree to a change order approving the increase prior to the work being performed by the CONTRACTOR. To the extent applicable to the Work, CONTRACTOR's compensation for excavation, loading into trucks and hauling (including without limitation, concerning suitable and unsuitable soils) work shall not exceed the Total Price for the applicable unit(s) regardless of the unit quantities (cubic yards) involved in the performance of the Work.

4.4 CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Proposal Total (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not

limited to, unknown subsurface site conditions, unknown soil conditions, potential differing physical conditions, underground facilities and utility related conditions of the Work and site. CONTRACTOR agrees to accept the Contract Price as full compensation for: (i) doing all Work, furnishing all labor, equipment and materials, and performing all Work embraced in the Contract Documents; (ii) all expense, loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown conditions or obstructions (or any combination thereof) which may arise or be encountered in the prosecution of the Work, including without limitation, concerning changes or resequencing in the Work (including equipment, material and labor) necessitated by unforeseen or unknown subsurface site conditions, soil conditions, potential differing physical conditions, underground facilities and utility related conditions of the Work and site (or any combination thereof); and (iii) all risks of every description connected with the Work as assumed by CONTRACTOR expressly or implied under the Contract Documents.

#### ARTICLE V - PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.2 OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S monthly Applications for Payment, as approved by the ENGINEER, which shall be submitted by the CONTRACTOR on or before the 10th day after the end of each calendar month for which payment is requested.

5.3 Progress payments prior to Substantial Completion will be made in the following manner:

5.3.1 Prior to Substantial Completion and prior to fifty percent (50%) of the Work being completed, progress payments shall be ninety percent (90%) of the value of Work complete and ninety percent (90%) of the value of materials and equipment not incorporated into the Work, but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.3.2 After fifty percent (50%) of the Work has been completed as determined by the ENGINEER, and if the character and progress has been satisfactory to the OWNER and ENGINEER, OWNER, on the recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of subsequent Work and materials and equipment not incorporated into the Work, but delivered and suitably stored, which results in the Owner withholding a retainage equal to five percent (5%) of the Contract Price until Substantial Completion. However, OWNER shall reserve the right to reinstate withholding a retainage of ten percent (10%) if OWNER, it determines that the progress

or character of the Work is not satisfactory, or that CONTRACTOR has not promptly paid its subcontractor, laborers, equipment providers, or materialmen.

5.3.3 Upon Substantial Completion of the Work, OWNER shall pay an amount sufficient to increase total payments to the CONTRACTOR to ninety-five percent (95%) of the Contract Price, less such amounts as ENGINEER shall determine in accordance with Article 15 of the General Conditions.”

5.4 Final Payment. Upon final completion of the Work in accordance with the Contract Documents, OWNER shall pay CONTRACTOR an amount sufficient to increase total payments to ninety-eight percent (98%) of the Contract Price. However, not less than two percent (2%) of the Contract Price shall be retained until Record Drawings, specifications, addenda, modifications and shop drawings, including all manufacturers instructional and parts manuals are delivered to and accepted by the ENGINEER.

5.5 Prompt Payment Act. The Local Government Prompt Payment Act as set forth in Part VII, Chapter 218, Florida Statutes (“Prompt Payment Act”) shall apply to payments and disputes concerning applications for payment under the Contract Documents. To the extent of any conflicts between the Contract Documents and the Prompt Payment Act, the Prompt Payment Act shall control to the extent of the conflict.

#### ARTICLE VI - CONTRACTOR'S REPRESENTATIONS

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

6.1 CONTRACTOR has visited the Work site and familiarized itself with the nature and extent of the Contract Documents, Work, locality, utility locations, and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR by its study excludes and releases the OWNER from any implied warranties including but not limited to the "Spearin Doctrine", that the plans and specifications are adequate to perform the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by the ENGINEER in the preparation of the Drawings and Specifications, and which have been identified in the General and Supplementary Conditions of the Contract Documents.

6.3 CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 above as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR.

6.6 CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of the actions of any OWNER's official, officer, employee or other person during the course of performance of, or otherwise related 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. 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. For the breach or violation of this provision, the OWNER shall have the right to terminate this Agreement without liability.

6.7 CONTRACTOR hereby represents and warrants to OWNER that CONTRACTOR has the knowledge, experience and skill to perform the Work required to be performed by it hereunder; that CONTRACTOR shall comply with all applicable federal, state and local laws and codes, including, without limitations, all business and professional registration and licensing requirements (both corporate and individual for all required basic disciplines).

6.8 CONTRACTOR acknowledges and agrees that it is the sole party responsible for site safety and agrees to indemnify, defend and hold harmless the OWNER and ENGINEER, including their respective officers, agents and employees, from any claim, damage or liability for injury or loss arising from CITY's or ENGINEER'S (including their respective officers, agents and employees) alleged failure to exercise site safety responsibility, except to the extent caused by the negligence of the CITY.

## ARTICLE VII - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the OWNER and CONTRACTOR are attached to this Agreement, are made a part hereof and consist of the following:

- 7.1 This Agreement (Section 00500) (pages 1 to 19, inclusive).
- 7.2 Exhibits to this Agreement (sheets 0 to 0, inclusive). N/A
- 7.3 Section 255.05, Fla. Stat. Performance Bond and Payment Bond and Certificates of Insurance.
- 7.4 Notice of Award and Notice to Proceed.

7.5 General Conditions (EJCDC® C-700 (Rev. 1), Standard General Conditions of the Construction Contract 2013 edition as set forth in Section 00510) as amended by this Agreement and the Supplementary Conditions (Section 00810).

7.6 Supplementary Conditions (Section 00810).

7.7 Florida Department of Environmental Protection Bureau of Water Facilities Funding Supplementary Conditions for Formally Advertised Construction Procurement.

7.8 Project Manual bearing the general title: " CREST AVENUE WASTEWATER TREATMENT FACILITY EXPANSION, 90% SPECIFICATIONS" and consisting of Divisions 0 through 17 as listed in the table of contents.

7.9 Drawings bearing the following general title: " CREST AVENUE WASTEWATER TREATMENT FACILITY EXPANSION, 90% DESIGN SUBMITTAL", and consisting of the sheets as listed in the Drawings Index.

7.10 Details bearing the following general title: " CREST AVENUE WASTEWATER TREATMENT FACILITY EXPANSION, 90% STANDARD DETAILS", and consisting of the sheets as listed in the Drawings Index.

7.11 Addenda Numbers   0   through   0  , inclusive.

7.12 Proposal Form (Crest Avenue WWTF Expansion – GMP 1 – Membrane System Purchase, September 19, 2023) (Pages 1 to 12, inclusive).

7.13 Proposal Form (Crest Avenue WWTF Expansion – GMP 2, September 12, 2024) (Pages 1 to 273, inclusive).

7.14 All applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement.

7.15 Advertisement for Proposals, Instructions to Proposers, Proposal Bond, Noncollusion Affidavit, General Requirements, Field Orders and State of Florida Contract Provisions.

7.16 Pre-Proposal Meeting Agenda.

There are no Contract Documents other than those listed above in this Article VII.

#### ARTICLE VIII - MISCELLANEOUS

8.1 No assignment by the parties hereto of any rights under, or interest in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in

any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns or legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.3 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions, as modified in the Supplementary Conditions.

8.4 Indemnification: Notwithstanding any other provisions of the Contract Documents, the CONTRACTOR agrees to indemnify and hold harmless the OWNER, its representatives, employees, agents, and elected and appointed officials, from all claims, judgments, damages, losses, injuries, and expense (including reasonable attorneys' fees, experts' fees and litigation costs incurred whether at the trial level or on appeal) arising out of or resulting from the performance or nonperformance of the Work or services to the extent caused in whole or part by the CONTRACTOR, its representatives, employees, agents, subcontractors, materialmen and other persons employed or utilized by the CONTRACTOR in the performance of any Work rendered under this Agreement, or any combination thereof. For purposes of compliance with Florida law, CONTRACTOR acknowledges that this provision shall be deemed a part of the specifications and the procurement documents for the Work. The maximum monetary limit of indemnification provided by the CONTRACTOR under this paragraph 8.4 and other indemnifications contained within the Contract Documents is three million dollars (\$3,000,000.00) per occurrence, which the OWNER and the CONTRACTOR agree bears a commercially reasonable relationship to this Agreement and the Work. This paragraph 8.4 survives termination and expiration of this Agreement and completion of the Work.

8.5 Public Records Laws: CONTRACTOR acknowledges and agrees that the OWNER is a public entity that is subject to Florida's Public Records Act (Chapter 119, Florida Statutes) and as such, records in CONTRACTOR or OWNER's control and possession generated or received concerning the services performed under this Agreement are subject to public inspection pursuant to Chapter 119, Florida Statutes, unless there is an applicable exemption or confidential provision under state law or are otherwise not legally considered a public record. Records, documents, computerized information and programs, e-mails, electronic files, memos, drawings, audio or video tapes, photographs, or other records of the CONTRACTOR regardless of form that are subject to the provisions of Chapter 119, Florida Statutes and applicable retention schedules, and may not be destroyed without the specific written approval of the OWNER's City Clerk. While in the possession and control of CONTRACTOR, at CONTRACTOR's expense, all public records shall be secured, maintained, preserved, and retained in the manner specified and pursuant to the Public Records Act and comply with all "Contractor" provisions of Section 119.0701(2), Florida Statutes, and further CONTRACTOR shall allow inspection of such records in accordance with the Public Records Act. CONTRACTOR hereby indemnifies and hold harmless the OWNER concerning any claims, damages, suits, judgments, losses, expenses and penalties arising out of or concerning CONTRACTOR's violation of the Public Records Act or this provision, including for attorneys' fees and costs at all trial and appellate levels. CONTRACTOR affirmatively agrees to comply with all

“Contractor” provisions of Section 119.0701(2), Florida Statutes. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Angela Grimmage, City Clerk, 300 West Plant Street, Winter Garden, Florida, 34787; Email – agrimmage@cwdgn.com ; Telephone – (407) 656-4111, ext. 2297. **This paragraph 8.5 survives expiration and termination of the Agreement and completion of the Work.**

8.6 No Right to Lien/Bonds: CONTRACTOR acknowledges and agrees that the real property for which the Project and Work is being constructed upon and the Project itself is owned by the OWNER, which is a municipality and therefore is not subject to construction liens pursuant to Chapter 713, Florida Statutes or any other liens pursuant to the OWNER’s sovereign immunity protections. CONTRACTOR and its subcontractors, materialmen, laborers, vendors and all others claiming by and through CONTRACTOR shall not record or file any claims of lien concerning the Project and the Work, or any portion thereof. The CONTRACTOR hereby agrees to indemnify and hold the OWNER harmless from all liens filed by CONTRACTOR and from all liens and equitable claims filed by CONTRACTOR’s subcontractors, materialmen, laborers, equipment providers, vendors and all others claiming by and through CONTRACTOR, against the OWNER, Project, Work and real property owned by the OWNER arising out of or concerning the Work and Project, including but not limited to OWNER’s attorneys’ fees, experts’ fees and litigation costs (at trial and appellate levels). This paragraph 8.6 survives expiration and termination of the Agreement and completion of the Work.

CONTRACTOR shall be required, at its expense, to obtain, deliver, and record in the public records of Orange County, Florida a Payment and Performance Bond covering the Project in the amount of 120% of the Contract Price in a form acceptable to the OWNER and in compliance with Section 255.05, Florida Statutes. A certified copy of the recorded Payment and Performance Bond shall be furnished by the CONTRACTOR to OWNER prior to the commencement of Work or recommencing Work after a default or abandonment, and in accordance with Section 255.05, Florida Statutes, CONTRACTOR shall not be paid any sums until such occurs. All subcontractors, materialmen, laborers, vendors and all others claiming by and through CONTRACTOR shall look exclusively to the Payment and Performance Bond posted in accordance with Section 255.05, Florida Statutes, if not properly paid.

8.7 Sovereign Immunity. Nothing in the Contract Documents shall be considered or construed as a waiver of the OWNER’s sovereign immunity protections or of any other privilege, immunity or defense afforded to OWNER and its officials, officers, employees and agents under the law.

8.8 Public Entity Crime. Any Person or affiliate, as defined in 287.133 of the Florida Statutes, shall not be allowed to contract with the OWNER, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three

(3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any agreement with the OWNER obtained in violation of this paragraph shall be subject to termination for cause. A subconsultant or subcontractor who obtains a subcontract in violation of this paragraph shall be removed from the Project and promptly replaced by a subconsultant or subcontractor acceptable to the OWNER.

8.9 Engineer. Without penalty, waiver, or causing a default by OWNER, OWNER hereby reserves the right, at any time during the performance of the Work by the CONTRACTOR to elect not to utilize the ENGINEER for one or more of the roles or duties of the ENGINEER under the Contract Documents regarding review and approval of applications for payments, claims or change order request and to self-perform the role of ENGINEER for any one or more of such duties or roles. OWNER's exercise of such right to self-perform the role of the ENGINEER, or any portion thereof, shall not give CONTRACTOR a defense to any claim by OWNER or claim by CONTRACTOR against the OWNER or ENGINEER.

8.10 False Claims. If a CONTRACTOR is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the CONTRACTOR, CONTRACTOR shall be liable to the OWNER for an amount equal to such unsupported part of the claim in addition to all costs to the OWNER attributable to the cost of reviewing said part of CONTRACTOR's claim. The OWNER and the CONTRACTOR acknowledge that the "Florida False Claims Act" provides civil penalties not more than \$10,000.00 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. CONTRACTOR agrees to be bound by the provisions of the Florida False Claims Act for purposes of the Contract Documents and the Work.

8.11 Deductive Change Orders. CONTRACTOR's Proposal accepted by the OWNER was based on unit prices for units/qualities to be provided. At any time and without penalty or cost, OWNER shall have the right to reduce or eliminate any portion of the Work not yet performed by CONTRACTOR from the Contract Documents through a unilateral directive or change order, and reduce the Contract Price accordingly based on unit prices Proposal by the CONTRACTOR for the portion of the Work (units/qualities) being eliminated. OWNER reserves the right, in the OWNER's sole discretion, to self-perform or perform by other contractors any portion of the Work eliminated by unilateral Change Order. In no event shall a unilateral directive or change order pursuant to this Section serve as the basis of any monetary claim by CONTRACTOR or entitle CONTRACTOR to an increase in unit prices or compensation for overhead, labor, and/or materials for other portions of the Work to be performed by CONTRACTOR and not eliminated by unilateral directive or change order. This Section shall control in the event of any conflicts with any other provision of the Contract Documents.

## ARTICLE IX - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. Both parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. In the event of litigation arising out of the Contract Documents or the Work, each party shall bear their own attorney's fees and costs, except to extent otherwise required by the indemnity and hold harmless provisions of the Contract Documents. Exclusive venue for any litigation arising out of the Contract Documents or Work shall be in Orange County, Florida.

## ARTICLE X – REVISIONS TO GENERAL CONDITIONS (SECTION 00510)

The Standard General Conditions of Construction Contract (EJCDC® C-700 (Rev. 1), Standard General Conditions of the Construction Contract 2013 edition) is incorporated herein by this reference and is hereby amended as set forth below:

10.1 The definitions section 1.01 of Article 1 of the General Conditions are hereby revised as follows:

- Delete the definition of “Contract Documents” in Article 1 of the General Conditions. “Contract Documents” are the documents enumerated in Article 7 of this Agreement.
- Delete the definition of Substantial Completion and insert the following in its place:
- Substantial Completion – The Work (or a specified part thereof) has progressed to the point where, in the opinion of the ENGINEER as evidenced by ENGINEER’s definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents and that all conditions precedent to Substantial Completion have been met in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to any Work refer to Substantial Completion thereof.
- Liens - The definition of *Liens* under Paragraph 1.01 includes charges, security interests, claims or encumbrances upon or against the Project bonds.
- Add the following definitions:

Compensable Delay - Any delay beyond the control and without the fault of negligence of the CONTRACTOR resulting from OWNER0caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by the OWNER.

Correction Period – The time during which the CONTRACTOR must correct defective Work or remove defective Work from the site and replace it with non-

defective Work, all at no cost to the OWNER, pursuant to paragraph 15.08 of the General Conditions, as supplemented.

Final Completion – The date upon which the final payment is due to be paid by OWNER to CONTRACTOR.

Excusable Delay – Any delay beyond the control and without the fault or negligence of the CONTRACTOR, the OWNER, or any other contractor caused by events or circumstances such as but not limited to, acts of God or of the public enemy, acts of interveners, acts of the government, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes. Labor disputes and above average rainfall shall give rise only to Inexcusable Delays.

Float or Slack Time – The time available in the progress schedule during which an unexpected activity can be completed without delaying the Substantial Completion of the Work.

Inexcusable Delay – Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, (ii) by weather conditions (other than hurricanes and tornadoes) or (iii) labor disputes.

Nonprejudicial Delay – Any delay impacting a portion of the Work within the available total Float or Slack Time, as in the Progress Schedule and not necessarily preventing completion of the Work within the Contract Time.

Prejudicial Delay – Any Excusable or Compensable Delay impacting the Work and exceeding the total Float Time available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

Preoperational Testing (Check-Out-Testing) – All field inspections, installation checks, water tests, performance tests, and necessary corrections required of the CONTRACTOR as a condition or conditions to achieving Substantial Completion to demonstrate to the OWNER and ENGINEER that individual components of the Work have been properly constructed and operate in accordance with the Contract Documents for their intended purposes.

Start-Up Testing (Demonstration Testing) – A predefined trial period required as a condition to Substantial Completion during which CONTRACTOR is to operate the entire Work ( or any part thereof agreed to by the OWNER) under actual and simulated operating conditions for the purpose (i) of making such minor adjustments and changes to the Work as may be necessary for the Work to comply with the Contract Documents and (ii) of complying with the final test requirements in the Contract Documents.

- 10.2 Delete paragraph 2.05 of the General Conditions in its entirety and insert the following in its place:  
2.05.A.2 CONTRACTOR'S schedule of shop drawings and sample submittals will be acceptable to ENGINEER only if it provides a minimum of thirty (30) days for reviewing and processing the submittals. Shop Drawings requiring resubmission and review shall not rise to an excusable or compensable delay.
- 10.3 Add the following immediately after paragraph 2.06.C:  
2.06.D The CONTRACTOR shall submit hard copies of all information required by Section 01340 and all forms that require the CONTRACTOR signature. Other CONTRACTOR submittals may be electronic data if approved by the ENGINEER.
- 10.4 Add the following immediately after paragraph 3.03 A of the General Conditions:  
3.03 B Measurements  
1. When measurements are affected by conditions already established or where items have to be fitted into construction conditions, it shall be the CONTRACTOR's responsibility to verify all such dimensions at the site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.  
2. The CONTRACTOR shall carefully study and compare all Drawings, Specifications and other instruction; shall test all figures on the Drawings before laying out the Work; shall test all figures on the Drawings before laying out the Work; shall notify the ENGINEER of all errors, inconsistencies, or omissions which he may discover; and obtain specific instructions before proceeding with the Work. The CONTRACTOR shall not take advantage of any apparent error or omissions which may be found in the Contract Documents, and the ENGINEER shall be entitled to make such corrections therein and interpretations thereof as may be deemed necessary for the fulfillment of their intent. The CONTRACTOR shall be responsible for all errors in construction which could have been avoided by such examination and notification and shall correct, at CONTRACTORS own expense, all Work improperly constructed through failure to notify the ENGINEER and request specific instructions.  
3.03 B Amend paragraph 3.03 B to read 3.03 C.

Add the following new paragraphs after Paragraph 3.05.A of the General Conditions which are to read as follows:

- "B. Correlation of Contract Documents. In resolving such conflicts, errors, and discrepancies, the documents shall be given precedence in the following order:

- a. Agreement Modifications
- b. Change Orders
- c. Addenda
- d. Supplementary Conditions
- e. Instructions to Proposers
- f. General Conditions
- g. Specifications (Divisions 1 - 16)
- h. Drawings
- i. Advertisement for Proposals
- j. Proposal
- k. Bonds
- l. Insurance Certificates
- m. Insurance Endorsements
- n. Affidavits

C. Field Verification. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions, it shall be the CONTRACTOR's responsibility to verify all such dimensions at the site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings."

- 10.5 Paragraph 3.2.2, replace the following "Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in CONTRACTOR's performance hereunder for matters other than delays in Substantial Completion." with "Such liquidated damages shall be the sole and exclusive remedy for any delays in achieving Substantial Completion. The OWNER and CONTRACTOR agree that the liquidated damages specified herein are intended to compensate the OWNER for such delays and shall preclude the recovery of any other damages, including actual damages, resulting from delays in Substantial Completion."
- 10.6 Paragraph 3.3, remove ",provided such reimbursement for out-of-pocket expenses shall not exceed an amount equal to \$100.00 per the day the Work is delayed."
- 10.7 Paragraph 3.5, add "IN NO EVENT SHALL EITHER THE OWNER OR THE CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DELAY DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY THE OTHER PARTY OR ANY THIRD PARTIES ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF WORK BY THE CONTRACTOR, SUB-CONTRACTORS OR BY THE OWNER UNDER THIS AGREEMENT."
- 10.8 Delete paragraph 4.01 of the General Conditions in its entirety and insert the following in its place.

4.01 The Contract Time will commence to run on the day indicated in the Notice to Proceed. The Notice to Proceed may be given at any time after the Effective Date of the Agreement. In no event will the Contract Time commence to run later than the sixtieth (60th) day after the Effective Date of the Agreement.

10.9 Add to Paragraph 4.05 C.2 as follows:  
Weather delays shall only be granted for “abnormal weather conditions” defined as follows:

Rainfall – Monthly rainfall exceeding the published NOAA monthly average for the Orlando area. In the event work cannot be performed during regular working hours/days due to rain, the monthly average rainfall for that month must be exceeded before a delay can be claimed. Rainfall occurring on weekends or holidays will not be considered for a time extension.

Tropical Storms/Hurricanes – NOAA-named storms whose center of circulation is within 75 miles of the project site or whose winds exceed 40 miles per hour at the project site. Tropical storms or hurricanes occurring on weekends or holidays will not be considered for a time extension.

Only actual work days (see regular working hours) meeting the above requirements will be considered for delays due to abnormal weather conditions. It shall be the Contractor’s responsibility to provide the necessary information to justify any delays due to abnormal weather conditions.

10.10 Paragraph 4.3, replace the third sentence with the following: “In the event that actual units or quantities supplied, used, or installed concerning the Work exceed the estimated quantities set forth in the Proposal solicitation, the CONTRACTOR shall be entitled to a Contract Price increase based on the applicable unit prices, provided that the CONTRACTOR notifies the OWNER in writing of the anticipated increase prior to performing the additional work. The OWNER and CONTRACTOR shall mutually agree to a change order approving the increase prior to the work being performed by the CONTRACTOR.”

10.11 Add to paragraph 4.4, language to reference 5.04 of the General Conditions.

10.12 Paragraph 5.3.1, reduce to 95% per the statute that only allows 5% retainage.

10.13 Delete Paragraph 5.3.2 entirely.

10.14 Replace 5.3.3 with:  
Upon Partial Substantial Completion of the Work, OWNER shall pay one hundred percent (100%) of the associated work’s contract value, less such amounts as ENGINEER shall determine in accordance with Article 15 of the General Conditions. Upon Substantial Completion of the Work, OWNER shall

pay one hundred percent (100%) of the Contract Price, less such amounts as ENGINEER shall determine in accordance with Article 15 of the General Conditions.

- 10.15 Paragraph 5.4, strike the provision referencing the final payment and no less than 2% of the Contract Price will be retained until all requirements are delivered and accepted by the Engineer.
- 10.16 Add the following to the end of 5.02.B:  
“Contractor shall remove and dispose of waste materials, rubbish, and other debris on a weekly basis or when directed by the OWNER or ENGINEER.”
- 10.17 Add to the end of 5.02.C  
“Contractor shall clean the site and the Work to the satisfaction of the OWNER.”
- 10.18 In the last paragraph of 5.04.A after “then CONTRACTOR shall amend “promptly” to read “within three (3) days”.
- 10.19 Paragraph 5.05 I. is deleted.
- 10.20 In the first sentence of 5.05.B amend “promptly” to read “within three (3) days”.
- 10.21 Add the following immediately after paragraph 5.06.G of the General Conditions:  
The provisions of paragraphs 5.06.A, 5.06.B, 5.06.C, 5.06.D, 5.06.E, 5.06.F and 5.06.G shall not apply where the Work is performed upon public lands, rights-of-way, easements or other properties of which the OWNER does not own. In such case, Contractor’s sole remedy shall be an extension of contract time.
- 10.22 Add to 5.06.G “If the CONTRACTOR submits a Change Proposal, the OWNER shall not impose a set-off until the Change Proposal is reviewed, and a decision is made.” Before the phrase “,or OWNER may impose a set-off”.
- 10.23 Paragraph 5.06.I, Reinstate “To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs( arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible.

Nothing in this Paragraph 5.06.I shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence."

- 10.24 Add a new paragraph immediately after paragraph 5.06 of the General Conditions which is to read as follows:  
5.07 No claim of the CONTRACTOR under paragraphs 5.04, 5.05 and 5.06 shall be allowed unless, (1) the CONTRACTOR has given the notice required in the respective sub-paragraph above, and (2) within thirty (30) days (but before final payment) after the CONTRACTOR has given written notice, the CONTRACTOR submits to the OWNER a detailed claim setting forth the CONTRACTOR's right to an increase in the Contract Price or extension of the Contract Time as provided in Articles 13 and 14 of the General Conditions.
- 10.25 In the first sentence of 6.01 A amend "at least equal to" to read "equal to 120 percent of."  
Add the following immediately after paragraph 6.01 F of the General Conditions:  
G. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class X or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038.  
H. All Surety Companies are subject to approval and may be rejected by the OWNER without cause.  
I. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).  
J. The Agent countersigning the bond shall be resident in the County where the Project is located and/or other counties that are acceptable to the OWNER.
- 10.26 Paragraphs 6.02 B. is deleted. The OWNER is not required to obtain and maintain any insurance concerning the Work.
- 10.27 Add to 6.05.C the following language, "The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible, except in cases where the claim arises from circumstances beyond the CONTRACTOR'S control and could not have been prevented by the CONTRACTOR."
- 10.28 Paragraph 7.07 B. is deleted.

10.29 Paragraph 7.17 is revised to read as follows:

“Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents, free from improper workmanship, will not be defective and will give proper and continuous service under all conditions of service required by, specified in, or which may be reasonably inferred from the Contract Documents. Work, materials, or equipment not conforming to these requirements shall be considered defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor’s warranty and guarantee. The warranty and guarantee under this provision shall be separate and in addition to Contractor’s obligations under Article 14 and other obligations under the Contract Documents.”

10.30 Paragraph 7.18, remove “Engineers, directors, member, partners, agents, consultants and subcontractors” from the indemnitees. And, remove the phrase “(including but not limited to all fees and charges of engineers, architects, attorneys, and other professional and all court or arbitration or other dispute resolution costs)”

10.31 Delete paragraph 8.02 of the General Conditions in its entirety and insert the following in its place:

8.02 The parties expressly acknowledge that the Work to be done by the CONTRACTOR under this contract may interface with the Work of other contractors. Thus, in addition to the foregoing paragraphs in this Article 8, the following provisions apply.

8.02.A The CONTRACTOR shall cooperate with all other contractors who may be performing Work on behalf of the OWNER in the vicinity of the Work to be done under this contract, and CONTRACTOR shall conduct his operation as to interfere to the least possible extent with the Work of such contractor.

8.02.B The CONTRACTOR shall promptly make good, at its own expense, any injury or damage that may be caused by it to other contractors, employees or subcontractors or suppliers thereof.

8.02.C Any difference or conflict which may arise between the CONTRACTOR and other contractors in regard to their respective Work shall be adjusted and determined by the OWNER.

8.02.D If the Work is delayed because of any acts or omissions of any other contractor, the CONTRACTOR shall have no claim against the OWNER on that account.

10.32 Paragraph 8.4, remove “representatives, agents, and elected and appointed officials.”

10.33 Paragraph 8.4, replace \$3M to \$1M.

10.34 Paragraph 8.6, reduce 120% to 100%.

- 10.35 Paragraph 8.11, replace “unilateral” with “bilateral” or strike this term before “directive or change order”.
- 10.36 Paragraph 8.11, add “However, the CONTRACTOR shall be fairly compensated for any preparatory work already completed on the eliminated portions of the Work.”
- 10.37 Paragraph 9.06 is deleted.
- 10.38 Paragraph 12.01.B, replace “after the start of the event giving rise thereto” to “from the date either party became aware of the event.”
- 10.39 Add the following new paragraphs after paragraph 12.01.G of the General Conditions:
- 12.01.H This Project is a “Public Work” under Chapter 255, Florida Statutes. No liens may be filed against OWNER. Any Claimant may apply to the OWNER for a copy of this Contract and the Public Construction Bond. The Claimant shall have a right of action against the CONTRACTOR and surety for the amount due him. Such action shall not involve the OWNER in any expense claims against the CONTRACTOR or the surety are subject to timely prior notice to both the CONTRACTOR and the Surety as specified in Section 255.05 Florida Statutes. The CONTRACTOR shall insert the following in all subcontracts hereunder:  
“NOTICE: Claims for labor, materials, and supplies are not assertable against the OWNER and are subject to proper prior notice to the CONTRACTOR and the Surety pursuant to Chapter 255 of the Florida Statutes. This paragraph shall be insert in every subcontract hereunder.”
- 10.40 Paragraph 15.07 *Waiver of Claims* is revised to read as follows:  
“A. The payment of any application for payment by the Owner, including the final application for payment, does not constitute approval or acceptance of that part of the Work to which such payment relates nor does it relieve the Contractor of any of its obligations hereunder with respect hereto. The making of a payment, including final payment shall not constitute a waiver of claims by the Owner, including but not limited to claims arising from: (1) liens, claims, security interests or encumbrances arising out of the Contract Documents; (2) failure of the Work to comply with the requirements of the Contract Documents and its incorporated documents and state and local codes and requirements; (3) terms of warranties and all other post-final completion or construction obligations required by the Contract Documents and/or as a matter of law; (4) defects, deficiencies and/or failures in the Work; (5) damages suffered directly or indirectly by the Owner caused by the Contractor’s negligent performance under the Contract

Documents; and (6) any matter for which Contractor has indemnified Owner under the Contract Documents.

B. The acceptance of the final payment by Contractor will constitute a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by the Owner in writing as still unsettled.

10.41 Subsections 12.01 D. 4. & 5. are added to read:

4. If the parties cannot agree on the selection of a mediator, then the Owner shall select the mediator who, if selected solely by the Owner, shall be a mediator certified by the Supreme Court of Florida. The mediation shall be held in Orange County, Florida, unless another location is mutually agreed upon by the parties.

5. The mediation shall be considered terminated if and when: (i) the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than ten (10) days after the mediation conference; or (ii) thirty (30) days has elapsed since the written mediation request was made in the event a party refuses to or has not committed to attend mediation.

10.42 Paragraph 13.02.C, replace this section with “Contractor agrees that a contingency allowance, if any, is primarily for the use of Owner to cover unanticipated costs. However, Contractor may request access to the contingency allowance for unforeseen expenses directly related to the Work, provided that such requests are accompanied by detailed justification and supporting documentation. The use of the contingency allowance by the Contractor is subject to the approval of the Owner, which shall not be unreasonably withheld. Any approved use of the contingency allowance by the Contractor will be documented through a Change Order.”

10.43 Paragraph 13.02.D, Add “Shared savings will be calculated based on the difference between the original cost estimate and the actual cost incurred due to the use of the substitute item. The savings will be shared between the Owner and Contractor in a predetermined (75% Owner/25% Contractor) ratio, as specified in the change order.”

10.44 Add a new subsection 14.03.G as follows:  
“G. The CONTRACTOR shall not be entitled to an extension of Contract Time or increase in Contract Price for removing or correcting defective work.”

10.45 Paragraph 15.06.2.E, add “conditional” before the term “releases or waivers”.

10.46 Paragraph 15.07, add “CONTRACTOR retains the right to make claims against OWNER for any issue or claims that were not known or could not have been reasonably known at the time of final payment. Any such claims must be made in accordance with the requirements herein and must be expressly acknowledged by the OWNER in writing as still unsettled.”

- 10.47 Add a new subparagraph immediately after paragraph 16.01.A of the General Conditions to read as follows:
- 16.01.B Notwithstanding this paragraph 16.01, if the OWNER stops Work under paragraph 14.06 or suspends the CONTRACTOR's services under paragraph 14.03 of the General Conditions, or suspends the Work or any portion thereof because of the CONTRACTOR's failure to prosecute the Work without endangering persons and property, the CONTRACTOR shall not be entitled to an extension of Contract Time or increase in Contract Price.
- 10.48 Paragraph 16.04, replace "90 consecutive days" with "60 cumulative days".
- 10.49 Add a new paragraph 17.01.C as follows:
- "The CONTRACTOR shall carry on the Work and maintain the progress schedule during any dispute, regardless of how resolved, unless otherwise mutually agreed in writing. Venue for any litigation, at law or equity, shall lie exclusively in a court of proper jurisdiction in Orange County, Florida. The Contract Documents shall be construed and interpreted, and any litigation arising therefrom, shall be governed by the laws of the State of Florida."
- 10.50 Add a new paragraph 12.11 as follows:
- "The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the CONTRACTOR shall be required to the extent consistent with the Contract Documents necessary to produce the indicated results. Notwithstanding anything to the contrary, where terms, conditions, clarifications, qualifications or other provisions included with CONTRACTOR'S GMP conflict with terms or provisions of this Agreement or any other exhibit hereto, each standing alone, CONTRACTOR'S GMP standing alone shall control."

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One (1) counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on \_\_\_\_\_, 2025.

OWNER:  
CITY OF WINTER GARDEN, a Florida municipal corporation

\_\_\_\_\_  
Attest Signature

By: \_\_\_\_\_  
Jon C. Williams, CITY MANAGER

\_\_\_\_\_  
Printed Name

APPROVED AS TO FORM ONLY FOR RELIANCE BY THE CITY OF WINTER GARDEN:

\_\_\_\_\_  
CITY ATTORNEY

CONTRACTOR:

\_\_\_\_\_

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

Title: \_\_\_\_\_

(CORPORATE SEAL)

ATTEST: \_\_\_\_\_

SECRETARY

\_\_\_\_\_

END OF SECTION

---

*(Space above reserved for recording information)*

**PUBLIC CONSTRUCTION PAYMENT AND PERFORMANCE BOND**  
**(Section 255.05, Fla. Stat.)**

CONTRACTOR (the "Principal"): \_\_\_\_\_  
(Name of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Principal Business Address of Contractor)

\_\_\_\_\_  
(Telephone Number of Contractor)

SURETY: \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Principal Business Address of Surety)

\_\_\_\_\_  
(Telephone Number of Surety)

CONTRACTING PUBLIC ENTITY (the "CITY"):

**City of Winter Garden**  
**300 West Plant Street**  
**Winter Garden, Florida 34787**  
**(407) 656-4111**

Contract or Project number and/or reference: \_\_\_\_\_

Legal Description or street address of property being improved:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Improvements:

\_\_\_\_\_  
\_\_\_\_\_

BY THIS PUBLIC CONSTRUCTION PAYMENT AND PERFORMANCE BOND (the "Bond"), and pursuant to those provisions set forth within § 255.05, Florida Statutes, We \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation, as Surety, are bound to the CITY OF WINTER GARDEN, a Florida municipal corporation (the "CITY"), in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly and properly performs the contract including all its incorporated documents (the "Contract Documents") dated \_\_\_\_\_, between Principal and CITY for construction of \_\_\_\_\_, the Contract Documents being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract Documents; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, furnishing labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract Documents; and

3. Pays CITY all losses, damages, expenses, costs, and attorneys' fees, experts' fees and other litigation expenses including at all trial and appellate proceedings, that CITY sustains because of a default by Principal under the Contract Documents; and

4. Performs the guarantee and warranty of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this Bond for payment must be in accordance with the notice and time limitation provisions contained within Section 255.05, Florida Statutes.

Any changes in or under the Contract Documents (which include, by way of example, but not a limitation, unilateral or directive change orders and bilateral change orders, changes to the plans, drawings and specifications, and increases or decreases in quantity of units or the scope of work) and compliance or noncompliance with any formalities connected with the Contract Documents or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this Bond shall increase or decrease in accordance with changes or other modifications to the Contract Documents so that the Penal Sum shall at all times represents a sum equal to 120% of the Contract

Sum (or Contract Price).

The performance bond and the payment bond portions of this Bond are each covered separate and distinct from each other so that claims or sums paid by Surety under the payment bond portion does not affect the Penal Sum for the performance bond portion and vice versa. This Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide common law rights to the CITY more expansive than as required by statute.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract Documents during the period in which this Bond is in effect, the Surety shall remain liable to the CITY for all such loss or damage (including reasonable attorneys' fees, experts' fees and other litigation expenses at all trial and appellate levels) resulting from any failure to perform up to the amount of the Penal Sum. This paragraph shall survive the termination or cancellation of this Bond.

In the event that the Surety fails to fulfill its obligations under this Bond, then the Surety shall also indemnify and hold the CITY harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs and experts' fees for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon CITY's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract Documents entered into by CITY and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Contract Documents granted by CITY to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract Documents as a result of any proceeding initiated under the federal bankruptcy laws, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_(number) counterparts, each of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
(Principal) Secretary

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

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

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

City/State/Zip \_\_\_\_\_

\_\_\_\_\_  
Witness to Principal

Name: \_\_\_\_\_  
(Print or Type)

(CORPORATE SEAL)

\_\_\_\_\_  
Witness to Principal

Name: \_\_\_\_\_  
(Print or Type)

\_\_\_\_\_  
Witness as to Surety

By: \_\_\_\_\_  
Surety  
Attorney-in-Fact

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

\_\_\_\_\_  
Witness as to Surety

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

Name: \_\_\_\_\_  
(Print or Type)

City/State/Zip \_\_\_\_\_

(CORPORATE SEAL)

**NOTE:** Date of the Bond must not be prior to the date of the Contract. If CONTRACTOR is a partnership, all partners should execute the BOND. As set forth in Section 255.05, Florida Statutes, the Principal shall record this Bond in the public records of Orange County, Florida, and provide the CITY with a certified copy of the recorded version; however, Principal's failure to do so shall not invalidate the City's protections under this Bond.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Florida, unless otherwise specifically approved in writing by the CITY.

**ATTACH** a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of "Surety."

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

## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



Endorsed by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

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**STANDARD GENERAL CONDITIONS OF THE  
CONSTRUCTION CONTRACT**

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
    - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### **2.01 *Delivery of Bonds and Evidence of Insurance***

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.02 *Copies of Documents***

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### **2.03 *Before Starting Construction***

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and

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

#### 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

#### 2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

### **ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### **3.01 *Intent***

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

#### **3.02 *Reference Standards***

- A. Standards Specifications, Codes, Laws and Regulations
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

#### **3.03 *Reporting and Resolving Discrepancies***

- A. *Reporting Discrepancies:*
  - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

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

### 4.02 *Starting the Work*

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

### 4.03 *Reference Points*

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

### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. abnormal weather conditions;
  3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

## **ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **5.02 *Use of Site and Other Areas***

#### **A. *Limitation on Use of Site and Other Areas:***

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
  2. is of such a nature as to require a change in the Drawings or Specifications; or
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
  - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
  - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
  1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
  - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.
  - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6 – BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

### 6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  2. claims for damages insured by reasonably available personal injury liability coverage.
  3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
  - 1. include at least the specific coverages provided in this Article.
  - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

#### 6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
  - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
  - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
  6. extend to cover damage or loss to insured property while in transit.
  7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  8. allow for the waiver of the insurer's subrogation rights, as set forth below.
  9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  10. not include a co-insurance clause.
  11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.
  13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

## 6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

## 6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

## **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

### **7.01 *Supervision and Superintendence***

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### **7.02 *Labor; Working Hours***

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

### **7.03 *Services, Materials, and Equipment***

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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

#### 7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) it has a proven record of performance and availability of responsive service; and
      - 4) it is not objectionable to Owner.
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - a. shall certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design,
      - 2) be similar in substance to that specified, and
      - 3) be suited to the same use as that specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
      - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
      - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    - c. will identify:
      - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

#### 7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

- O. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
  2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

#### 7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

#### 7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
  - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
  - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
  - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
  - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
  - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 7.16 *Shop Drawings, Samples, and Other Submittals*

##### A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

##### 1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
  5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
  6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
  7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## **ARTICLE 8 – OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

## 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

## 8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9 – OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02 *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

### **9.03 *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04 *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### **9.05 *Lands and Easements; Reports, Tests, and Drawings***

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### **9.06 *Insurance***

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

### **9.07 *Change Orders***

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

#### 10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

### **ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

#### 11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  1. *Change Orders:*
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
  2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

#### 11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
    - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

**ARTICLE 12 – CLAIMS**

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
  - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### 13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
  1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

## 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
  - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### 13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### 14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### 14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

## **ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

### **15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
    - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
    - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
  4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
    - a. to supervise, direct, or control the Work, or
    - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
    - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
    - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
    - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
  5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
  6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
    - a. the Work is defective, requiring correction or replacement;
    - b. the Contract Price has been reduced by Change Orders;
    - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
    - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. the Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. the Contract Price has been reduced by Change Orders;
  - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
  - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

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

#### 15.06 *Final Payment*

- A. *Application for Payment:*
  - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

**B. *Engineer's Review of Application and Acceptance:***

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

**C. *Completion of Work:*** The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

**D. *Payment Becomes Due:*** Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

#### 15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such other adjacent areas;
  - 2. correct such defective Work;
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

### **17.01 *Methods and Procedures***

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
  - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  - 2. agree with the other party to submit the dispute to another dispute resolution process; or
  - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18 – MISCELLANEOUS**

### **18.01 *Giving Notice***

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

### **18.02 *Computation of Times***

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### **18.03 *Cumulative Remedies***

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (ACEC/NSPE/ASCE) Document No. EJCDC C-700 (Rev. 1), 2013 edition and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.01 The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (No. EJCDC C-700 (Rev. 1), 2013 Edition) have the meanings assigned to them in the Standard General Conditions.

SC-6.03.A The limits of liability for the insurance required by paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or where required by Law and Regulations.

Worker's Compensation, Employer's Liability etc., (under paragraphs 6.03.A.1 and 6.03.A.3 of the General Conditions):

- (1) State Coverage A: Statutory
- (2) Applicable Federal: Statutory
- (3) Employer's Liability:

Each Accident	<u>\$ 500,000</u>
Each Employee	<u>\$ 500,000</u>
Disease	<u>\$ 100,000</u>

6.03.B thru 6.03.E of the General Conditions which shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- (1) Commercial General  
Liability (Bodily Injury and  
Property Damage single limit  
each occurrence): \$ 1,000,000
- (2) Umbrella Liability \$ 2,000,000
- (3) Business Automobile Liability:  
Combined Single Limit -  
(Bodily Injury and Property Damage)  
\$ 1,000,000 Each Occurrence

SC-6.03.G Additional Insureds:

Owner:  
City of Winter Garden  
300 West Plant Street  
Winter Garden, FL 34787

Engineer:  
AtkinsRealis  
482 South Keller Road  
Orlando, FL 32810

The Contractual Liability coverage required by paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts:

- |     |   |                     |
|-----|---|---------------------|
| (1) | Each Aggregate  | <u>\$ 1,000,000</u> |
| (2) | Each Occurrence<br>(Bodily Injury and Property<br>Damage) | <u>\$ 1,000,000</u> |

SC-6.05.A Revise paragraph 6.05.A of the General Conditions as follows:

6.05.A.2 Include coverage for hurricanes and sinkholes.

6.05.A.13 Delete paragraph 6.05A.13 in its entirety and replace with the following:

Be maintained in effect until Final Completion, unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty (30) days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph 6.05 shall comply with the requirements of GC-6.07.

SC-7.01.B Add to the end of 7.01.B "Resident superintendent shall be fluent in English."

SC-7.02 Add the following sub-paragraphs immediately after paragraph 7.02.B of the General Conditions which are to read as follow:

7.02.B.1 Maintenance work may be performed during hours other than regular working hours. Regular Working Hours shall be between 7 am and 5 pm and not more than eight (8) hours per day forty (40) hours per week, Monday through Friday, excluding City holidays. Requests to Work during other than regular working hours must be submitted to the OWNER at least seventy-two (72) hours in advance of the period proposed for such irregular working hours and shall set forth the proposed schedule for such hours to give the OWNER ample time to arrange for its personnel to be at the site of the Work..

7.02.B.2 The OWNER will pay for charges of ENGINEER and construction observation performed during regular working hours. The CONTRACTOR shall pay for additional engineering and construction observation charges required during irregular hours which may be authorized under the provisions of paragraph 7.02.B.1

7.02.B.3 The CONTRACTOR shall also pay for the costs of additional engineering charges and construction observation required during the correction of defective Work. Such additional costs incurred during irregular working hours and during the correction of defective Work, shall be subsidiary obligation of the CONTRACTOR and no extra payment shall be made by the OWNER on account of such Work.

7.04 Delete the first paragraph in 7.04.A of the General Conditions in its entirety and insert the following in its place:

7.04.A ENGINEER and OWNER have no obligation to consider "or equal" items or substitutions unless such items are specifically identified in Section 00300 by CONTRACTOR at the time of bid. All "or equal" items and substitute items must be identified at the time of bid. It is the OWNER's sole prerogative to have ENGINEER review proposals, other than those identified in Section 00300, proposed by CONTRACTOR during the course of the Work. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality

required. Unless the specification or description contains or is followed by words “or equal” or “or approved equal” no substitution is permitted. Other items of material or equipment of other Suppliers will be reviewed by ENGINEER, with OWNER’s approval, if the material or equipment is not named in Section 00300.

SC-7.07 Add the following to the end of paragraph 7.07.A in the General Conditions:

“The OWNER, prior to the advertisement of the Project, has applied for or has secured permits and/or licenses for the Project as referenced on Drawings: Permits and Fees. The CONTRACTOR shall obtain and pay for all other construction permits required.”

SC-7.11 Add a new subparagraph after paragraph 7.11.A to read as follows:

7.11.B Prior to commencing work, the CONTRACTOR shall have a continuous color audio-video DVD recording taken of the entire project site to save as a record of pre-construction activities.

SC-7.12.C The OWNER does not have safety programs that are specifically applicable to the Work. All safety programs associated with the Work shall be the responsibility of the CONTRACTOR.

SC-7.12.D Replace paragraph 7.12.D with the following:

“Contractor’s duties and responsibilities for safety and protection of the Work shall continue until Final Completion and at all times during the correction period that Contractor, subcontractor, supplier, or any other individual directly or indirectly employed by any of them are on site to perform work.”

SC-7.12 Add the following paragraph 7.12.H

“The CONTRACTOR shall be completely responsible for any tanks, wet wells or similar structures that may become buoyant during the construction and modification operations due to the ground water or floods and before the structure is put into operation. Should there be any possibility of buoyancy of a structure, the CONTRACTOR shall take the necessary steps to prevent its buoyancy either by increasing the structures weight, by filling it with approved material or other acceptable methods. The proposed final structures have been designed against buoyancy; however, during various construction stages, methods employed by the CONTRACTOR and other conditions which may affect the buoyancy, the CONTRACTOR shall take the necessary precautions against buoyancy. Damage to any structures due to floating or flooding shall be repaired or the structures replaced at the CONTRACTOR’s expense.”

SC-7.16.E.1 Add the following at the end of paragraph 7.16.E.1 in the General Condition:

“Shop Drawings and other submittal data shall be reviewed by the ENGINEER for each original submittal and first re-submittal; thereafter, the CONTRACTOR shall reimburse OWNER for services rendered by ENGINEER for review time and other associated costs of subsequent resubmittals.”

SC-7.20 Add the following new paragraphs after paragraph 7.19 of the General Conditions to read as follows:

7.20 Additional Costs: The CONTRACTOR shall reimburse the OWNER for services rendered by the ENGINEER when made necessary by the following:

7.20.1 Work damaged by fire, flood, lightning, or any other cause during construction.

7.20.2 Default by CONTRACTOR or any Subcontractor.

SC-8.01.D In the first sentence of paragraph 8.01.D amend “promptly” to read “within three (3) days.”

Amend the last sentence to read, “Contractor’s failure to so report within three (3) days will constitute an acceptance of such other work as fit and proper for integration with Contractor’s Work except for latent defects and deficiencies in such other work.”

SC-10.07.A Add the following sentences to the end of paragraph 10.07.A of the General Conditions:

“No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which the ENGINEER has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in ENGINEER’s decision being final and binding upon the OWNER and the CONTRACTOR. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.”

SC-11.02.B Add the following new paragraphs after paragraph 11.02.A of the General Conditions:

&

SC-11.02.C

11.02.B At anytime, ENGINEER may request a quotation from CONTRACTOR for a proposed change in the Work. Within seven (7) calendar days after receipt of a request for a quotation for a proposed change, the CONTRACTOR shall submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time for the proposed change. ENGINEER shall have twenty-one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with Articles 13 and 14 of the General Conditions and in sufficient detail to permit an analysis by ENGINEER of all material, labor, equipment, subcontract, and overhead costs and fees and shall cover all Work involved in the change, whether such Work was deleted, added, changed, or impacted. Any amount claimed for subcontracts shall be similarly supported. Notwithstanding the request for quotation, the CONTRACTOR shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed quotation will be considered a non-prejudicial delay as defined in the Supplementary Conditions.

11.02.C The adjustment in Contract Price and/or Contract Time stated in a Change Order shall comprise the total price and/or time adjustment due or owed the CONTRACTOR for the Work or changes defined in the Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price and/or time adjustments include the costs and delays for all Work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay, acceleration and cumulative impacts or ripple effect on all other non-affected Work under this contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in the Contract Price or Contract Time as a result of increases

or decreases in costs and time of performance caused directly and indirectly from the change, subject to the current scope of the entire Work as set forth in the Contract Documents. Acceptance of the Change Order constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract Documents, and that the CONTRACTOR will waive all rights to file a claim on this Change Order after it is properly executed.

SC-11.04.C.2 Delete paragraph 11.04.C.2.a in its entirety and insert the following in its place:

11.04.C.2.a For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee (profit) shall be 10 percent;

Delete paragraph 11.04.C.2.b in its entirety and insert the following in its place:

11.04.C.2.b For cost incurred under Paragraph 13.01.B.3, the Contractor's fee (profit) shall be five percent.

SC-11.05 Delete paragraph 11.05 of the General Conditions in its entirety and insert the following in its place:

11.05.A The Contract Time may be changed only by a Change Order. Any claim for an extension or shortening in the Contract Time shall be based on written notice delivered to the OWNER and ENGINEER within fifteen (15) days from detection or the beginning of any event or circumstance giving rise to an Excusable or Compensable Delay and setting forth the general nature of the cause of delay. Within thirty (30) days of any such detection or beginning of event, the CONTRACTOR shall provide the analysis and documentation required to ascertain the facts and shall provide a written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. No claim by the CONTRACTOR under this provision shall be allowed unless the CONTRACTOR has given the notice and the analysis and documentation required in this paragraph, or if asserted after final payment.

11.05.B No forfeiture due to delay shall be made because of any Excusable and Prejudicial Delays in the completion of the entire Work or a specified part thereof. Any such delays shall not entitle the CONTRACTOR to any change in Contract Price. The sole remedy of the CONTRACTOR shall be an extension of the Contract Time pursuant to this Article.

11.05.C No forfeiture due to delay shall be made because of any Compensable and Prejudicial Delays in the completion of the Work or a specified part thereof. Any such delays will entitle the CONTRACTOR solely to an extension of the Contract Time pursuant to this Article.

11.05.D No extensions of Contract Time or increases in Contract Price shall be granted for Nonprejudicial Delays of any type or for Inexcusable Delays, unless otherwise agreed to by the OWNER at his sole discretion.

SC-15.01 Delete subparagraph 15.01.D of the General Conditions and replace it with the following sentence:

"Thirty (30) days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions

of the last sentence of paragraph 15.01.B) become due and payable by OWNER to CONTRACTOR.”

SC-15.08.A Add a new paragraph 15.08.A.5:

“When deemed necessary by OWNER, CONTRACTOR shall furnish and install at no cost to OWNER, such temporary equipment and material necessary to maintain functionality of the Work while defective Work is being corrected or replaced.”

SC-15.08.B Revise the first (1<sup>st</sup>) sentence of paragraph 15.08.B as follows:

“..., or in an emergency where delay would cause risk of loss, damage, present a threat to OWNER or the public, the environment or cause or present a threat of violation of any Laws and Regulations, OWNER may...”

SC-18.01 Add the following after paragraph 18.01.A.2:

18.01.A.3. Delivered by an independent carrier than can substantiate delivery with a tracking number and name of an individual or member of the firm accepting receipt.”

SC-18.09 &  
SC-18.10 Add the two paragraphs immediately after paragraph 18.08 of the General Conditions which are to read as follows:

18.09 The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the ENGINEER.

18.10 All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of the Agreement. Also, the obligation of the CONTRACTOR to maintain the Work until Substantial Completion shall survive final payment and termination or completion of the Agreement.

END OF SECTION

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Kelly Carson, Planning Director

**Via:** City Manager Jon C. Williams

**Date:** January 2, 2025                      **Meeting Date:** January 9, 2025

**Subject:** Professional Services Agreement with Inspire Placemaking Collective

**Issue:** Inspire Placemaking Collective has submitted a Professional Services Agreement to aid City staff in the preparation and transmittal of the City's Comprehensive Plan Update.

**Discussion:**

The City of Winter Garden's Comprehensive Plan is in need of significant updates to meet current State statutory requirements and to ensure the City has a cohesive vision for future development that reflects the needs and goals of our community.

Inspire Placemaking Collective has submitted a Professional Services Agreement to aid the City in completing this task. The project scope includes data collection and analysis, creation of a project website, stakeholder interviews and community workshops, creating the new Comprehensive Plan Document, and aiding with State and local plan approvals.

Inspire Placemaking Collective is one of the firms that was recently awarded a Continuing Services contract for Planning Services via RFQ 24-005. They are a local planning firm based in Orlando with a team of 21 planners that have more than 300 years of collective experience. They have assisted with 63 comprehensive planning projects for other jurisdictions, and the City believes they have the experience and knowledge needed to help achieve a streamlined and thorough comprehensive plan update process.

**Recommended Action:**

Staff recommends approval of the Professional Services Agreement with Inspire Placemaking Collective in the amount of \$299,640.

**Attachment(s)/References:**

Professional Services Agreement



November 22, 2024

Kelly Carson  
Planning Director  
City of Winter Garden  
300 West Plant Street  
Winter Garden, FL 34787  
[kcarson@cwgdn.com](mailto:kcarson@cwgdn.com)

**Reference:** Winter Garden - Comprehensive Plan Update

Dear Ms. Carson:

Inspire Placemaking Collective, Inc. (Inspire) appreciates the opportunity to submit this task work order proposal to provide planning services to update the City's Comprehensive Plan. This proposed work order was prepared based on our response to Request for Qualifications RFQ #24-005 dated August 9, 2024, and discussions with City staff. We understand the City's Comprehensive Plan has not been significantly updated in twenty years and needs a full update to reflect current conditions and the desires of the community. This proposal is solely intended for the services described below.

## Project Information

Inspire understands that the City submitted its evaluation and appraisal letter to the state in May of this year indicating that the Comprehensive Plan was in need of major amendments to address changes in legislation and changes in local conditions. As such, the City has until May of 2025 to prepare the plan update for transmittal. However, after reviewing the plan and discussing the update with staff, it was determined that a more robust planning process is needed in order to engage the community in a meaningful way and to establish the vision that will be represented in the plan.

## Scope of Services

Inspire proposes to offer the following services as part of this proposal:

### **TASK 1. Kickoff Meeting & Data Collection**

Inspire will facilitate a kickoff meeting with City staff and Inspire's key team members at City Hall. Inspire will prepare a meeting agenda and project timeline for discussion and approval. At this meeting, project roles and assignments, project milestones, data collection, points of contact, and the overall schedule will be discussed. We will also discuss and clearly identify project deliverables and a process for City staff review. Following the meeting, Inspire will provide City staff with a summary of the items that were discussed.

As part of the initial kickoff agenda, Inspire will include a list of data needs. We will also discuss the best method for sharing and coordinating the data across our organizations. We will coordinate with staff to ensure specific information is provided regarding existing documentation, including the current adopted goals, objectives and policies, data and analysis, water supply plan, future land use map, GIS data related to the comprehensive plan, past evaluation and appraisal report(s), and recent or pending plan amendments. As the data is collected, we will create a log of data received to ensure the information being utilized in the plan is current and accurate.

**TASK 1 DELIVERABLES:**

- Kickoff Agenda/Data Request
- Kickoff Summary
- Data Collection Log

**TASK 2. Project Brand and Project Website**

Inspire’s Graphic Design Team will collaborate with City Staff to develop a project brand. The project branding will strengthen communication throughout the development of the Comprehensive Plan update. Inspire will generate up to three design concepts based on an initial meeting with the City and provide two rounds of edits to finalize. The final brand will then be utilized on all planning-related documents and community outreach materials developed for the project. Inspire will provide up to two rounds of revisions for the chosen branding concept.

Immediately following approval of the project brand, Inspire will develop the project website utilizing Social Pinpoint, an online community engagement platform, to provide a branded and customizable website that will function as the primary method of communication between the public and the Project Team throughout the duration of the project. The project website will have two overarching goals – to inform and engage. There are a number of community engagement tools available through Social Pinpoint that can be utilized on this project. Inspire recommends conducting an online survey and interactive community idea wall for the initial website setup. To promote the project website, Inspire will coordinate with the City Staff to develop a project business card and three branded digital posts using the City’s preferred social media platforms and provide up to two rounds of revisions for each post.

**TASK 2 DELIVERABLES:**

- Branding Concepts
- Project Business Card
- Project Website & Online Survey
- Social Posts

**TASK 3. Interview Sessions**

Utilizing City staff’s curated list of key community members, Inspire will coordinate with staff to schedule and conduct interviews at City Hall over the course of two (2) days. Additional follow-up interviews (up to 10 one-hour virtual meetings) will be conducted as determined by the project team. Inspire will prepare a branded email that invites the

community members to participate in the interview sessions with the ability to sign up for a specific timeslot that works best for them.

Another important engagement is incorporating the City's departments that are responsible for specific services or infrastructure that are included in the Comprehensive Plan. Inspire will facilitate a 3-hour session with the directors of the departments to ensure a line of communication is created and to allow for sharing of data and plans that may impact the Data & Analysis. Following the completion of the sessions, Inspire will summarize the input from the interviewees.

**TASK 3 DELIVERABLES:**

- Graphic Communications
- Interview Sessions Summary

**TASK 4. Pop-Up Events**

Inspire will coordinate with City staff to identify up to three (3) pop-up events that generate large crowds of residents. These events are great for engaging the community where they are. Inspire will prepare a mobile exercise and work with City staff to incorporate leave behinds or other materials to drive traffic to the project website.

**TASK 4 DELIVERABLES:**

- Mobile Exercise

**TASK 5. Community Workshop (1 of 3) – “Where are we now?”**

Understanding that the City desires the updated Comprehensive Plan to implement the community's vision, Inspire proposes a three-part series of workshops. Prior to the first workshop, Inspire will develop a PowerPoint presentation, engagement activities, and two branded social media posts promoting the workshop using the City's preferred platforms. Our team will work with City Staff to revise each of the materials based on input from staff.

The first public workshop will act as an introduction to the project and initial step of the visioning process for the Winter Garden community. At the workshop, Inspire will provide a presentation which discusses the project scope and timeline, explains the importance of updating the plan, promotes the project website, and describes the workshop activities. The intent of the first workshop's engagement activities is to empower participants to the answer the question “*Where is Winter Garden now?*” by asking attendees to identify the challenges and opportunities which should be addressed within the Plan. A workshop summary will be submitted to City Staff for review. Once finalized, the summary will be posted on the project website for the public to view or download.

**TASK 5 DELIVERABLES:**

- Presentation
- Workshop Activities
- Workshop Summary
- Social Posts

## **TASK 6. Update Data and Analysis**

Recent changes to 163.3191 now require EAR updates to include at a minimum two planning periods – a 10- and 20-year planning period, which means the horizon of the updated plan must be 2045. Recognizing that MetroPlan is updating the Long Range Transportation Plan to 2050, Inspire recommends extending the horizon to be consistent with the LRTP. This will require new population projections that extend to the chosen horizon year.

Utilizing the approved projection, Inspire will update the Data & Analysis sections for each element of the plan. Future and existing deficits will be identified in the transportation, utilities, parks, and infrastructure systems. The Winter Garden housing inventory will be analyzed to understand the current conditions and trends. This information will form the quantitative basis for the update of the goals, objectives, and policies – while the visioning process will become the qualitative basis. The Future Land Use Map series will be updated to reflect the current City boundary and any other changes since the last Comprehensive Plan update. Additionally, Inspire will analyze joint planning activities for its potential impact on growth in the City, if or when extraterritorial areas are annexed. Recently crafted plans (i.e., East Winter Garden Plan, Septic-to-Sewer Plans, CRA Plan, MetroPlan LRTP, Streetscape Plan, LYNX TDP, Stormwater Plans, & Parks Plans) will be evaluated and incorporated as applicable.

### **TASK 6 DELIVERABLES:**

- Draft Data & Analysis for each element
- Draft Maps (including future land use map series – required by Florida Statutes)

## **TASK 7. State Statutes Matrix**

Based on a thorough review of the Comprehensive Plan and changes in state statutes since the last Plan update, Inspire will create a matrix. Inspire will identify in the matrix if the statute changes have already been addressed or if changes are necessary to the goals, objectives, and policies, which will be organized by the year the statutes were changed. This matrix will provide the foundation of the breadth and scope of the amendments needed to satisfy the requirements of Section 163.3191, F. S. Inspire will review the completed statute matrix with City staff and provide a column in the matrix to allow for staff responses.

### **TASK 7 DELIVERABLES:**

- Draft Statutes Matrix

## **TASK 8. Public Workshop (2 of 3) – “Where do we want to go?”**

Prior to the second public workshop, Inspire will work with City Staff to develop materials for the upcoming event, including a presentation, meaningful public input activities, and two promotional social media posts. The meeting will begin with a presentation highlighting the input received during prior public engagement activities (workshops,

interview sessions, and website input), the preliminary findings of the Data & Analysis process, and the next steps in the plan update process. Workshop attendees will then be asked to participate in a series of engagement activities designed to evoke a common vision (or answer the question “*Where do we want to go?*”) for the future of the Winter Garden community.

A summary of the event will be submitted to City Staff for review with up to two rounds of revisions. Once finalized, the workshop summary will be posted on the project website for the public to review and download.

**TASK 8 DELIVERABLES:**

- Presentation
- Workshop Activities
- Workshop Summary
- Social Posts

**TASK 9. Public Workshop (3 of 3) – “How do we get there?”**

After the completion of the second workshop, Inspire will begin preparations for the third and final public workshop. Unlike the prior two workshops, this event will focus on strategies to implement the vision. Inspire will work directly with the community through specifically curated activities that elicit input on strategies that the community would like to be included in the updated Plan. The intent of this engagement is to answer the question “*How do we get there?*” and to ensure the community has an active role in developing strategies that will implement their vision for the City. Proposed strategies will be organized by topic area.

Inspire will develop two social media posts to help promote the event and will draft a meeting summary after the workshop concludes. All three items will include up to two rounds of revisions based upon feedback provided by Staff. Once finalized, the public workshop summary will be uploaded to the project website for review and download.

**TASK 9 DELIVERABLES:**

- Presentation
- Workshop Activities
- Workshop Summary
- Social Posts

**TASK 10. Update Goals, Objectives, and Policies (GOPs)**

Following the completion of the visioning process and the data and analysis, the goals, objectives, and policies of the comprehensive plan will be amended (utilizing strike-through and underline) to incorporate the City’s vision, address deficiencies, and establish a framework for the future of Winter Garden through 2045 (or 2050 as determined by the City). The following elements comprise the City’s adopted Plan.

- Chapter 1 – Future Land Use Element
- Chapter 2 – Multimodal Transportation Element

- Chapter 3 – Housing Element
- Chapter 4 – Public Facilities Element
- Chapter 5 – Conservation Element
- Chapter 6 – Recreation and Open Space Element
- Chapter 7 – Intergovernmental Coordination Element
- Chapter 8 – Capital Improvement Element
- Chapter 9 – Public Schools Facilities Element
- Chapter 10 – Property Rights Element (new)

**TASK 10 DELIVERABLES:**

- Draft Goals, Objectives, and Policies

**TASK 11. Sharing Amendments**

When the draft Data & Analysis and GOPs are finalized and approved by staff, Inspire recommends spending time with the community to share the changes to the Plan. During two open houses, Inspire will share the highlights of the changes to each of the elements and provide an opportunity for the community to provide input on the updated Plan. Inspire can also post the drafts on the project website for a set period of time for input, if the City determines this is needed. At the conclusion of this process, Inspire will coordinate with staff to evaluate the input received and determine what changes are necessary.

**TASK 11 DELIVERABLES:**

- Open House Materials
- Draft Changes to the Plan

**TASK 12. Approval Process**

After the plan has been reviewed by City staff, and is acceptable to advance to the adoption phase, Inspire will attend and present the new Comprehensive Plan at the following meetings:

- a) **Planning & Zoning Board (Local Planning Agency):** Inspire will present the draft Comprehensive Plan to the Planning & Zoning Board (Local Planning Agency) at an advertised public hearing. Any input received will be incorporated into the Plan, to be presented to the City Commission.
- b) **City Commission:** Inspire will present the draft Comprehensive Plan to the City Commission at the transmittal hearing.
- c) **State Agency Review:** Based on this approach, the plan will be reviewed by state agencies through the state coordinated review process, which provides for a 60-day review period. Following the review period, reviewing agencies will provide comments to the City directly.
- d) **Agency Comments:** Inspire will update the draft to incorporate comments received from state agencies at the City’s discretion.
- e) **City Commission Adoption:** Inspire will present the final Comprehensive Plan to the City Commission at the adoption hearing.

**TASK 12 DELIVERABLES:**

- Presentation
- Draft Changes to the Plan
- Agency Coordination
- Finalized Plan

**Fee**

Our professional fee for the above-described services shall be a lump sum of **\$299,640** to be invoiced on a percent complete basis per the following fee schedule.

Task	Fee
Task 1. Kick-off Meeting & Data Collection	\$11,800
Task 2. Project Brand and Project Website	\$23,765
Task 3. Interview Sessions	\$14,750
Task 4. Pop-Up Events	\$9,800
Task 5. Community Workshop (1 of 3) – “Where are we now?”	\$13,400
Task 6. Update Data and Analysis	\$84,925
Task 7. State Statutes Matrix	\$8,400
Task 8. Public Workshop (2 of 3) – “Where do we want to go?”	\$13,400
Task 9. Public Workshop (3 of 3) – “How do we get there?”	\$13,400
Task 10. Update Goals, Objectives, and Policies (GOPs)	\$82,650
Task 11. Sharing Amendments	\$12,850
Task 12. Approval Process	\$10,500
<b>TOTAL</b>	<b>\$299,640</b>

Included in the above fees are reimbursable expenses incurred on the project’s behalf, including mileage, printing, plotting, photocopies, reproduction, postage, express mail and/or courier services.

Inspire will bill monthly for all work performed and expenses incurred on the project's behalf.

Should conditions be encountered such that additional services appear to be in the best interest of the project, we will contact you with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization from you.

**Schedule**

The proposed services will be completed within fifteen (15) months from the issuance of a notice to proceed.

## Exclusions

Without intending to provide an exhaustive list or description of all services or potential services that may be required and that Inspire can provide, the following services are specifically excluded from this proposal:

- Updating the Land Development Code or related ordinances
- Updating development review procedures
- Illustrative renderings, 3D graphic imagery, and perspective renderings
- Developing new elements not included in this proposal
- Preparing small area plans

## Authorization

Work performed by Inspire will be in accordance with our Continuing Services Contract with the City of Winter Garden.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services.

If you choose to accept this proposal by e-mail, your reply e-mail acceptance will serve as your representation to Inspire that you have reviewed the proposal and hereby accept it as written.

## Closure

We appreciate the opportunity to be of service to you. If you have any questions regarding the outlined scope of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

**Inspire Placemaking Collective, Inc.**



Eric Raasch, AICP  
Principal



George M. Kramer, AICP, LEED AP  
President

**AGREED BY:**

\_\_\_\_\_

Name

\_\_\_\_\_

Date

\_\_\_\_\_

Title

\_\_\_\_\_

Jurisdiction

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Kelly Carson, Planning Director

**Via:** City Manager Jon C. Williams

**Date:** January 2, 2025                      **Meeting Date:** January 9, 2025

**Subject:** 321 N Hennis Road (Park Industrial New Office)  
**Site Plan Approval**  
**PARCEL ID#** 13-22-27-0000-00-032

**Issue:** The applicant is requesting Site Plan Approval for the property located at 321 N Hennis Road.

**Discussion:**

The applicant is proposing to demolish two buildings including the 35,813 square foot Diamond R Fertilizer plant and refurbish several existing buildings. The project consists of associated parking and landscaping improvements.

The 7.06 +/- acre subject property is designated I (Industrial) on the City's Future Land Use Map and is zoned I-2 (General Industrial District).

**Recommended Action:**

Staff recommends approval of the proposed Site Plan subject to the conditions of the DRC staff report dated December 31, 2024. Development of the property is consistent with the City's Comprehensive Plan and the property's I-2 zoning requirements.

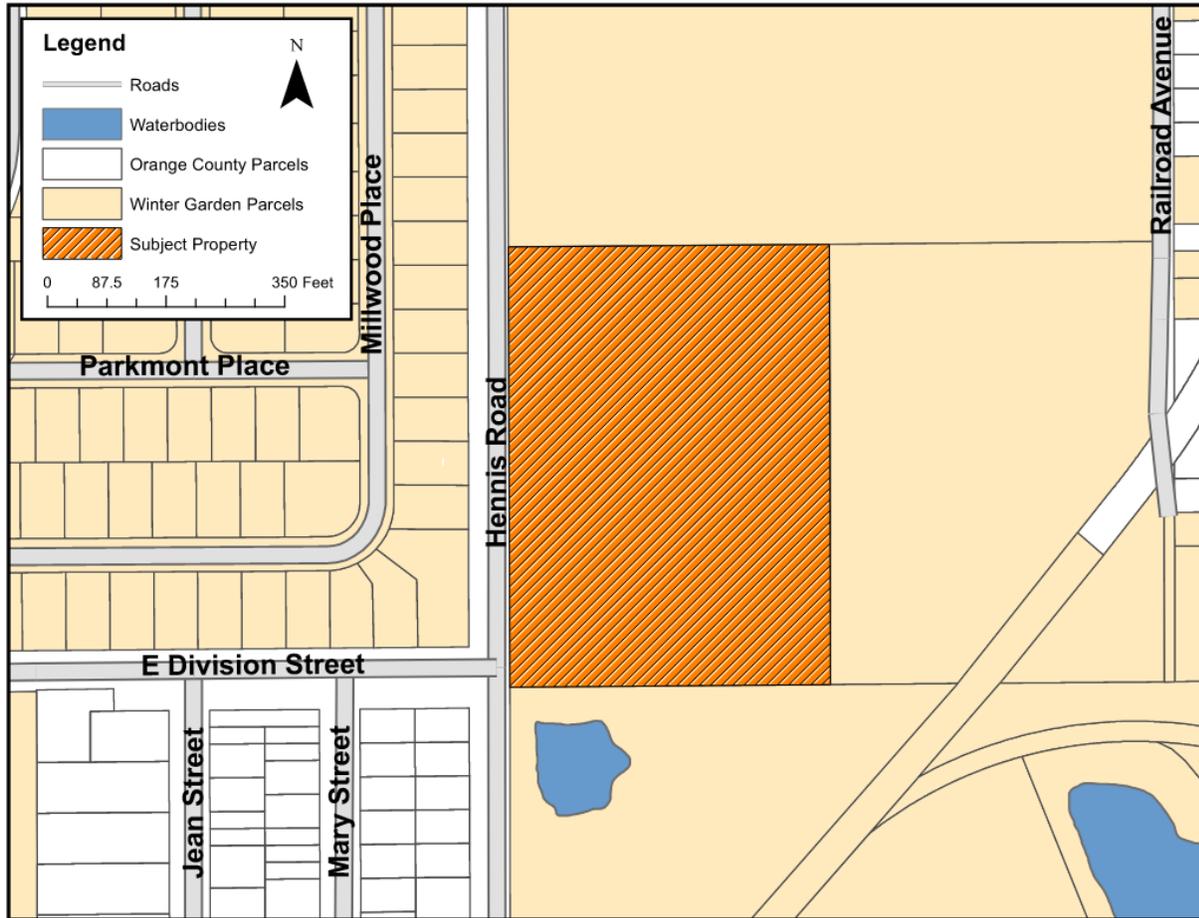
**Attachment(s)/References:**

- Location Map
- Civil Plans
- 3-D Elevations
- DRC Combined Comments

# LOCATION MAP

321 N Hennis Road

Site Plan Approval



**AERIAL MAP**



# CONSTRUCTION PLANS HENNIS ROAD IOS

WINTER GARDEN

ADDRESS:  
321 HENNIS ROAD, WINTER GARDEN, FL 34787

**VICINITY MAP**



**PLANSHEETS**

- △ C0.0 COVER SHEET
- △ C1.0 GENERAL NOTES
- △ C2.0 EROSION CONTROL NOTES AND DETAILS
- △ C3.0 EXISTING CONDITIONS AND DEMOLITION PLAN
- △ C4.0 SITE PLAN
- △ C5.0 PAVING, GRADING, & DRAINAGE PLAN
- △ C6.0 UTILITY PLAN
- △ C7.0-C7.1 GENERAL CONSTRUCTION DETAILS
- △ C8.0-C8.5 WINTER GARDEN DETAILS
- △ L1-L2 LANDSCAPE PLAN
- △ I1-I2 IRRIGATION PLAN

**LEGAL DESCRIPTION:**

**PARCEL 1:**

BEGIN AT SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 27 EAST, RUN THENCE SOUTH 0°04' EAST, 9.43 FEET ALONG THE WEST LINE OF BLOCK 'E', OVERSTREET CRATE CO SUBDIVISION, AS RECORDED IN PLAT BOOK 'F\*', PAGE 9, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 89°50' EAST, 500.00 FEET; THENCE NORTH 0°09' WEST 500.00 FEET; THENCE SOUTH 89°50' WEST, 500.00 FEET TO THE WEST LINE OF THE AFORESAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 0°09' EAST 490.57 FEET TO THE POINT OF BEGINNING, LESS THE WEST 30 FEET THEREOF FOR HENNIS ROAD.

**PARCEL 2:**

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 27 EAST, RUN THENCE SOUTH 0°04' EAST 9.43 FEET ALONG THE WEST LINE OF BLOCK 'E', OVERSTREET CRATE CO SUBDIVISION, AS RECORDED IN PLAT BOOK 'F\*', PAGE 9, PUBLIC RECORDS OF [ORANGE COUNTY, FLORIDA; THENCE NORTH 89°30' EAST 3500.00 FEET; THENCE NORTH 0°09' WEST 3500.00 FEET TO THE POINT OF BEGINNING, CONTINUE THENCE SOUTH 89°30' WEST 500.00 FEET TO THE WEST LINE OF THE AFORESAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 0°09' WEST 150 FEET; THENCE NORTH 89°30' EAST 300 FEET; THENCE SOUTH 0°09' EAST 150 FEET TO THE POINT OF BEGINNING, LESS THE WEST 30 FEET THEREOF FOR HENNIS ROAD.

**UTILITY COMPANIES:**

WATER:	CITY OF WINTER GARDEN	407-656-4100
SEWER:	CITY OF WINTER GARDEN	407-656-3601
RECLAIM:	CITY OF WINTER GARDEN	407-656-4100
ELECTRIC:	DUKE ENERGY	407-905-3302

**OWNER**

DIAMOND FERTILIZER COMPANY INC  
4100 GLADES CUT OFF RD  
FT PIERCE, FL 34981

**DEVELOPER**

PARK INDUSTRIAL, LLC  
750 JACKSON AVE, SUITE 104  
WINTER PARK, FL 32789  
407-592-4487  
WILSON@PARK-INDUSTRIAL.COM

**LANDSCAPE ARCHITECT:**

L.R. HUFFSTETLER, INC.  
36955 LAKE YALE DRIVE  
GRAND ISLAND, FL 32735  
352-516-5254

**ENGINEER:**

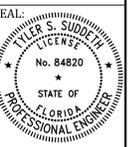
SUDDETH CIVIL LLC  
1135 E SR434, SUITE 3001  
WINTER SPRINGS, FL, 32708  
407-467-4484  
TYLER@SUDDETHCIVIL.COM

**SURVEYOR:**

MCMAHON SURVEYING AND MAPPING, LLC  
1960 TALL OAKS ROAD  
DELAND, FL 32720  
407-399-2044

NO.	DATE	BY	DESCRIPTION
1	12/11/24		RESPONSE
2			CITY COMMENT RESPONSE

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY TYLER S. SUDDETH, PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES



CONSTRUCTION PLANS  
HENNIS ROAD IOS  
COVER SHEET  
WINTER GARDEN

PROJECT NO. 001014  
ISSUE DATE 11/19/2024

SHEET  
**C0.0**

GENERAL
<p>LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE EXISTING UTILITY INFORMATION SHOWN IS BASED ON THE TOPOGRAPHIC SURVEY PROVIDED BY MCMAHON SURVEYING AND MAPPING. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES, AFFECTING THIS AREA PRIOR TO CONSTRUCTION WORK.</p> <p>1. PRIOR TO THE INITIATION OF SITE CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ANY EXISTING UTILITIES INCLUDING GAS, WATER, ELECTRIC, CABLE TV, COMMUNICATIONS, SANITARY SEWERS AND STORM DRAINAGE SYSTEMS, ON AND / OR ADJACENT TO THE SITE. REMOVE OR CAP AS NECESSARY.</p> <p>2. THE CONTRACTOR SHALL EXERCISE CAUTION IN AREAS OF BURIED UTILITIES AND SHALL CALL "SUNSHINE" AT 1-800-432-4770 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION TO ARRANGE FOR FIELD LOCATIONS OF BURIED UTILITIES.</p> <p>3. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED, BY THE CONTRACTOR OR SUB-CONTRACTORS, AS CALLED FOR IN THESE CONTRACT DOCUMENTS.</p> <p>4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS SPECIFIED BY THE VARIOUS GOVERNMENTAL AGENCIES AND THE ENGINEER. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY INSTRUCTION/REQUIREMENTS.</p> <p>5. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, ON ALL PRECAST AND MANUFACTURED ITEMS, TO THE OWNER'S ENGINEER FOR REVIEW. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.</p> <p>6. ALL UTILITY SERVICE STUB-OUTS (WATER, SANITARY SEWER, etc.) ARE TO BE INSTALLED WITHIN 5' OF THE POINT ON CONNECTION TO THE BUILDING(S), UNLESS OTHERWISE NOTED ON PLANS.</p> <p>7. CONTRACTOR TO COORDINATE WITH THE APPLICABLE ELECTRIC UTILITY SUPPLIER REGARDING ANY NECESSARY RELOCATION(S) OF UNDERGROUND AND/OR OVERHEAD ELECTRIC FACILITIES, AND FOR THE LOCATION AND INSTALLATION OF TRANSFORMER PAD(S) AND ASSOCIATED ELECTRIC FACILITIES.</p> <p>8. SAFETY.</p> <p>8.1. DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF HIS/HER PERSONNEL.</p> <p>8.2. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA.</p> <p>8.3. THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF "THE STATE OF FLORIDA, MANUAL ON TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS" SHALL BE FOLLOWED IN THE DESIGN, APPLICATION, INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND CONSTRUCTION PERSONNEL FROM HAZARDS WITHIN THE PROJECT LIMITS.</p> <p>8.4. ALL TRAFFIC CONTROL MARKINGS AND DEVICES SHALL CONFORM TO THE PROVISIONS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PREPARED BY THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION.</p> <p>8.5. ALL SUBSURFACE CONSTRUCTION SHALL COMPLY WITH THE "TRENCH SAFETY ACT". THE CONTRACTOR SHALL INSURE THAT THE METHOD OF TRENCH PROTECTION AND CONSTRUCTION IS IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS.</p> <p>8.6. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.</p> <p>9. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AN R-O-W UTILIZATION PERMIT (IF REQUIRED) FOR CONSTRUCTION OF THE PROPOSED UTILITIES. THIS PERMIT MUST BE OBTAINED BY A CLASS A GENERAL CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. THESE PLANS AND ANY SUBSEQUENT REVISIONS TO THESE PLANS, THAT ARE ISSUED BY THE ENGINEER, WILL BE SUBJECT TO THE APPROVAL CONDITIONS OF THIS PERMIT.</p> <p>10. THE GRAPHIC INFORMATION DEPICTED ON THESE PLANS HAS BEEN COMPILED TO PROPORTION BY SCALE AS ACCURATELY AS POSSIBLE. HOWEVER, DUE TO REPRODUCTIVE DISTORTION, REDUCTION, AND/OR REVISIONS, INFORMATION CONTAINED HEREIN IS NOT INTENDED TO BE SCALED FOR CONSTRUCTION PURPOSES.</p> <p>11. ALL SPECIFICATIONS AND DOCUMENTS REFERENCED HEREIN SHALL BE OF THE LATEST REVISION.</p> <p>12. ALL UNDERGROUND UTILITIES MUST BE IN-PLACE, TESTED AND INSPECTED PRIOR TO BASE AND SURFACE CONSTRUCTION.</p> <p>13. WORK PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH ANY OTHER WORK BEING PERFORMED ON SITE BY OTHER CONTRACTORS/SUBCONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE GENERAL CONTRACTOR TO COORDINATE AND SCHEDULE HIS/HER ACTIVITIES ACCORDINGLY.</p> <p>14. FIRE LINE IS DESIGNED BY OTHERS AND IS SHOWN FOR COORDINATION PURPOSES ONLY. FIRE LINES SHALL BE INSTALLED BY A CONTRACTOR, DULY LICENSED BY THE STATE OF FLORIDA FIRE MARSHALL'S OFFICE. CONTRACTOR TO VERIFY REQUIREMENTS PRIOR TO CONSTRUCTION OF THE FIRE PROTECTION SYSTEM.</p> <p>15. ALL CONCRETE SIDEWALKS SHALL BE CONSTRUCTED PER LATEST FDOT DESIGN INDEX</p> <p>16. SITEWORK SHALL COMPLY WITH FLORIDA BUILDING CODE AND FLORIDA ACCESSIBILITY CODE.</p> <p>17. ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN A MANNER APPROVED BY ALL JURISDICTIONAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED. ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES WITHIN 24 HOURS AFTER DISCOVERY IS MADE.</p>

STORM DRAINAGE
<p>1. STANDARD INDEXES REFER TO THE 2023/2024 EDITION OF F.D.O.T. "ROADWAY AND TRAFFIC DESIGN STANDARDS."</p> <p>2. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS III (ASTM C-76) UNLESS OTHERWISE NOTED ON PLANS. ALL DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS UNLESS OTHERWISE NOTED ON PLANS.</p> <p>3. PIPE LENGTHS SHOWN ARE APPROXIMATE AND TO CENTER OF DRAINAGE STRUCTURES, WITH THE EXCEPTION OF MITERED END AND FLARED END SECTIONS, WHICH ARE NOT INCLUDED IN LENGTHS.</p> <p>4. ALL DRAINAGE STRUCTURE GRATES AND COVERS, EITHER EXISTING OR PROPOSED SHALL BE TRAFFIC RATED FOR H-20 LOADINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY NECESSARY UPGRADES TO EXISTING DRAINAGE STRUCTURES.</p> <p>5. CONSTRUCTION OF THE ENTIRE STORMWATER MANAGEMENT SYSTEM SHOWN ON THE PLANS MUST BE COMPLETE AND ALL DISTURBED AREAS STABILIZED IN ACCORDANCE WITH THE PERMITTED PLANS AND CONDITIONS PRIOR TO ANY OF THE FOLLOWING: ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY FOR ANY LOT; INITIATION OF INTENDED USE OF THE INFRASTRUCTURE; OR TRANSFER OF RESPONSIBILITY FOR MAINTENANCE OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.</p> <p>6. THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORM WATER PIPING PER JURISDICTION REGULATIONS (MANUFACTURER'S RECOMMENDATIONS SHALL BE UTILIZED IF MORE STRINGENT).</p> <p>7. STORM WATER PIPES, STRUCTURES, MINIMUM COVER AND INSTALLATION PROCEDURES TO BE IN ACCORDANCE WITH CITY OF WINTER GARDEN SPECIFICATIONS.</p> <p>8. ALL DRAINAGE PIPES SHALL BE FILTER FABRIC WRAPPED PER FDOT STANDARD DESIGN INDEX (2023).</p>

DRAINAGE TESTING AND INSPECTION
<p>1. THE STORM DRAINAGE PIPING SYSTEM SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL. CONTRACTOR TO NOTIFY THE ENGINEER 2 FULL BUSINESS DAYS IN ADVANCE TO SCHEDULE INSPECTION.</p> <p>2. THE CONTRACTOR SHALL MAINTAIN AND PROTECT FROM MUD, DIRT, DEBRIS, ETC. THE STORM DRAINAGE SYSTEM UNTIL FINAL ACCEPTANCE OF THE PROJECT. THE STORM SYSTEM WILL BE RESPECTED BY THE OWNER'S ENGINEER PRIOR TO APPROVAL FOR CERTIFICATE OF OCCUPANCY PURPOSES. THE CONTRACTOR MAY BE REQUIRED TO RECLEAN PIPES AND INLETS AT THE CONTRACTORS EXPENSE AND PRIOR TO FINAL ACCEPTANCE.</p>

DEMOLITION
<p>1. CONTRACTOR SHALL SUBMIT DEMOLITION SCHEDULE TO OWNER PRIOR TO PROCEEDING WITH DEMOLITION ACTIVITIES.</p> <p>2. EXTENT OF SITE CLEARING IS SHOWN ON DRAWINGS.</p> <p>3. CONTRACTOR SHALL CONDUCT SITE DEMOLITION OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED OR USED FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION.</p> <p>4. CONTRACTOR SHALL PROVIDE PROTECTION NECESSARY TO PREVENT DAMAGE TO EXISTING IMPROVEMENTS INDICATED ON PLAN "EXISTING TO REMAIN".</p> <p>5. CONTRACTOR SHALL RESTORE DAMAGED IMPROVEMENTS TO THEIR ORIGINAL CONDITION, AS ACCEPTABLE TO PARTIES HAVING JURISDICTION.</p> <p>6. CONTRACTOR SHALL REMOVE WASTE MATERIALS AND UNSUITABLE AND EXCESS TOPSOIL FROM PROPERTY AND DISPOSE OF OFF-SITE IN A LEGAL MANNER.</p> <p>7. CONTRACTOR SHALL DEMOLISH AND COMPLETELY REMOVE FROM SITE MATERIAL INDICATED ON PLAN OR NOTES "TO BE REMOVED".</p> <p>8. CONTRACTOR SHALL PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUT AND OTHER HAZARDS CREATED BY THE DEMOLITION OPERATION.</p>

DEWATERING
<p>1. DURING THE EXCAVATION OF THE STORMWATER FACILITIES, AND IF GROUNDWATER IS ENCOUNTERED, THE CONTRACTOR SHALL CONSTRUCT A SEDIMENT BASIN TO PREVENT THE SEDIMENT FROM BEING DISCHARGED INTO THE PROPOSED EXCAVATION AREA OF A POND OR IT CAN BE A BERMED AREA ABOVE GROUND. ALL DEWATERING MUST BE HELD IN THE SEDIMENT AREA UNTIL THE WATER IS CLEAN SUCH THAT THERE WOULD BE NO TURBID DISCHARGE. AFTER THE WATER IN THE SEDIMENT BASIN IS CLEAN, THE WATER MAY BE RELEASED INTO THE ON-SITE POND PROVIDED THERE IS NO ADVERSE IMPACT TO THE EXISTING WATER QUALITY.</p> <p>2. UNDER NO CIRCUMSTANCES WILL THE DISCHARGE FROM THE ON-SITE DEWATERING BE DIRECTLY DISCHARGED OFFSITE.</p> <p>3. DURING THE EXCAVATION THE CONTRACTOR SHALL NOT PENETRATE THE EXISTING CLAY LAYER. IF THE CONTRACTOR ENCOUNTERS THE CLAY LAYER, HE/SHE IS TO PLACE A MINIMUM OF 2 FEET OF SANDY MATERIAL OVER THE CLAY AND TERMINATE THE DEPTH OF THE EXCAVATION.</p> <p>4. IF CONTRACTOR ENCOUNTERS SILTY/CLAY SAND, WHICH CAUSE THE WATER TO BECOME TURBID, HE/SHE SHALL TREAT THE SEDIMENT BASIN WITH CHEMICAL ADDITIVE SUCH AS ALLUM IN ORDER TO PROMOTE THE COAGULATION OF THE PARTICLES WHICH ALLOW THE TO SETTLE AND THE WATER TO BECOME LESS TURBID. IF TURBID WATER ENCOUNTERED DURING EXCAVATION OF THE PONDS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD IMMEDIATELY TO DETERMINE THE COURSE OF ACTION THAT IS APPROPRIATE TO ELIMINATE THE TURBIDITY AND ALLOW DISCHARGE THAT MEET WATER QUALITY STANDARDS.</p> <p>5. THE CONTRACTOR SHALL SEQUENCE THE EXCAVATION OF THE STORMWATER PONDS SUCH THAT A SEDIMENT BASIN WILL BE AVAILABLE AT ALL TIMES. THE SEDIMENT BASIN CAN BE RELOCATED AS NECESSARY SUBJECT TO THE WATER WITHIN THE SEDIMENT BASIN BEING NON-TURBID AND ACCEPTABLE FOR DISCHARGE OFF-SITE.</p>

POTABLE WATER
<p>1. ALL DIP PIPE SHALL BE CLASS 350 OR HIGHER. REFER TO NOTE #4 BELOW FOR ADDITIONAL DIP SPECIFICATIONS. ADEQUATE MEASURES AGAINST CORROSION SHALL BE UTILIZED.</p> <p>2. ALL WATER MAIN PIPE FITTINGS AND APPURTENANCES SHALL BE INSTALLED TO COMPLY WITH CITY OF WINTER GARDEN STANDARDS AND SPECIFICATIONS.</p> <p>3. ALL WATER SERVICE LINES, VALVES AND METERS SHALL BE INSTALLED TO COMPLY WITH APPLICABLE MUNICIPALITY/AGENCY DEPARTMENT STANDARDS AND SPECIFICATIONS.</p> <p>4. ALL DUCTILE IRON PIPE, 4" TO 12", SHALL BE MANUFACTURED IN ACCORDANCE WITH THE LATEST EDITION OF AWWA C151/A21.51. PIPE SHALL BE FURNISHED IN 18 OR 20 FOOT SECTIONS, PIPE THICKNESS SHALL BE CLASS 350, UNLESS OTHERWISE SPECIFIED.</p> <p>5. ALL WATER SYSTEM CONSTRUCTION, UP TO AND INCLUDING POINT OF METERING AND BACK FLOW PREVENTION (IF REQUIRED), SHALL BE BUILT ACCORDING TO CITY OF WINTER GARDEN STANDARDS AND SPECIFICATIONS.</p> <p>6. CONTRACTOR TO INSTALL TEMPORARY BLOWOFFS, AT THE END(S) OF PROPOSED WATER MAINS AND SERVICE LATERALS TO BUILDING(S), TO ASSURE ADEQUATE FLUSHING AND DISINFECTION/CHLORINATION.</p> <p>7. ALL WATER MAINS SHALL BE STERILIZED IN ACCORDANCE WITH THE APPLICABLE SECTION OF THE LATEST AWWA SPECIFICATION C651 AND CITY OF WINTER GARDEN.</p> <p>8. ALL PVC WATER MAIN SHALL CONFORM TO ASTM D2241 AND ASTM 1784. PIPE SHALL BE AWWA C-900. JOINTS SHALL BE INTEGRAL BELL PUSH-ON TYPE JOINTS CONFORMING TO ASTM D3139.</p> <p>9. ONE-INCH AND TWO-INCH SERVICE LINES SHALL BE BLUE POLYETHYLENE TUBING CONFORMING TO AWWA C800, SDR9, AND AWWA C901.</p> <p>10. ALL POLYVINYL CHLORIDE PIPE SHALL BE LAID WITH AN INSULATED 12 GAUGE A.W.G. SOLID STRAND COPPER WIRE WOUND AROUND THE PIPE FORMING ONE COMPLETE SPIRAL PER JOINT OF PIPE. THIS WIRE IS TO BE CONTINUOUS WITH SPLICES MADE ONLY BY METHODS APPROVED BY THE ENGINEER. THIS WIRE IS TO BE SECURED TO ALL VALVES, TEES, AND ELBOWS.</p> <p>11. ALL POTABLE WATER WORK SHALL CONFORM WITH APPLICABLE CITY OF WINTER GARDEN STANDARDS AND SPECIFICATIONS.</p>

POTABLE WATER TESTING AND INSPECTION
<p>1. ALL COMPONENTS OF THE WATER SYSTEM, INCLUDING FITTINGS, HYDRANTS, CONNECTIONS, AND VALVES SHALL REMAIN UNCOVERED UNTIL PROPERLY PRESSURE TESTED AND ACCEPTED BY THE OWNER'S ENGINEER. PRESSURE TESTS TO BE IN ACCORDANCE WITH CITY OF WINTER GARDEN DEPARTMENT SPECIFICATIONS. CONTRACTOR TO NOTIFY THE OWNER'S ENGINEER AND APPLICABLE AGENCY INSPECTORS 2 FULL BUSINESS DAYS IN ADVANCE OF PERFORMING TESTS.</p> <p>2. CONTRACTOR TO PERFORM CHLORINATION AND BACTERIOLOGICAL SAMPLING, AND OBTAIN CLEARANCE OF DOMESTIC AND FIRE LINE WATER SYSTEM(S). COPIES OF ALL BACTERIOLOGICAL TEST RESULTS ARE TO BE SUBMITTED TO THE OWNER'S ENGINEER FOR CERTIFICATION PURPOSES.</p> <p>3. ALL WATER MAINS SHALL BE PRESSURE TESTED IN ACCORDANCE WITH AWWA MANUAL M23, CONCERNING HYDROSTATIC TESTING OF PVC PIPING. OFF-SITE UTILITIES HYDROSTATIC TESTING TO BE WITNESSED BY CITY OF WINTER GARDEN INSPECTOR.</p>

SANITARY SYSTEM
<p>1. ALL PVC PIPE SHALL BE SOLID WALL POLYVINYL CHLORIDE PIPE AND COMPLY WITH ASTM D3034 AND ALL APPLICABLE ASTM DOCUMENTS AS COVERED IN SECTION NO. 2 OF ASTM D3034. MAIN LINES SHALL BE A MINIMUM OF 8" DIAMETER, AND LATERALS SHALL BE A MINIMUM 6" DIAMETER.</p> <p>2. ALL SANITARY SEWERS MUST BE SDR 26 PVC. ELASTOMERIC GASKET JOINTS SHALL BE UTILIZED FOR PVC PIPE, AND SHALL COMPLY WITH ASTM F477, ASTM D3034 &amp; ASTM F879. JOINTS SHALL COMPLY WITH ASTM D3212.</p> <p>3. ALL SLOPES FOR GRAVITY SEWER MAINS AND SERVICE CONNECTIONS SHALL COMPLY WITH THE FOLLOWING MINIMUM GRADES: 4" @ 2.00%; 6" @ 1.00%; AND 8" @ 0.40%.</p> <p>4. ALL SANITARY SEWER WORK SHALL CONFORM WITH APPLICABLE CITY OF WINTER GARDEN DEPARTMENT STANDARDS AND SPECIFICATIONS.</p> <p>5. PRIOR TO COMMENCING WORK WHICH REQUIRES CONNECTING PROPOSED FACILITIES TO EXISTING LINES OR APPURTENANCES, THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION(S) OF EXISTING CONNECTION POINT(S) AND NOTIFY THE OWNER'S ENGINEER OF ANY CONFLICTS OR DISCREPANCIES.</p> <p>6. SANITARY SEWER MAINS SHALL HAVE SUITABLE MAGNETIC LOCATOR TAPE(S) BURIED AT LEAST 18 INCHES ABOVE THE MAIN LINES.</p> <p>7. THE CONTRACTOR SHALL FURNISH AND MAINTAIN, AT HIS OWN EXPENSE, STAKES AND OTHER SUCH MATERIALS, AND GIVE SUCH ASSISTANCE INCLUDING QUALIFIED HELPERS, FOR SETTING REFERENCE MARKS TO THE SATISFACTION OF THE UTILITIES AND ENGINEER.</p> <p>8. FORCE MAINS SHALL HAVE SUITABLE MAGNETIC LOCATOR TAPE(S) BURIED AT LEAST 18 INCHES ABOVE THE FORCE MAIN.</p> <p>9. ALL FORCE MAIN FITTINGS AND JOINTS TO BE INSTALLED PER CITY OF WINTER GARDEN DEPARTMENT STANDARDS AND SPECIFICATIONS.</p> <p>10. LIFT STATION SHALL CONFORM WITH THE LATEST APPLICABLE SPECIFICATIONS AND STANDARDS.</p>

SANITARY TESTING AND INSPECTION
<p>1. ALL GRAVITY SEWER PIPING SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER AND APPLICABLE MUNICIPALITY/AGENCY. THE CONTRACTOR SHALL NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE INSPECTION(S). THE CONTRACTOR SHALL BE RESPONSIBLE FOR COSTS ASSOCIATED WITH A CLOSED CIRCUIT TELEVISION INSPECTION (CCTV) OF THE PROPOSED GRAVITY SEWER LINE CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE COPIES OF THE CCTV INSPECTION TAPE TO THE ENGINEER, THE OWNER AND THE APPLICABLE MUNICIPALITY/AGENCY. THE CURRENT LIST OF APPROVED CCTV INSPECTION CONTRACTORS FOR WASTEWATER GRAVITY SYSTEMS IS AVAILABLE ON THE ORANGE COUNTY UTILITIES WEBSITE.</p> <p>2. THE CONTRACTOR SHALL PERFORM AN INFILTRATION/EXFILTRATION TEST ON ALL GRAVITY SEWERS IN ACCORDANCE WITH THE REGULATORY AGENCY HAVING JURISDICTION. SAID TESTS ARE TO BE CERTIFIED BY THE ENGINEER OF RECORD AND SUBMITTED TO THE REGULATORY AGENCY FOR APPROVAL. THE SCHEDULING, COORDINATION AND NOTIFICATION OF ALL PARTIES IS THE CONTRACTOR'S RESPONSIBILITY.</p> <p>3. LEAKAGE TESTS ARE SPECIFIED REQUIRING THAT:</p> <p>3.1. A. THE LEAKAGE EXFILTRATION OR INFILTRATION DOES NOT EXCEED 200 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY FOR ANY SECTION OF THE SYSTEM.</p> <p>3.2. EXFILTRATION OR INFILTRATION TESTS BE PERFORMED WITH A MINIMUM POSITIVE HEAD OF 2 FEET</p> <p>3.3. AIR TESTS, AS A MINIMUM, CONFORM TO THE TEST PROCEDURE DESCRIBED IN ASTM C-828 FOR CLAY PIPE, ASTM C924 FOR CONCRETE PIPE, ASTM F-1417 FOR PLASTIC PIPE, AND FOR OTHER MATERIALS APPROPRIATE TEST PROCEDURES.</p> <p>3.4. EACH TEST SECTION OF PIPE SHALL NOT EXCEED 400 FEET IN LENGTH AND SHALL BE TESTED BETWEEN ADJACENT MANHOLES.</p> <p>4. CONTRACTOR TO PERFORM APPROPRIATE DEFLECTION TESTS FOR ALL FLEXIBLE PIPE. TESTING IS REQUIRED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS TO PERMIT STABILIZATION OF THE SOIL-PIPE SYSTEM. TESTING REQUIREMENTS SPECIFY:</p> <p>4.1. NO PIPE SHALL EXCEED A DEFLECTION OF 5%.</p> <p>4.2. USING A RIGID BALL OR MANDREL FOR THE DEFLECTION TEST WITH A DIAMETER NOT LESS THAN 95% OF THE BASE INSIDE DIAMETER OR AVERAGE INSIDE DIAMETER OF THE PIPE, DEPENDING ON WHICH IS SPECIFIED IN THE ASTM SPECIFICATION, INCLUDING THE APPENDIX, TO WHICH THE PIPE IS MANUFACTURED.</p> <p>4.3. PERFORMING THE TEST WITHOUT MECHANICAL PULLING DEVICES.</p> <p>5. CONTRACTOR TO INSPECT &amp; TEST MANHOLE FOR WATERTIGHTNESS OR DAMAGE PRIOR TO PLACING INTO SERVICE. AIR TESTING, IF SPECIFIED FOR CONCRETE SEWER MANHOLES, SHALL CONFORM TO THE TEST PROCEDURES DESCRIBED IN ASTM C-1244.</p>

AS BUILT
<p>1. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL FURNISH THE OWNER'S ENGINEER WITH COMPLETE "AS-BUILT" INFORMATION, CERTIFIED BY A REGISTERED LAND SURVEYOR. THIS "AS-BUILT" INFORMATION SHALL INCLUDE INVERT ELEVATIONS, LOCATIONS OF STRUCTURES FOR ALL UTILITIES INSTALLED, AS WELL AS GRADE BREAK LOCATIONS AND ELEVATIONS FOR PROPOSED CONSTRUCTION. NO ENGINEER'S CERTIFICATIONS FOR CERTIFICATE OF OCCUPANCY (C.O.) PURPOSES WILL BE MADE UNTIL THIS INFORMATION HAS BEEN RECEIVED AND ACCEPTED BY THE OWNER'S ENGINEER. "AS-BUILT" SHALL BE PER CITY OF CITY OF WINTER GARDEN SPECIFICATIONS.</p>

EARTHWORK
<p>1. THE LOCATIONS OF EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS FOR FIELD LOCATIONS AND FOR ANY RELOCATIONS OF THE VARIOUS EXISTING UTILITIES WITH THE UTILITY OWNERS, WHICH SHALL BE DONE IN A TIMELY FASHION TO MINIMIZE IMPACT ON THE CONSTRUCTION SCHEDULE. ANY DELAY OR INCONVENIENCE CAUSED THE CONTRACTOR BY THE RELOCATION OF THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.</p> <p>2. A GEOTECHNICAL ENGINEERING INVESTIGATION REPORT HAS BEEN PREPARED. COPIES CAN BE MADE AVAILABLE THROUGH THE OWNER OR THE SOIL TESTING COMPANY. A GEOTECHNICAL ENGINEER SHALL BE RETAINED BY THE CONTRACTOR TO PROVIDE ON-SITE INSPECTIONS DURING EXCAVATION AND FILL OPERATIONS AND TESTING OF THE COMPACTED FILL SO THAT PROPER DOCUMENTATION OF THE REQUIRED COMPACTING CRITERIA CAN BE PROVIDED. THE CITY OF SANFORD SHALL BE COPIED ON ALL REPORT.</p> <p>3. CONTRACTOR TO FOLLOW THE GUIDANCE OF THE REFERENCED GEOTECHNICAL ENGINEERING INVESTIGATION REPORT OR INDICATE WHETHER ON-SITE GEOTECHNICAL ENGINEER SHALL DETERMINE DEPTH OF DEMUCKING AND/OR REMOVAL OF UNSUITABLE FILL.</p> <p>4. ALL EXISTING DEBRIS, CONSTRUCTION DEBRIS, AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR, IN ACCORDANCE WITH APPLICABLE REGULATORY AGENCY REQUIREMENTS IN A LEGAL MANNER.</p> <p>5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. DEWATERING METHODS SHALL BE USED AS REQUIRED TO KEEP TRENCHES DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED.</p> <p>6. ALL ON-SITE AND OFF-SITE DEWATERING SHALL BE PERMITTED THROUGH THE WATER MANAGEMENT DISTRICT, FDEP, AND LOCAL MUNICIPALITY. DEWATERING SHALL FOLLOW THE REQUIREMENTS OF THE CITY OF WINTER GARDEN LATEST ENGINEERING STANDARDS MANUAL.</p> <p>7. ALL NECESSARY FILL AND EMBANKMENT THAT IS PLACED DURING CONSTRUCTION SHALL CONSIST OF MATERIAL SPECIFIED BY THE OWNER'S SOILS TESTING COMPANY OR ENGINEER AND BE PLACED AND COMPACTED ACCORDING TO THESE PLANS.</p> <p>8. THE CONTRACTOR SHALL INSURE THAT PROPER SOIL DENSITIES ARE ACHIEVED FOR PLACEMENT OF ALL HEADWALL/ENDWALL FOOTINGS, RETAINING WALL FOOTINGS, AND IN GENERAL, ANY FOOTING SUPPORT DESCRIBED ON THESE PLANS. IT WILL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SUFFICIENT SOILS TESTING HAS BEEN PERFORMED PRIOR TO FINAL INSTALLATION OF IMPROVEMENTS.</p> <p>9. ANY UNSUITABLE ORGANIC SOIL SHALL BE EXCAVATED TO A MINIMUM MARGIN OF 6 FEET BEYOND ITS PERIPHERY EXCAVATED TO EXPOSE THE UNDERLYING NON-ORGANIC FINE SAND.</p> <p>10. IF DETERMINED NECESSARY, DEWATERING DURING EXCAVATING/BACKFILLING OPERATIONS MAY BE ACCOMPLISHED BY DITCHING AND THE USE OF SUMP PUMPS AND/OR OTHER METHODS (WELL POINTS), AS NECESSARY. CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS FOR DEWATERING ACTIVITIES THAT MAY BE REQUIRED.</p> <p>11. UPON APPROVAL OF THE GEOTECHNICAL ENGINEER, THE EXCAVATED AREAS MAY BE BACKFILLED WITH CLEAN FINE SAND FREE OF UNSUITABLE OR DELETERIOUS MATERIAL. HOWEVER, THE FILL SHOULD NOT BE PLACED IN MORE THAN 6 INCHES OF STANDING WATER. ONCE THE FILL IS AT LEAST 2 FEET ABOVE THE DEWATERED LEVEL, BACKFILLING MAY PROCEED AS DIRECTED BY THE GEOTECHNICAL ENGINEER.</p> <p>12. UNDERGROUND UTILITIES INCLUDING CONDUIT FOR ELECTRICAL, CABLE TV, AND TELEPHONE SHALL BE INSTALLED PRIOR TO PAVEMENT</p> <p>13. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY PROBLEMS REQUIRING DEVIATION FROM THESE PLANS AND SPECIFICATIONS.</p> <p>14. THE CONTRACTOR SHALL SUBMIT DETAILED SHOP DRAWINGS OF ALL MAJOR ITEMS PROPOSED FOR THIS PROJECT TO THE ENGINEER PRIOR TO ORDERING ANY OF THE EQUIPMENT. UPON THE CONTRACTOR'S RECEIPT OF APPROVED SHOP DRAWINGS FROM THE ENGINEER, THE CONTRACTOR MAY PROCEED WITH THE WORK.</p> <p>15. ALL DISTURBED AREAS MUST BE SODDED, UNLESS OTHERWISE NOTED ON THE PLANS. ALL SODDING MUST BE DONE IN ACCORDANCE WITH SECTION 570 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AC BRIDGE CONSTRUCTION, LATEST EDITION.</p> <p>16. PROVIDE HANDICAP ACCESS WHERE SIDEWALKS MEET CURBS WITHIN THE PUBLIC RIGHT--OF--WAY.</p>

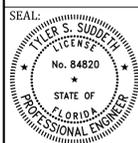
PAVING AND GRADING
<p>1. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADES, UNLESS OTHERWISE NOTED.</p> <p>2. IT MAY BE NECESSARY TO FIELD ADJUST PAVEMENT ELEVATIONS TO PRESERVE THE ROOT SYSTEMS OF TREES SHOWN TO BE SAVED. CONTRACTOR TO COORDINATE WITH OWNER'S ENGINEER PRIOR TO ANY ELEVATION CHANGES.</p> <p>3. CONTRACTOR SHALL TRIM, TACK AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT.</p> <p>4. CURBING SHALL BE PLACED AT THE EDGES OF ALL PAVEMENT, UNLESS OTHERWISE NOTED. REFER TO THE 2023 EDITION OF F.D.O.T. "ROADWAY AND TRAFFIC DESIGN STANDARDS" FOR DETAILS AND SPECIFICATIONS OF ALL F.D.O.T. TYPE CURB AND GUTTERS CALLED FOR IN THESE PLANS.</p> <p>5. PRIOR TO CONSTRUCTING CONCRETE PAVEMENT, THE CONTRACTOR IS TO SUBMIT A PROPOSED JOINTING PATTERN TO THE SOILS ENGINEER FOR APPROVAL.</p> <p>6. CONTRACTOR TO PROVIDE A 1/2" TO 1" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER AT ABUTMENT OF CONCRETE AND OTHER MATERIALS (STRUCTURES, OTHER POURED)</p> <p>7. ALL PAVEMENT MARKINGS SHALL BE MADE IN ACCORDANCE WITH F.D.O.T. STANDARD INDEX #711-001.</p> <p>8. THE CONTRACTOR WILL STABILIZE BY SEED AND MULCH, SOD, OR OTHER APPROVED MATERIALS ANY DISTURBED AREAS WITHIN ONE WEEK FOLLOWING CONSTRUCTION OF THE UTILITY SYSTEMS AND PAVEMENT AREAS. CONTRACTOR SHALL MAINTAIN SUCH AREAS UNTIL FINAL ACCEPTANCE BY OWNER. CONTRACTOR TO COORDINATE WITH OWNER REGARDING TYPE OF MATERIAL, LANDSCAPING AND IRRIGATION REQUIREMENTS.</p> <p>9. THE CONTRACTOR SHALL RESTORE OFF-SITE CONSTRUCTION AREAS TO EQUAL AND/OR BETTER CONDITION THAN EXISTING PRIOR TO START OF CONSTRUCTION.</p> <p>10. UNLESS OTHERWISE NOTED, GRADE TO MEET EXISTING ELEVATION AT PROPERTY LINES.</p> <p>11. SURVEY MONUMENTS OR BENCHMARKS, WHICH HAVE TO BE DISTURBED BY THIS WORK, SHALL BE REPLACED UPON COMPLETION OF WORK BY A REGISTERED LAND SURVEYOR AT CONTRACTORS EXPENSE.</p> <p>12. FINAL GRADES SHOWN INCLUDE SOD HEIGHT. ALL AREAS SHALL BE GRADED TO DRAIN AWAY FROM THE BUILDINGS.</p> <p>13. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND JURISDICTIONAL PERMITTING AGENCIES.</p> <p>14. CONTRACTOR IS TO ADJUST ANY UTILITY ELEMENT MEANT TO BE FLUSH WITH GRADE (CLEAN-OUTS, MANHOLES, CATCH BASINS, INLETS, ETC.) THAT IS AFFECTED BY SITE WORK OR GRADE CHANGES, WHETHER SPECIFICALLY NOTED ON PLANS OR NOT.</p> <p>15. CLEAN THE SURFACE TO BE PRIMED AND ENSURE THAT THE MOISTURE OF THE BASE DOES NOT EXCEED 90% OF THE OPTIMUM MOISTURE. ENSURE THAT THE TEMPERATURE OF THE PRIME COAT IS AT 150 DEGREES. APPLY THE PRIME COAT WITH A PRESSURE DISTRIBUTOR. THE PROPER APPLICATION SPREAD RATE WILL BE AT 1 1/2 WHICH IS SUFFICIENT TO COAT THE BASE MATERIAL UNIFORMLY WITH NO EXCESS. ALSO, SECTION 311-5.2: APPLY SAND UNIFORMLY AND FREE OF FOREIGN MATERIALS. THEN ROLL THE ENTIRE PRIMED AND SANDED AREA WITH A RUBBER TIRE TRAFFIC ROLLER. PRIOR TO PUTTING DOWN THE ASPHALT, SWEEP THE ENTIRE AREA OF EXCESS SAND TO PREPARE FOR PAVING.</p> <p>17. PLEASE NOTE THAT THE SUB-BASE IS TO BE STABILIZED TO A FBV OF 75 PSI OR LBR OF 40.</p>

Always call 811 two full business days before you dig to have underground utilities located and marked.



REVISIONS	DESCRIPTION	DATE	BY
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**CONSTRUCTION PLANS**  
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**GENERAL NOTES**  
**WINTER GARDEN**

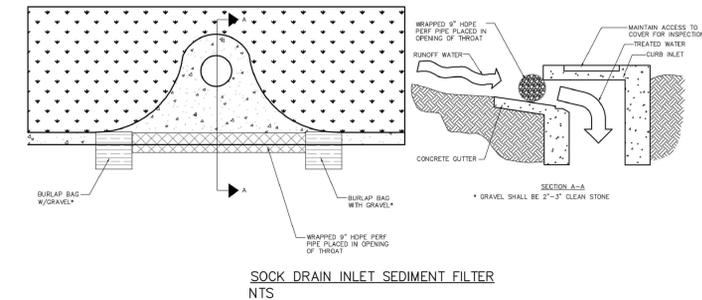
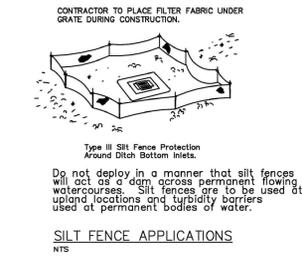
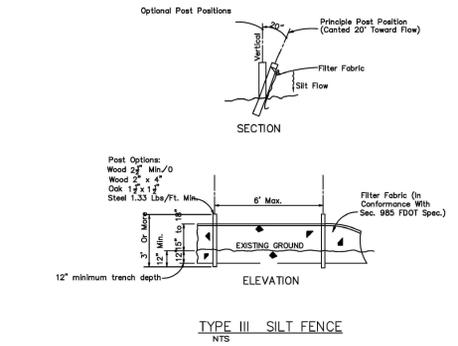
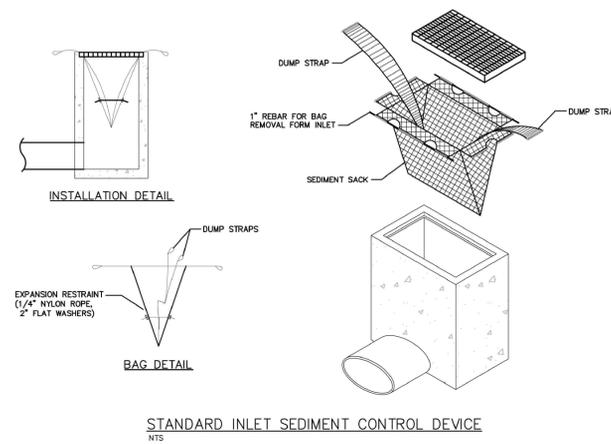
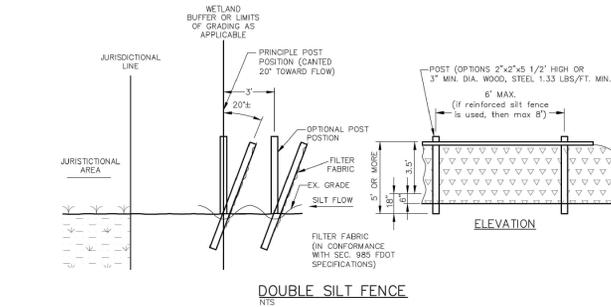
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## EROSION AND SEDEMENT CONTROL NOTES

1. THE CONTRACTOR SHALL INSTALL AND MAINTAIN SILT FENCE AROUND THE PERIMETER OF ALL EARTH DISTURBANCES. THE SILT FENCE SHALL BE INSPECTED AND REPAIRED FOLLOWING EVERY RAINFALL EVENT. SILT FENCES SHALL REMAIN IN PLACE UNTIL PERMANENT STABILIZATION OF DISTURBED AREAS IS COMPLETED.
2. A NOTICE OF INTENT TO USE GENERIC PERMIT FOR STORMWATER NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NDPES) IS REQUIRED FOR THE PROJECT, UNLESS OBTAINED BY THE OWNER. THE CONTRACTOR SHALL APPLY AND OBTAIN A NOI NDPES PRIOR TO START OF CONSTRUCTION ACTIVITIES.
3. THE CONTRACTOR SHALL PROVIDE SILTATION REDUCTION DEVICES FOR THE DISCHARGE FROM ANY DEWATERING PROCESS SO THAT DIRECT DISCHARGE DOES NOT OCCUR. ALL DEWATERING ACTIVITIES ON SITE WITH RESPECT TO TREES SHALL BE SUPERVISED BY AN ARBORIST AND ANY AFFECTED TREES WILL BE PLACED ON A SCHEDULE FOR WATER AND MONITORED BY THE ARBORIST.
4. THE CONTRACTOR SHALL CHECK ALL EROSION AND SILTATION CONTROL DEVICES AFTER EACH RAINFALL AND REPAIR OR REPLACE THEM AS REQUIRED.
5. THE REQUIREMENTS LISTED ABOVE SHALL BE CONSIDERED MINIMUM REQUIREMENTS AND THE CONTRACTOR SHALL USE WHATEVER METHODS HE DEEMS NECESSARY TO PREVENT EROSION AND SILTATION AS MAY BE REQUIRED FOR THE PROJECT, AND APPROVED BY THE AUTHORITIES HAVING JURISDICTION.
6. THE CONTRACTOR SHALL CONTROL DUST ORIGINATING ON THIS PROJECT BY WATERING OR OTHER METHODS APPROVED BY THE OWNER.
7. ALL PRACTICABLE AND NECESSARY EFFORT, INCLUDING BUT NOT LIMITED TO THE USE OF STAKED SYNTHETIC BALES OR STAKED SILT SCREEN BARRIERS, SHALL BE TAKEN DURING CONSTRUCTION TO CONTROL AND PREVENT EROSION AND TRANSPORT OF SEDIMENT MATERIALS TO SURFACE WATER CONVEYANCE DITCHES, INLETS, SURFACE DRAINS, WETLANDS AND LAKE AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RESTORATION EFFORTS THAT MAY BE REQUIRED TO MITIGATE EROSION OR SEDIMENTATION EFFECTS OCCURRING DURING HIS WORK.
8. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES AND DEVICES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE DEVELOPER, OWNER AND/OR CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT LEAVING THE PROPERTY. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKDAY.
9. EROSION CONTROL DEVICES SHALL FOLLOW STANDARDS AND DETAILS IN INDEX 102.103.104 OF THE (FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS). CONTROL DEVICES AND TECHNIQUES, AS PROVIDED IN THE FLORIDA EROSION AND SEDIMENT CONTROL MANUAL SHALL BE IMPLEMENTED TO COMPLY WITH CURRENT STATE REGULATIONS.
10. THE CONTRACTOR MUST SUBMIT A NDPES NOTICE OF TERMINATION FORM TO THE FDOT UPON COMPLETION OF CONSTRUCTION.
11. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE TO PERMANENTLY STABILIZE ALL GROUND AREAS THAT ARE DISTURBED BY HIS WORK. PERMANENT STABILIZATION SHALL INCLUDE SO2, PAVEMENTS AND HARDSCAPES, OR OTHER METHODS PROPOSED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER OF RECORD, OWNER AND APPROPRIATE REGULATORY AUTHORITIES.
12. THE CONTRACTOR SHALL PROVIDE TEMPORARY BEST MANAGEMENT PRACTICES (BMPs) FOR TREATMENT OF STORMWATER FLOWS DURING CONSTRUCTION. THE BMP SHALL PROVIDE TREATMENT VOLUME FOR 1/2' OVER THE DISTURBED AREA AT ANY TIME DURING CONSTRUCTION. THE CONTRACTOR SHALL RESTORE ANY AREAS USED FOR TEMPORARY STORMWATER TREATMENT TO A PERMANENTLY STABILIZED CONDITION EQUIVALENT TO THE PRE-CONSTRUCTION CONDITION OR OTHER PROPOSED CONDITION AS APPROVED BY THE OWNER.
13. THE CONTRACTOR SHALL INSTALL AND MAINTAIN SILT FENCE, IN ACCORDANCE WITH FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL MANUAL, AROUND THE PERIMETER OF ALL EARTH DISTURBANCE. SILT FENCES SHALL REMAIN IN PLACE UNTIL PERMANENT STABILIZATION OF DISTURBED AREAS IS COMPLETED.
14. THE CONTRACTOR SHALL SEED AND MULCH OR SO2 SWALES, PONDS, AND/OR GREEN AREAS IMMEDIATELY AFTER CONSTRUCTION OF THESE AREAS ARE COMPLETED.
15. THE CONTRACTOR SHALL PROVIDE SILTATION REDUCTION DEVICES FOR THE DISCHARGE FROM ANY DEWATERING PROCESS SO THAT DIRECT DISCHARGE DOES NOT OCCUR.
16. THE CONTRACTOR SHALL CHECK ALL EROSION AND SILTATION CONTROL DEVICES WEEKLY AND/OR WITHIN 14 HOURS OF STORM EVENT THAT PRECIPITATES 1/4" INCH OR GREATER AND REPAIR OR REPLACE THEM AS REQUIRED. SILT FENCES SHALL REMAIN IN PLACE UNTIL PERMANENT STABILIZATION OF DISTURBED AREAS IS COMPLETED.
17. THE REQUIREMENTS LISTED ON THIS DOCUMENT SHALL BE CONSIDERED MINIMUM REQUIREMENTS AND THE CONTRACTOR SHALL USE WHATEVER METHODS DEEMED NECESSARY TO PREVENT EROSION AND SILTATION AS MAY BE REQUIRED FOR THE PROJECT, AND APPROVED BY THE AUTHORITIES HAVING JURISDICTION.
18. THE CONTRACTOR SHALL CONTROL DUST ORIGINATING ON THIS PROJECT BY WATERING OR OTHER METHODS AS APPROVED BY THE OWNER AND ENGINEER OF RECORD.
19. ALL PRACTICABLE AND NECESSARY EFFORT, INCLUDING BUT NOT LIMITED TO THE USE OF STAKED SYNTHETIC BALES OR STAKED SILT SCREEN BARRIERS, SHALL BE TAKEN DURING CONSTRUCTION TO CONTROL AND PREVENT EROSION AND TRANSPORT OF SEDIMENT MATERIALS TO SURFACE WATER CONVEYANCE DITCHES, INLETS, SURFACE DRAINS, WETLANDS AND LAKE AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RESTORATION EFFORTS THAT MAY BE REQUIRED TO MITIGATE EROSION OR SEDIMENTATION EFFECTS OCCURRING DURING THE WORK.
20. TEMPORARY SILTATION CONTROL BARRIERS (E.G. SILT FENCE) SHALL BE INSTALLED WHERE EARTH DISTURBANCES ARE WITHIN 100 FEET OF SURFACE WATER CONVEYANCE SYSTEMS AND GUARDING THE DISTURBANCE FROM ADJACENT WETLANDS OR WATER BODIES.
21. IT IS REQUIRED THAT THE CONTRACTOR MARK OUT THE LANDWARD SIDE OF WETLAND / BUFFERS TO PREVENT UNINTENTIONAL WETLAND BUFFER IMPACTS DURING CONSTRUCTION.
22. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES AND DEVICES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT LEAVING THE PROPERTY. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKDAY.
23. ALL EROSION CONTROL DEVICES SHALL FOLLOW STANDARDS AND DETAILS IN THE CURRENT FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL MANUAL.
24. ON SLOPES OR DITCHES WHICH ARE TOO STEEP FOR THE USE OF GRASSING, SUITABLE EROSION PROTECTION SHALL BE PROVIDED BY DITCH OR SLOPE PAVEMENT. ADEQUATE FOR PERMANENT PROTECTION. IN NO CASE WILL ANY AREA WHICH IS SUBJECT TO DETRIMENTAL EROSION BE ACCEPTABLE UNLESS SUCH PROTECTION IS PROVIDED.
25. CONTRACTOR SHALL IMPLEMENT THE CONSTRUCTION ENTRANCE POLLUTION PREVENTION FEATURES WHEREVER AN ENTRANCE TO THE SITE IS UTILIZED FOR CONSTRUCTION.
26. CONTRACTOR SHALL AVOID PLACING OR USING HEAVY EQUIPMENT IN THE PROPOSED SWALES AND DRY RETENTION AREAS. BOTTOM OF SWALES SHALL BE SCARIFIED PRIOR TO PLACEMENT OF FINAL STABILIZATION. SO2 SHALL NOT LIMIT THE DRY RETENTION AREAS OR SWALES ABILITY TO PERCOLATE STORMWATER RUNOFF.
27. SEDIMENTATION CONTROLS/BMPs SHALL PREVENT STORMWATER RUNOFF WITH TURBIDITY GREATER THAN 23 NTU'S FROM LEAVING THE CONSTRUCTION SITE.
28. NO EXCAVATING MATERIAL SHALL BE STOCKPILED IN A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATER BODY OR STORMWATER COLLECTION FACILITY.
29. CONTRACTOR SHALL CONDUCT INSPECTIONS TO DETERMINE THE EFFECTIVENESS OF EROSION/ SEDIMENT CONTROL EFFORTS DAILY AND WITHIN 24 HOURS AFTER EACH .50 INCH OR GREATER RAINFALL EVENT.
30. SITE BOUNDARY ADJACENT TO WETLAND AREAS MUST USE STAKED TURBIDITY BARRIER TO PREVENT FINE SEDIMENT PARTICLES FROM ENTERING WETLAND.



## SOIL TRACKING PREVENTION

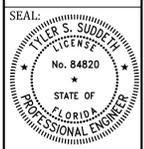
1. A SOIL TRACKING PREVENTION DEVICE (STPD) SHALL BE CONSTRUCTED AT THE LOCATION SHOWN ON THE PLANS. TRAFFIC FROM UNSTABILIZED AREAS OF CONSTRUCTION SHALL BE DIRECTED THRU THE STPD. BARRIER, FLAGGING OR OTHER POSITIVE MEANS SHALL BE USED AS REQUIRED TO LIMIT & DIRECT VEHICULAR EGRESS ACROSS THE STPD.
2. THE CONTRACTOR MAY PROPOSE AN ALTERNATIVE TECHNIQUE TO MINIMIZE OFFSITE TRACKING OF SEDIMENT. THE ALTERNATIVE MUST BE REVIEWED AND APPROVED BY THE ENGINEER &/OR MUNICIPALITY PRIOR TO ITS USE.
3. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE STPD AGGREGATE & CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED BY THE ENGINEER &/OR MUNICIPALITY.
4. AGGREGATES SHALL BE AS DESCRIBED IN SECTION 90 EXCLUDING 901--2.3. AGGREGATES SHALL BE FDOT SIZE 1. IF THIS SIZE IS NOT AVAILABLE, THE NEXT AVAILABLE SMALLER SIZE AGGREGATE MAY BE SUBSTITUTE WITH THE APPROVAL OF THE ENGINEER. SIZES CONTAINING EXCESSIVE SMALL AGGREGATE WILL TRACK OFF THE PROJECT & ARE UNSUITABLE.
5. THE STPD SHALL BE MAINTAINED IN A CONDITION THAT WILL ALLOW IT TO PERFORM ITS FUNCTION. TO PREVENT OFF SITE TRACKING, THE STPD SHALL BE RINSED (DAILY WHEN IN USE) TO MOVE ACCUMULATED MUD DOWNWARD THRU THE STONE. ADDITIONAL STABILIZATION OF THE VEHICULAR ROUTES LEADING TO THE STPD MAY BE REQUIRED TO LIMIT THE MUD TRACKED.
6. THE STPD MAY BE REQUIRED TO LIMIT THE MUD TRACKED.
7. A GRAVEL CONSTRUCTION ENTRANCE HAS BEEN PROVIDED TO HELP REDUCE VEHICLE TRACK OF SEDIMENTS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEEPED DAILY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK TRACKS FROM THE SITE. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARPULIN.

## HAZARDOUS MATERIALS

1. WASTE MATERIAL:
  - 1.1. ALL WASTE MATERIAL WILL BE COLLECTED AND STORED IN A METAL DUMPSTER WHICH WILL BE MAINTAINED BY A LICENSED SOLID WASTE MANAGEMENT COMPANY. THE DUMPSTER WILL MEET ALL LOCAL, STATE AND FEDERAL REGULATIONS ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE
  - 1.2. DEPOSITED IN THE DUMPSTER. THE DUMPSTER WILL BE EMPTIED AS OFTEN AS NECESSARY TO NOT CAUSE ON SITE DISPOSAL OF WASTE. THE TRASH WILL BE HAULED TO AN APPROVED LANDFILL. NO CONSTRUCTION WASTE WILL BE BURIED ON SITE. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE SUPERINTENDENT CONSTRUCTION TRAILER. THE INDIVIDUAL RESPONSIBLE FOR MANAGING THIS TASK WILL BE IDENTIFIED BY THE CONTRACTOR.
2. HAZARDOUS WASTE:
  - 2.1. ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN ACCORDANCE WITH THE APPLICABLE LOCAL, STATE & FEDERAL REGULATIONS. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR HAZARDOUS WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE SUPERINTENDENT CONSTRUCTION TRAILER. THE INDIVIDUAL RESPONSIBLE FOR MANAGING THIS TASK WILL BE IDENTIFIED BY THE CONTRACTOR.
3. SANITARY WASTE:
  - 3.1. ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS A MINIMUM OF THREE TIMES PER WEEK BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR AS REQUIRED BY LOCAL REGULATION.

NO.	DATE	BY	DESCRIPTION

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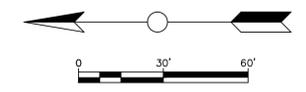
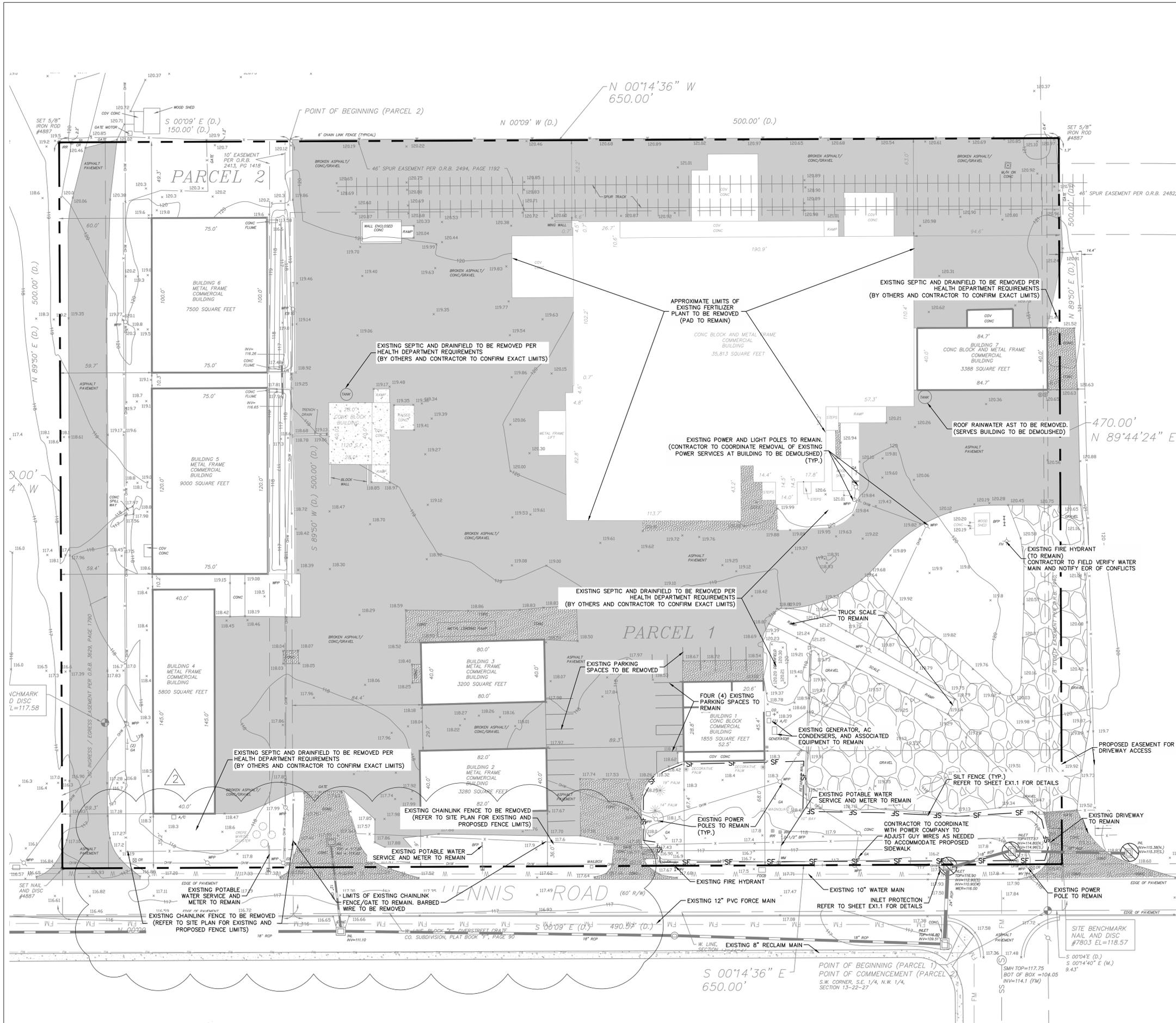
**SUDDETH CIVIL**  
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 TYLER@SUDDETHCIVIL.COM  
 407-467-4484

CONSTRUCTION PLANS  
 HENNIS ROAD IOS  
 EROSION CONTROL NOTES AND DETAILS  
 WINTER GARDEN

PROJECT NO. 001014  
 ISSUE DATE 11/19/2024

SHEET

C2.0



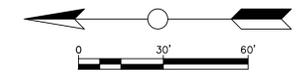
**LEGEND**

	PROPERTY LINE
	EXISTING ASPHALT
	EXISTING CONCRETE
	EXISTING CONCRETE (BUILDING PAD)
	EXISTING GRAVEL
	EXISTING EASEMENT
	EXISTING CHAINLINK FENCE
	SILT FENCE
	EXISTING STORM LINE
	EXISTING STORM STRUCTURE
	EXISTING WATER PIPE
	EXISTING RECLAIM PIPE
	EXISTING WATER STRUCTURE
	EXISTING FIRE HYDRANT
	EXISTING OVERHEAD POWER
	EXISTING POWER POLE

- DEMOLITION NOTES**
1. THE LOCATIONS, ELEVATIONS, & DIMENSIONS OF EXISTING UTILITIES AND OTHER RELATED ITEMS ARE SHOWN ON THE PLANS ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PLAN PREPARATION. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES & OTHER INFORMATION PRIOR TO CONSTRUCTION.
  2. THE CONTRACTOR SHALL LOCATED ALL UNDERGROUND UTILITIES PRIOR TO EXCAVATION.
  3. CONTRACTOR SHALL UTILIZE DITCHES, PIPES, AND/OR PUMPS AS NECESSARY TO MAINTAIN THE EXISTING DRAINAGE DURING ALL PHASES OF CONSTRUCTION. EXISTING DRAINAGE SHALL NOT BE BLOCKED OR ADVERSELY AFFECTED DURING CONSTRUCTION.
  4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FDEP, HEALTH DEPARTMENT PERMITTING, OR SIMILAR AGENCIES FOR ANY WORK ASSOCIATED WITH DEMOLITION OR REMOVAL OF EXISTING HAZARDOUS SUBSTANCES, PETROLEUM PRODUCTS, STORAGE TANKS, DRUMS, SEPTIC SYSTEMS, ETC.
  5. CONTRACTOR TO REMOVE BARBED WIRE FROM EXISTING FENCE TO REMAIN ALONG HENNIS ROAD.

- SURVEYOR NOTES**
1. BEARINGS BASED ON THE FLORIDA COORDINATE SYSTEM, EAST ZONE.
  2. UNDERGROUND IMPROVEMENTS NOT LOCATED (EXCEPT AS SHOWN).
  3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
  4. SUBJECT PROPERTY LIES IN ZONE "X" (AREA OF MINIMAL FLOODING) PER FLOOD INSURANCE RATE MAP PANEL #12095C02054, DATED 9/24/2021.
  5. DATE OF FIELD SURVEY: 7/18/24.
  6. ELEVATIONS BASED ON ORANGE COUNTY BENCHMARK #P1693024 WITH AN ELEVATION OF 116.45 RELATIVE TO NAVD 88.

<b>REVISIONS</b>	
NO.	DESCRIPTION
1	CITY COMMENT RESPONSE
2	
DATE	BY
12/17/24	
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<p>SEAL: TYLER S. SUDDETH, P.E. No. 84820 STATE OF FLORIDA PROFESSIONAL ENGINEER</p>	
<p><b>SUDDETH CIVIL</b> 1125 E. SR 434, WINTER SPRINGS, FL 32708 TYLER@SUDDETHCIVIL.COM 407-467-4484</p>	
<p><b>CONSTRUCTION PLANS</b> <b>HENNIS ROAD IOS</b> <b>EXISTING CONDITIONS AND DEMOLITION PLAN</b> <b>WINTER GARDEN</b></p>	
PROJECT NO.	001014
ISSUE DATE	11/19/2024
SHEET	
C3.0	



ZONING: I-2  
FLU: INDUSTRIAL

**LEGEND**

- PROPERTY LINE
- PROPOSED PVC FENCE
- PROPOSED CHAINLINK FENCE
- EXISTING CHAINLINK FENCE
- EXISTING EASEMENT
- EXISTING OVERHEAD POWER LINE
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING CONCRETE (BUILDING PAD)
- EXISTING GRAVEL

**SITE DATA**

PROPERTY LOCATION: 321 N HENNIS ROAD, WINTER GARDEN  
 ZONING: I-2  
 FUTURE LAND USE: INDUSTRIAL  
 EXISTING USE: FERTILIZER MANUFACTURING  
 PROPOSED USE: WAREHOUSE/HEAVY EQUIPMENT RENTAL & SALES  
 TOTAL AREA: 7.00 ACRES  
 EXISTING FLOOR AREA (PRIOR TO DEMOLITION): 70,956 SF  
 GROSS FLOOR AREA OFFICE: 3,855 SF  
 WAREHOUSE: ±30,168 SF  
 MAXIMUM IMPERVIOUS RATIO: 80%

**BUILDING GSF (EXISTING TO REMAIN)**

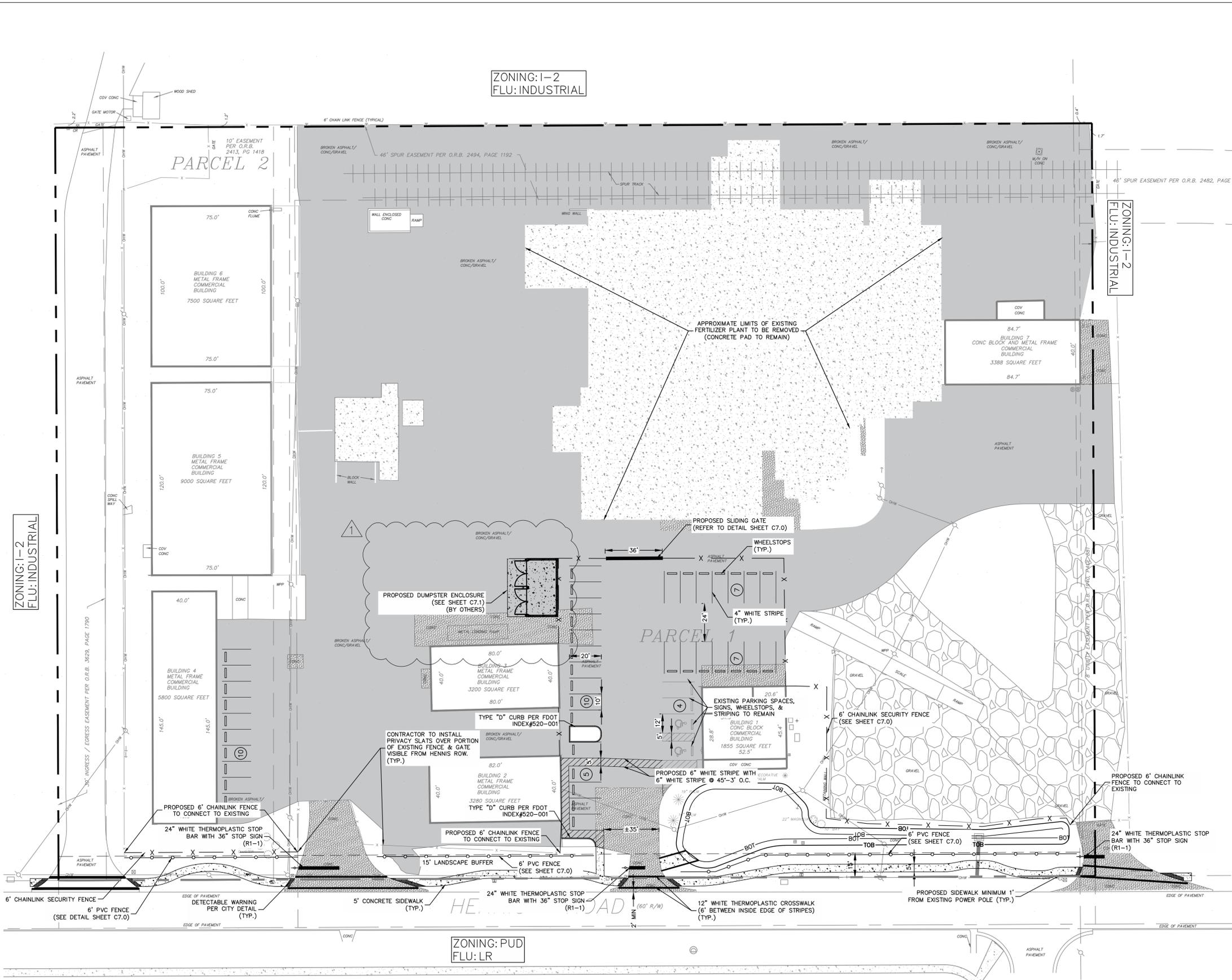
BUILDING 1 OFFICE	1,855 SF
BUILDING 2 WAREHOUSE	3,280 SF
BUILDING 3 WAREHOUSE	3,200 SF
BUILDING 4 WAREHOUSE OFFICE	3,800 SF 2,000 SF
BUILDING 5 WAREHOUSE	9,000 SF
BUILDING 6 WAREHOUSE	7,500 SF
BUILDING 7 WAREHOUSE	3,388 SF
<b>TOTAL</b>	<b>34,023 SF</b>

**PARKING**

PARKING REQUIRED WAREHOUSE (1SP/1,000SF)	31 SPACES
OFFICE (3SP/1,000SF)	12 SPACES
<b>TOTAL SPACES REQUIRED:</b>	<b>43 SPACES</b>
PARKING PROVIDED STANDARD PARKING SPACES:	41 SPACES
HANDICAP PARKING SPACES:	2 SPACES
<b>TOTAL PROVIDED:</b>	<b>43 SPACES</b>

**WINTER GARDEN GENERAL NOTES**

- ALL GRAVITY SANITARY PIPE AND FITTINGS SHALL BE SDR 26.
- ALL COMPACTION SHALL BE 98% OF THE MODIFIED PROCTOR MAXIMUM DENSITY (AASHTO T-180).
- AS-BUILT RECORD DRAWINGS SHALL COMPLY WITH CITY OF WINTER GARDEN REQUIREMENTS AVAILABLE ON-LINE (NOTE ON PLAN).
- ALL STORM (>12") AND SANITARY LINES (>6") SHALL BE INSPECTED BY CCTV PRIOR TO COMPLETION.
- USE CITY STANDARD DETAIL SHEETS FOR UTILITIES AND PUBLIC WORKS (SEE CITY WEBSITE).
- IF THERMOPLASTIC PIPE IS USED IT SHALL MEET ALL CITY MATERIAL AND INSTALLATION REQUIREMENTS AS SPECIFIED IN THE CITY'S STANDARDS & SPECIFICATIONS INCLUDING CLASS 1 BEDDING, HP POLYPROPYLENE PIPE (NOT HDPE OR N-12), LASER PROFILING, INSTALLATION PER ASTM D2321, ETC. (SEE UNDER ON-LINE FORMS ON WEBSITE).
- ALL UTILITIES SHALL BE UNDERGROUND PURSUANT TO CODE (SEC. 18-33) INCLUDING ELECTRICAL POWER, CABLE, TELEPHONE, ETC.



ZONING: PUD  
FLU: LR

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	10/20/24		CITY COMMENT RESPONSE

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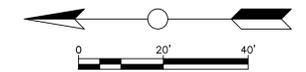
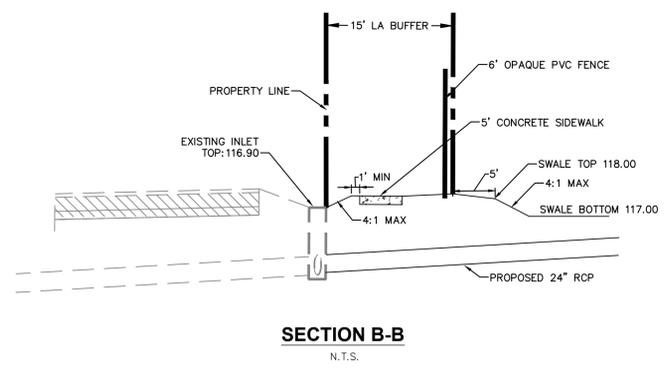
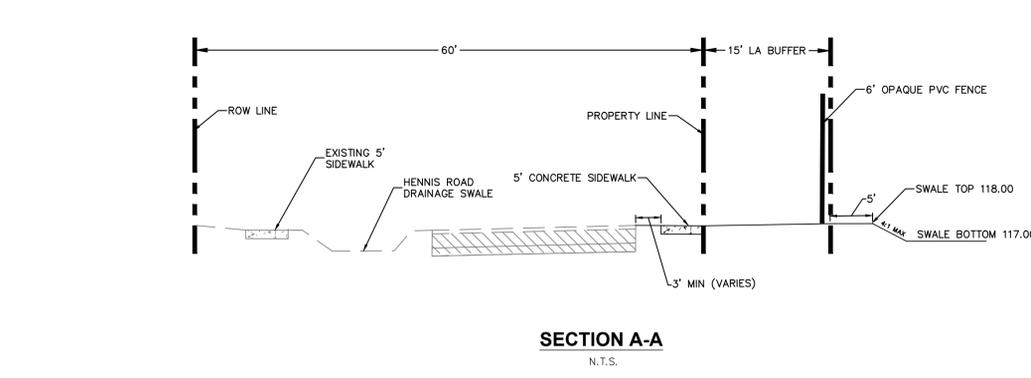
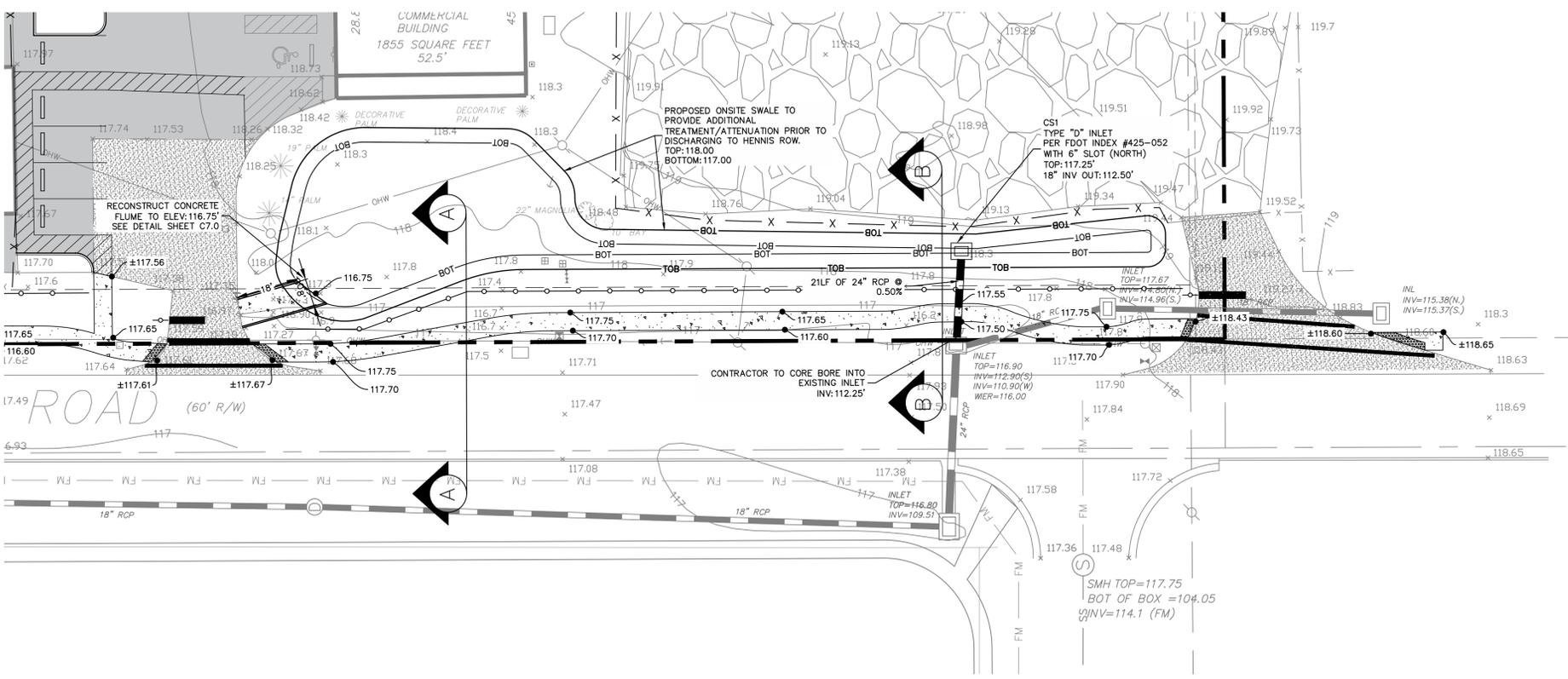
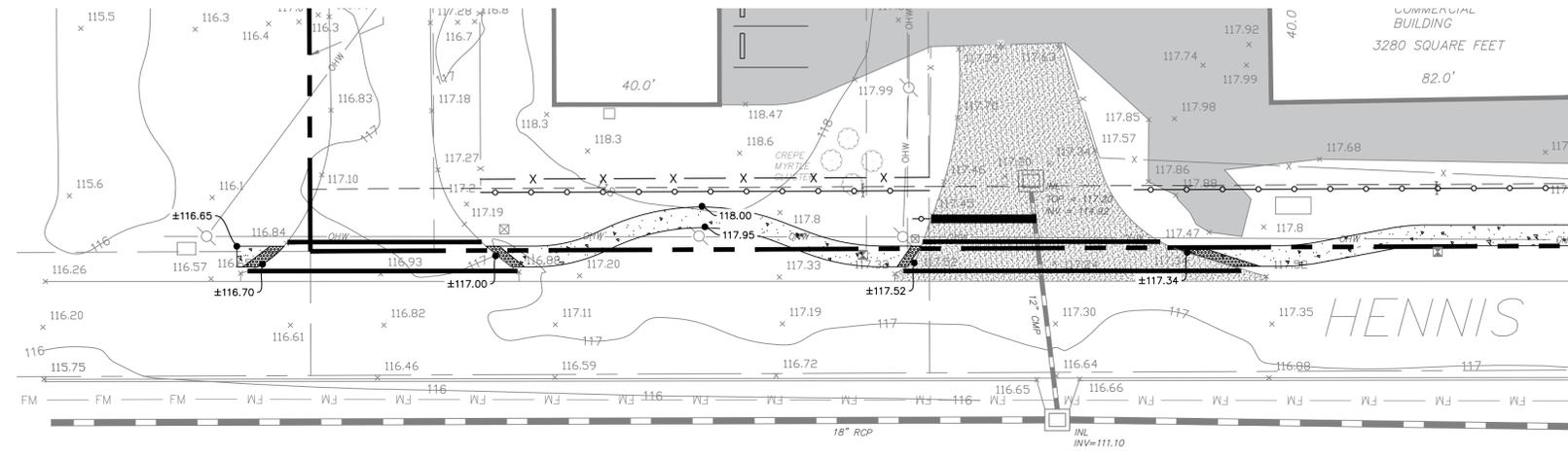
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**SUDDETH CIVIL**  
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 TYLER@SUDDETHCIVIL.COM 407-467-4484

**CONSTRUCTION PLANS**  
**HENNIS ROAD IOS**  
**SITE PLAN**  
**WINTER GARDEN**

PROJECT NO. 001014  
 ISSUE DATE 11/19/2024

SHEET  
**C4.0**



**LEGEND**

	PROPERTY LINE
	PROPOSED PVC FENCE
	PROPOSED CHAINLINK FENCE
	EXISTING CHAINLINK FENCE
	EXISTING EASEMENT
	EXISTING OVERHEAD POWER LINE
	EXISTING ASPHALT
	EXISTING CONCRETE
	PROPOSED CONCRETE SIDEWALK
	EXISTING GRAVEL
	PROPOSED STORM LINE
	PROPOSED STORM STRUCTURE
	EXISTING STORM LINE
	EXISTING STORM STRUCTURE
	EXISTING WATER PIPE
	EXISTING RECLAIM PIPE
	EXISTING WATER STRUCTURE
	EXISTING FIRE HYDRANT
	EXISTING OVERHEAD POWER
	EXISTING POWER POLE
	EXISTING SIGN
	EXISTING FENCE
	EXISTING CONTOUR
	EXISTING SPOT ELEVATION
	PROPOSED SPOT ELEVATION

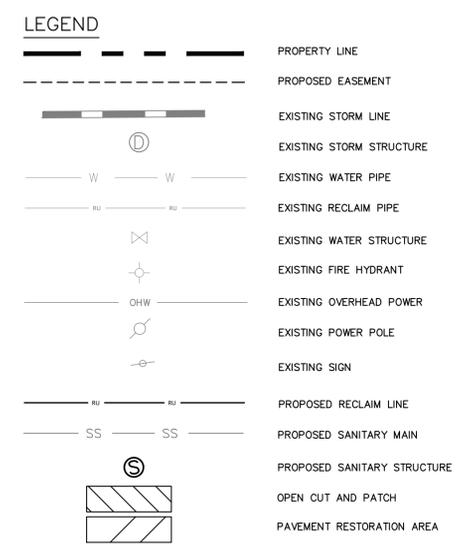
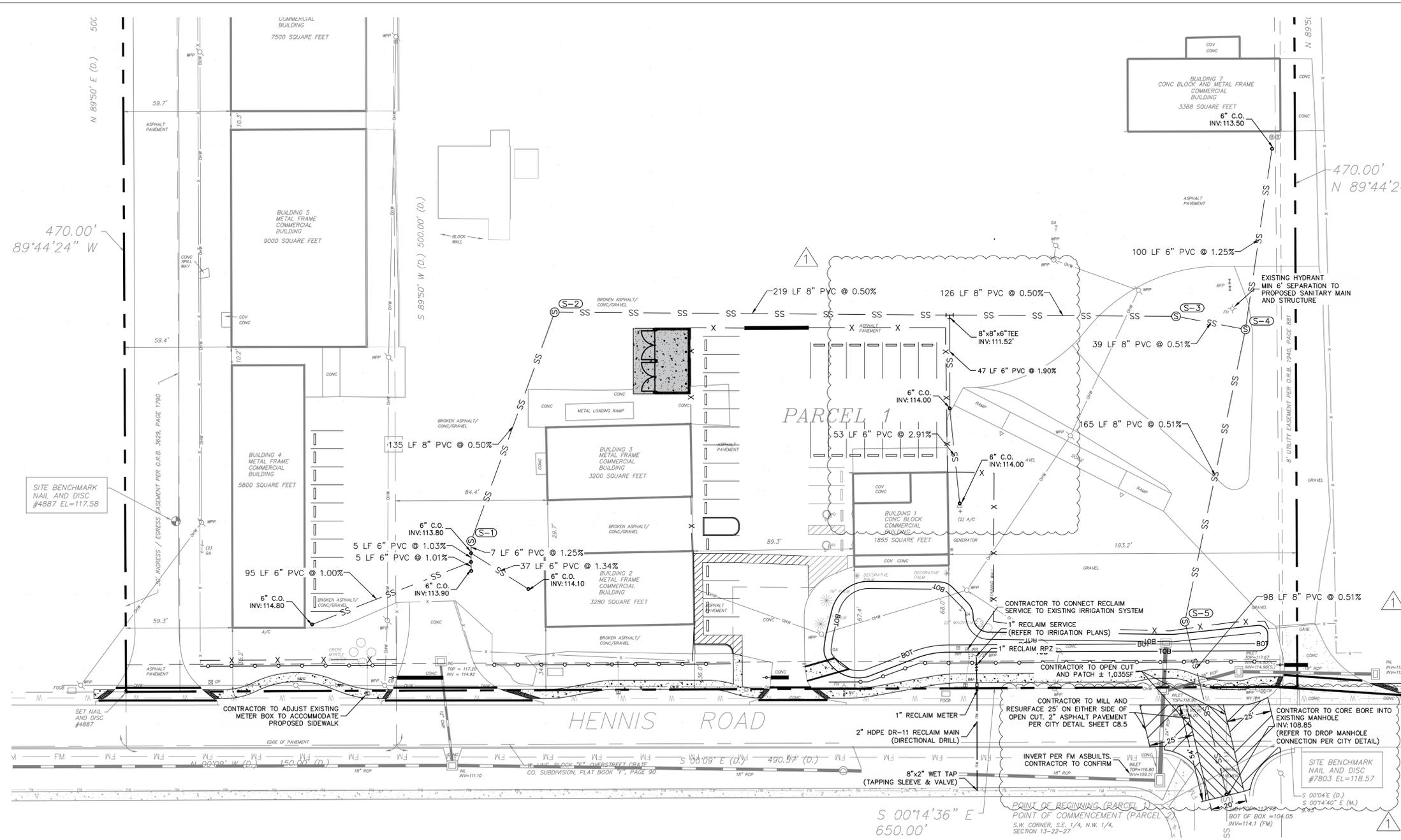
**WINTER GARDEN GENERAL NOTES**

1. ALL GRAVITY SANITARY PIPE AND FITTINGS SHALL BE SDR 26.
2. ALL COMPACTION SHALL BE 98% OF THE MODIFIED PROCTOR MAXIMUM DENSITY (AASHTO T-180).
3. AS-BUILT RECORD DRAWINGS SHALL COMPLY WITH CITY OF WINTER GARDEN REQUIREMENTS AVAILABLE ON-LINE (NOTE ON PLAN).
4. ALL STORM (>12") AND SANITARY LINES (>6") SHALL BE INSPECTED BY CCTV PRIOR TO COMPLETION.
5. USE CITY STANDARD DETAIL SHEETS FOR UTILITIES AND PUBLIC WORKS (SEE CITY WEBSITE).
6. IF THERMOPLASTIC PIPE IS USED IT SHALL MEET ALL CITY MATERIAL AND INSTALLATION REQUIREMENTS AS SPECIFIED IN THE CITY'S STANDARDS & SPECIFICATIONS INCLUDING CLASS I BEDDING, HP POLYPROPYLENE PIPE (NOT HDPE OR N-12), LASER PROFILING, INSTALLATION PER ASTM D2321, ETC. (SEE UNDER ON-LINE FORMS ON WEBSITE).
7. ALL UTILITIES SHALL BE UNDERGROUND PURSUANT TO CODE (SEC. 18-33) INCLUDING ELECTRICAL POWER, CABLE, TELEPHONE, ETC.

**ADA ACCESSIBILITY NOTES:**

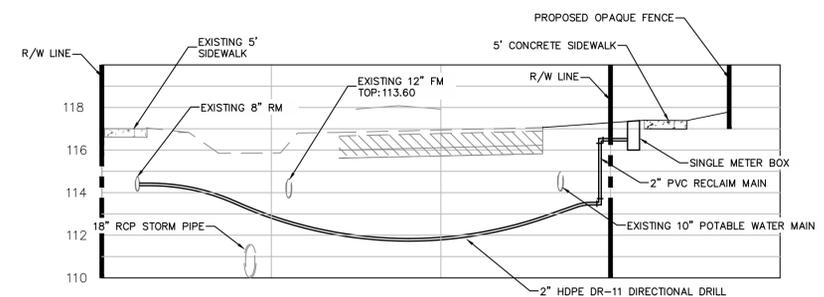
1. ALL HANDICAPPED PARKING SPACES AND ACCESS AISLES ADJACENT TO THE HANDICAP PARKING SPACES SHALL HAVE A MAXIMUM OF 2% SLOPE IN ALL DIRECTIONS (THIS INCLUDES RUNNING SLOPE AND CROSS SLOPE).
2. AN ACCESSIBLE ROUTE FROM THE PUBLIC STREET OR SIDEWALK TO ALL BUILDING ENTRANCES MUST BE PROVIDED. THIS ACCESSIBLE ROUTE SHALL BE A MINIMUM OF 60" WIDE. THE RUNNING SLOPE OF AN ACCESSIBLE ROUTE SHALL NOT EXCEED 5% AND THE CROSS SLOPE SHALL NOT EXCEED 2%.
3. SLOPES EXCEEDING 5% BUT LESS THAN 8% WILL REQUIRE A RAMP AND MUST CONFORM TO THE REQUIREMENTS FOR RAMP DESIGN (HANDRAILS, CURBS, LANDINGS). NO RAMP SHALL EXCEED AN 8% RUNNING SLOPE OR 2% CROSS SLOPE.
4. IN THE CASE THAT A NEW SIDEWALK WILL BE CONSTRUCTED IN THE RW OF A SITE THE RUNNING SLOPE OF THE SIDEWALK SHALL NOT EXCEED 5% AND THE CROSS SLOPE SHALL NOT EXCEED 2%. THIS STANDARD APPLIES TO CROSS WALKS IN THE DRIVEWAY AS WELL AND WILL REQUIRE SPECIAL ATTENTION DURING STAKING TO MAKE SURE THE 2% CROSS SLOPE IS MET IN THE CROSS WALK.
5. IT WILL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ENSURE THAT THE HANDICAP PARKING SPACES, ACCESSIBLE ROUTES, AND SIDEWALKS/CROSSWALKS ARE CONSTRUCTED TO MEET ADA REQUIREMENTS.
6. ANY REQUIREMENTS LISTED ABOVE THAT CAN NOT BE MET SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY. ANYTHING NOT BUILT TO THE ABOVE STANDARDS WILL REQUIRE REMOVAL AND REPLACEMENT OF THE NON COMPLIANT AREAS AT THE GENERAL CONTRACTORS COST.

REVISIONS	NO.	DATE	DESCRIPTION
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<p><b>CONSTRUCTION PLANS</b> <b>HENNIS ROAD IOS</b> <b>PAVING, GRADING, &amp; DRAINAGE PLAN</b> <b>WINTER GARDEN</b></p>			
PROJECT NO. 001014		ISSUE DATE 11/19/2024	
SHEET			
<b>C5.0</b>			

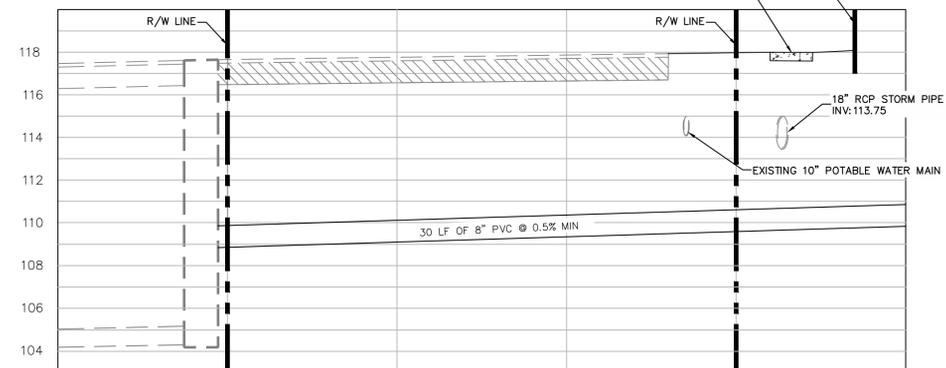


- ### UTILITY NOTES
- CONTRACTOR TO FIELD VERIFY EXISTING UTILITIES (VERTICALLY AND HORIZONTALLY) AT ALL POINTS OF CONNECTION, AT BUILDINGS, AND AT ALL AREAS OF CONFLICT WITH PUBLIC INFRASTRUCTURE.
  - MAINTAIN A MINIMUM OF 3 FEET OF COVER OVER ALL PROPOSED WATER LINES
  - SANITARY SEWER GRAVITY AND FORCE MAIN TO MAINTAIN MIN 6' HORIZONTAL SEPARATION BETWEEN POTABLE WATER.
  - ALL ON-SITE UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED
  - RESTORATION FOR OPEN CUT ON HENNIS ROAD SHALL EXTEND 25' ON EACH SIDE OF TRENCH. ALL PAVEMENT MARKINGS TO BE RESTORED.

- ### WINTER GARDEN GENERAL NOTES
- ALL GRAVITY SANITARY PIPE AND FITTINGS SHALL BE SDR 26.
  - ALL COMPACTION SHALL BE 98% OF THE MODIFIED PROCTOR MAXIMUM DENSITY (AASHTO T-180).
  - AS-BUILT RECORD DRAWINGS SHALL COMPLY WITH CITY OF WINTER GARDEN REQUIREMENTS AVAILABLE ON-LINE (NOTE ON PLAN).
  - ALL STORM (>12") AND SANITARY LINES (>6") SHALL BE INSPECTED BY CCTV PRIOR TO COMPLETION.
  - USE CITY STANDARD DETAIL SHEETS FOR UTILITIES AND PUBLIC WORKS (SEE CITY WEBSITE).
  - IF THERMOPLASTIC PIPE IS USED IT SHALL MEET ALL CITY MATERIAL AND INSTALLATION REQUIREMENTS AS SPECIFIED IN THE CITY'S STANDARDS & SPECIFICATIONS INCLUDING CLASS I BEDDING, HP POLYPROPYLENE PIPE (NOT HDPE OR N-12), LASER PROFILING, INSTALLATION PER ASTM D2321, ETC. (SEE UNDER ON-LINE FORMS ON WEBSITE).
  - ALL UTILITIES SHALL BE UNDERGROUND PURSUANT TO CODE (SEC. 18-33) INCLUDING ELECTRICAL POWER, CABLE, TELEPHONE, ETC.



**RECLAIM MAIN PLAN & PROFILE**  
 1"=4' VERTICAL  
 1"=10' HORIZONTAL



**SEWER PLAN & PROFILE**  
 1"=4' VERTICAL  
 1"=10' HORIZONTAL

Structure Table	
STRUCTURE NAME:	DETAILS:
S-1	MANHOLE PER CITY STANDARDS RIM: 117.90 6" INV IN: 113.72 8" INV OUT: 113.40
S-2	MANHOLE PER CITY STANDARDS RIM: 116.64 8" INV IN: 112.73 8" INV OUT: 112.62
S-3	MANHOLE PER CITY STANDARDS RIM: 119.89 8" INV IN: 110.89 8" INV OUT: 110.79
S-4	MANHOLE PER CITY STANDARDS RIM: 120.50 8" INV IN: 110.59 6" INV IN: 112.25 8" INV OUT: 110.49
S-5	MANHOLE PER CITY STANDARDS RIM: 119.10 8" INV IN: 109.65 8" INV OUT: 109.35

**CONSTRUCTION PLANS**  
**HENNIS ROAD IOS**  
**UTILITY PLAN**  
**WINTER GARDEN**

**REVISIONS**  
 NO. 1  
 DATE 10/20/24  
 BY  
 DESCRIPTION CITY COMMENT RESPONSE

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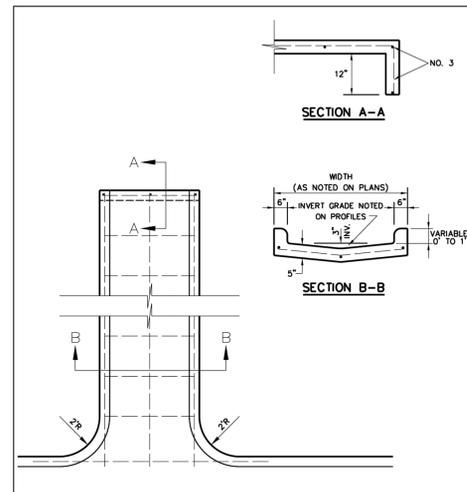
**SEAL:**  
 TYLER S. SUDDETH  
 LICENSE  
 No. 84820  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER

**SUDDETH CIVIL**  
 1125 S. SR 434, WINTER SPRINGS, FL 32708  
 TYLER@SUDDETHCIVIL.COM  
 407-467-4484

PROJECT NO. 001014  
 ISSUE DATE 11/19/2024

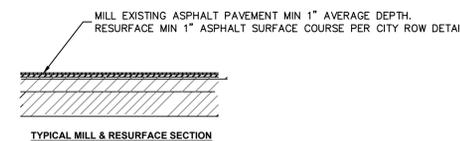
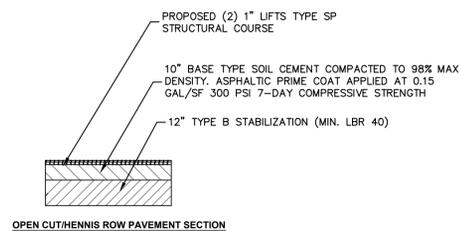
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1

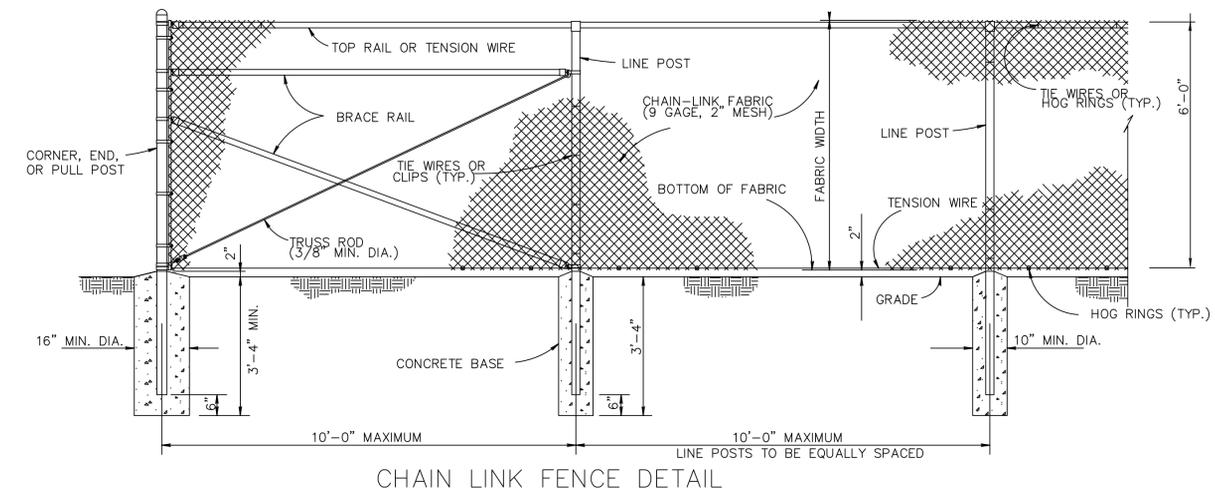
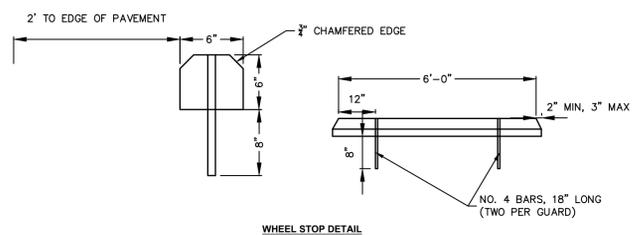
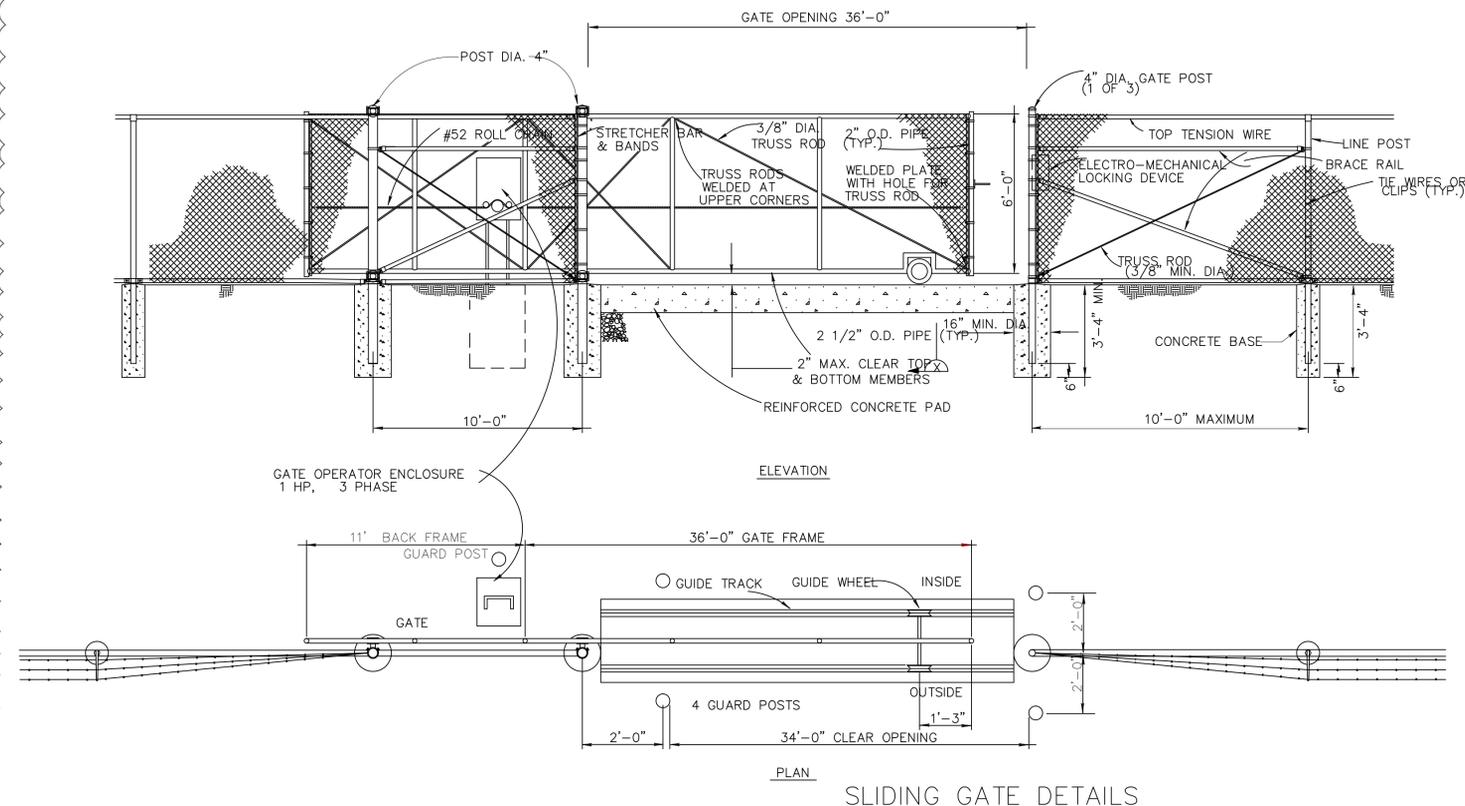


**CONCRETE FLUME DETAIL**

1. CURB HEIGHT TO CONFORM TO SITE CONDITIONS
2. 3,000 PSI CLASS A CONCRETE
3. #3 BARS @ 18" O.C. (TYP) EACH WAY

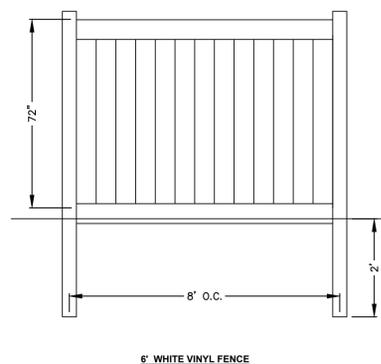


2



**CHAIN LINK SECURITY FENCE NOTES**

1. ASTM CURRENT SPECIFICATION AND TOLERANCES APPLY AND SUPERSEDE ANY CONFLICTING TOLERANCE.
2. CHAIN LINK FABRIC SHALL BE GALVANIZED (ZINC) COATED STEEL PER ASTM A382 AND INCLUDE PRIVACY SLATS.
  - 2.1. SLATS TO BE MANUFACTURED FROM A COMBINATION OF COLOR PIGMENTS, QUALITY HIGH DENSITY VIRGIN POLYETHYLENE AND ULTRAVIOLET INHIBITORS, HAVING A 25 YEAR LIMITED WARRANTY AGAINST EITHER COLOR FADING OR BREAKAGE OF SLATS AND LOCKING-CHANNEL USED UNDER NORMAL CLIMACTIC EXTREMES EXPERIENCED IN NORTH AMERICA AND HAWAII
  - 2.2. COLOR TO BE DETERMINED BY OWNER.
3. FITTINGS SHALL BE IN ACCORDANCE WITH ASTM F626.
4. ALUMINUM AND ALUMINUM ALLOY BARS, RODS, WIRE PROFILES AND TUBES SHALL BE IN ACCORDANCE WITH ASTM B221
5. STRENGTH AND PROTECTIVE COATINGS ON STEEL INDUSTRIAL CHAIN LINK FENCE FRAMEWORK SHALL BE IN ACCORDANCE WITH ASTM F1043.
6. PIPE, STEEL, HOT-DIPPED ZINC-COATED (GALVANIZED) WELDED, FOR FENCE STRUCTURES SHALL BE IN ACCORDANCE WITH ASTM F1083.
7. HORIZONTAL SLIDE GATES SHALL BE IN ACCORDANCE WITH ASTM F1184.
8. SELECTION OF LINE POSTS AND LINE POST SPACING SHALL BE IN
9. ACCORDANCE WITH WLG22445, CHAIN LINK FENCE WIND LOAD GUIDE, OF CHAIN LINK FENCE MANUFACTURERS INSTITUTE. INSTALL CHAIN LINK FENCE SYSTEM, POSTS AND GATES IN ACCORDANCE WITH ASTM F567 AND MANUFACTURER'S INSTRUCTIONS.
10. BARBED WIRE IS NOT PERMITTED FOR ANY PORTION OF THE FENCE LOCATED ALONG HENNIS ROAD



2

NO.	DATE	BY	DESCRIPTION
1	11/19/2024		ISSUE FOR RESPONSE
2	12/11/24		CITY COMMENT RESPONSE

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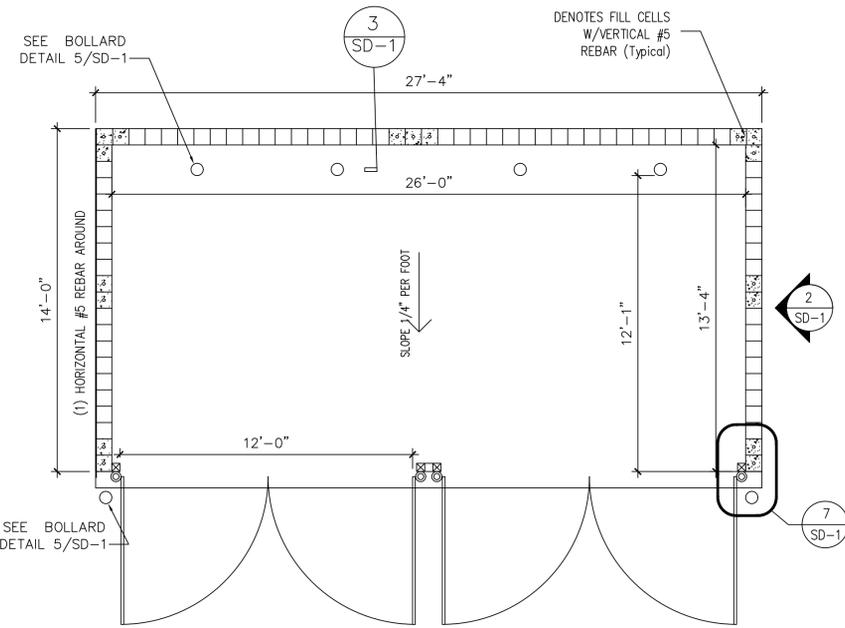


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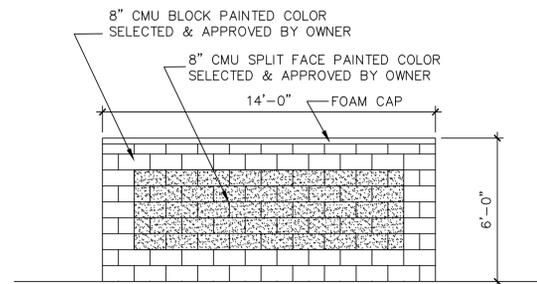
**CONSTRUCTION PLANS**  
**HENNIS ROAD IOS**  
**GENERAL CONSTRUCTION DETAILS**  
**WINTER GARDEN**

PROJECT NO. 001014  
ISSUE DATE 11/19/2024

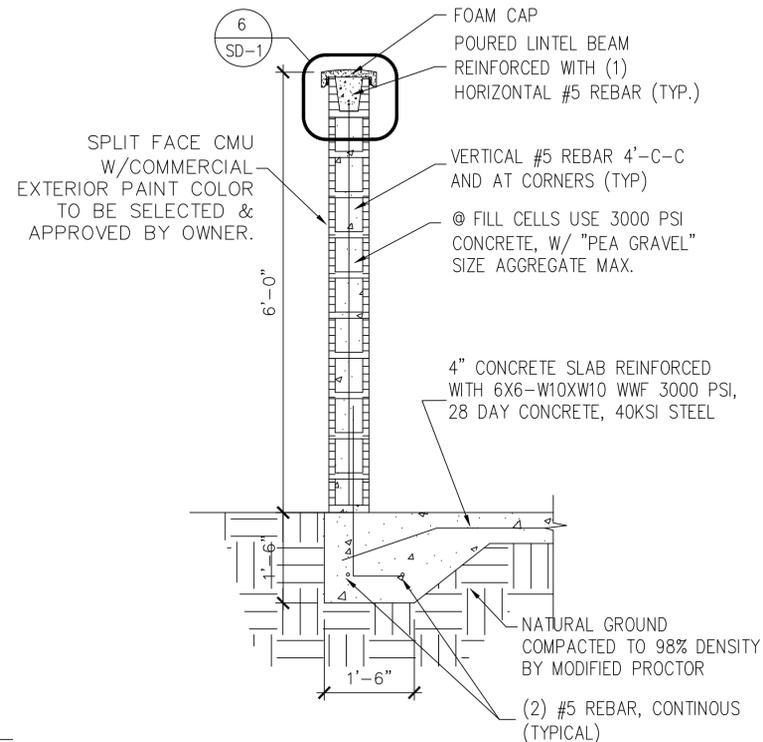
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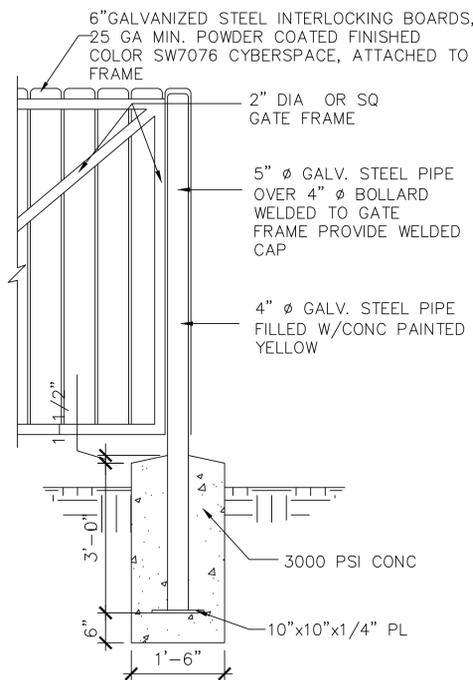
1 DUMPSTER PLAN  
SCALE 1/4"=1'-0"



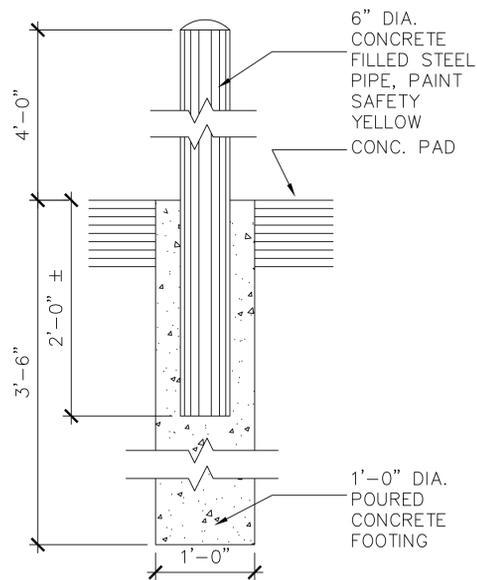
2 DUMPSTER FACADE TYP.  
SCALE 1/4"=1'-0"



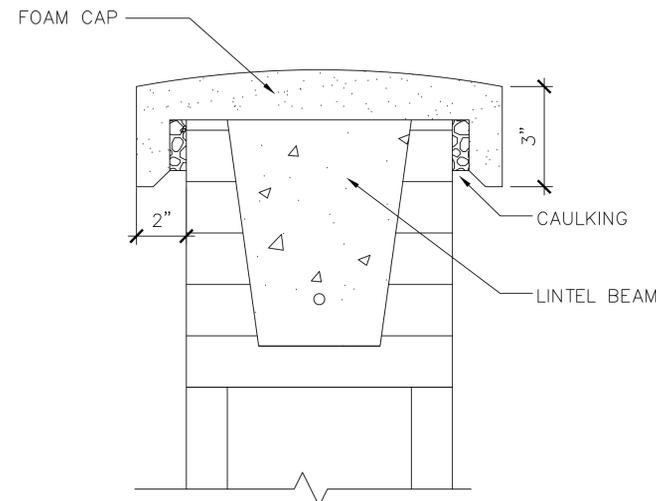
3 DUMPSTER WALL SECTION  
N.T.S.



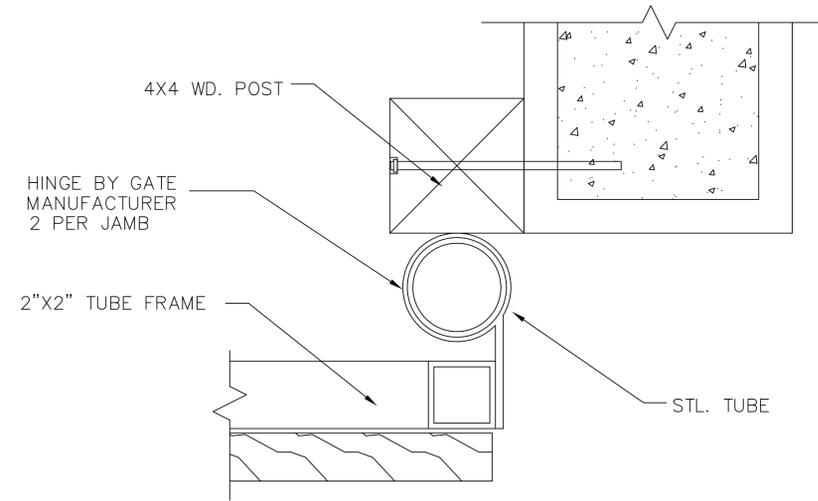
4 HINGE DETAIL  
N.T.S.



5 BOLLARD DETAIL  
N.T.S.



6 FOAM CAP DETAIL  
SCALE 3"=1'-0"



7 JAMB DETAIL  
SCALE 3"=1'-0"

NO.	DATE	BY	DESCRIPTION

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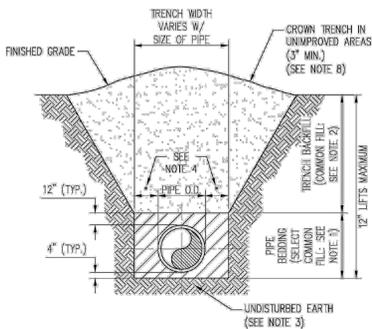


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CONSTRUCTION PLANS  
HENNIS ROAD IOS  
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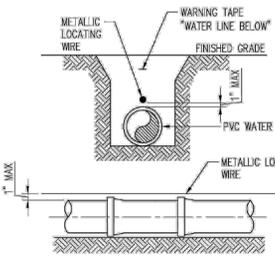


**NOTES:**

- PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
- TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
- PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING MAY BE REQUIRED AS DIRECTED BY THE CITY OF WINTER GARDEN.
- (\*) 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" LARGER.
- WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
- ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
- REFER TO SECTION 32.5 OF THE CITY OF WINTER GARDEN MANUAL OF STANDARDS AND SPECIFICATIONS FOR WASTEWATER AND WATER MAIN CONSTRUCTION FOR SHEETING AND BRACING IN EXCAVATIONS.
- FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN CITY OF WINTER GARDEN RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

**1 STANDARD BEDDING DETAIL**

N.T.S.

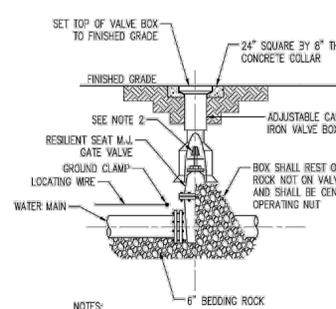


**NOTES:**

- PVC PIPE SHALL REQUIRE INSULATED METALLIC LOCATING WIRE (10 GAUGE COPPER) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE ATTACHED TO THE TOP OF PIPE WITH DUCT TAPE, AT LEAST 5 TIMES PER JOINT.
- LOCATING ROD SHALL TERMINATE AT THE TOP OF EACH VALVE BOX AND BE CAPABLE OF EXTENDING ABOVE TOP OF BOX 2" SO AS NOT TO INTERFERE WITH VALVE OPERATION.

**2 PVC PIPE LOCATING WIRE DETAIL**

N.T.S.

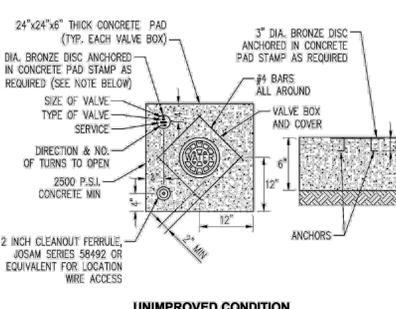


**NOTES:**

- PVC EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
- THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO COME UP TO 4 FOOT DEPTH BELOW FINISHED GRADE.

**3 GATE VALVE & BOX DETAIL**

N.T.S.

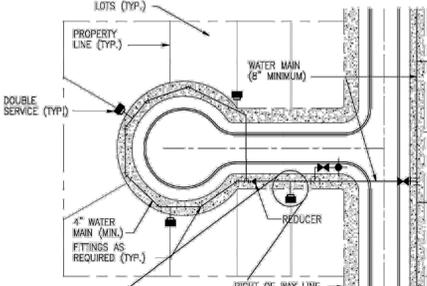


**NOTES:**

- BRONZE IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES.

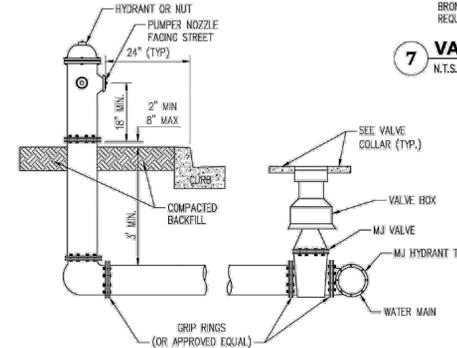
**7 VALVE BOX COLLAR**

N.T.S.



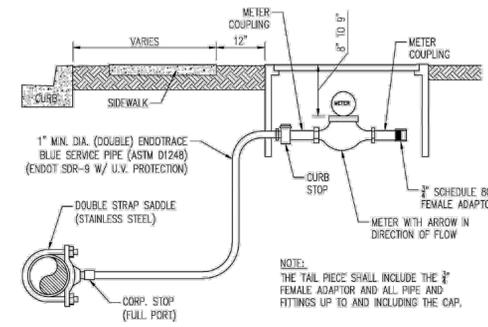
**5 CUL-DE-SAC LOOPING AND METER BOX PLACEMENT DETAIL**

N.T.S.



**6 FIRE HYDRANT ASSEMBLY**

N.T.S.



**DOUBLE SERVICE (TOP VIEW)**

N.T.S.

**SINGLE SERVICE (TOP VIEW)**

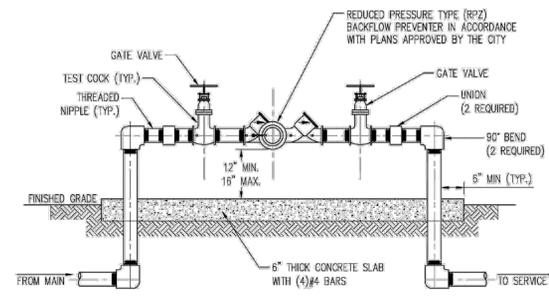
N.T.S.

**NOTES:**

- ALL FITTINGS BETWEEN THE WATER MAIN AND THE METER COUPLING SHALL BE BRASS WITH COMPRESSION/PACK JOINT CONNECTIONS.
- NO SERVICE LINE SHALL TERMINATE UNDER A DRIVEWAY.
- EACH SERVICE SHALL TERMINATE IN A METER BOX ASSEMBLY, WHICH SHALL BE PLACED TO GRADE IN THE UTILITY EASEMENT AT THE PROPERTY LINE(S) OF THE LOT(S) TO BE SERVED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION TO AND INCLUDING THE METER BOX ASSEMBLY. THE CITY SHALL FURNISH THE METER AND THE TAIL PIECE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING THE METER BOX ASSEMBLY TO FINISH GRADE AND MAKING ANY GRADE ADJUSTMENTS TO THE METER BOX IF REGRADE OCCURS.
- ALL SERVICE LINES SHALL BE POLY ENDOTRACHE PIPE AND SHALL BE BLUE IN COLOR W/MRE.
- THE POINT OF CONNECTION IS LOCATED ONE FOOT BEYOND THE METER BOX. THE PLUMBER/CUSTOMER SHALL BE RESPONSIBLE FOR MAINTENANCE BEYOND THE POINT OF CONNECTION.
- IN NO CASE IS METER TO BE INSTALLED IN SIDEWALK OR OTHER PAVED AREAS.

**8 WATER SERVICE DETAIL**

N.T.S.



**NOTES:**

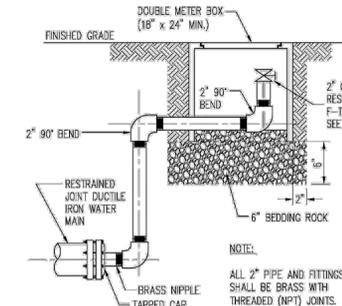
- ALL PIPE AND FITTINGS 2" AND SMALLER SHALL BE THREADED SCHEDULE 80 PVC. NO GALVANIZED PIPE WILL BE APPROVED.
- ALL PIPE LARGER THAN 2" SHALL BE FLANGED DUCTILE IRON PIPE.
- NO GALVANIZED PIPE ALLOWED.

**12 BACKFLOW PREVENTER ASSEMBLY**

N.T.S.

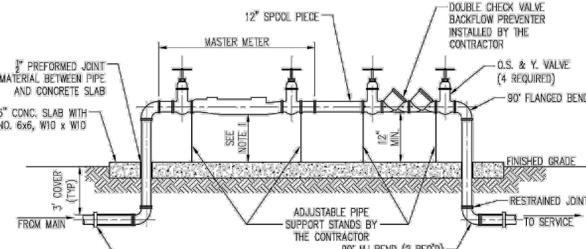
WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS.

THE DETAILS, NOTES AND SPECIFICATIONS SHOWN ON THIS SHEET REPRESENT THE NOTED STANDARDS OF THE CITY OF WINTER GARDEN FOR CONSTRUCTION OF PUBLIC WORKS AND UTILITY INFRASTRUCTURE. BY INCLUDING THE STANDARDS, THE DESIGN ENGINEER HAS ACKNOWLEDGED THAT THEY ARE EFFECTIVE TO THE PROJECT AND THAT DETAILS, NOTES, OR SPECIFICATIONS ARE AS PROVIDED BY THE CITY AND HAVE NOT BEEN REVISED OR MODIFIED WITHOUT WRITTEN APPROVAL FROM THE CITY ENGINEER OR UTILITY DIRECTOR.



**4 BLOWOFF VALVE DETAIL**

N.T.S.

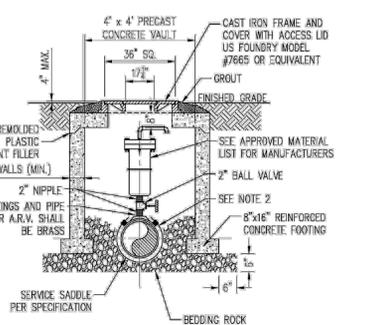


**NOTES:**

- THE CONTRACTOR SHALL CONTACT THE INSPECTOR FOR EXACT ASSEMBLY LENGTH AND HEIGHT ABOVE THE SLAB REQUIRED FOR THE FIRE LINE. MASTER METER TO BE INSTALLED. ALL WIRE, FITTINGS AND APPURTENANCES SHALL BE INSTALLED BY THE CONTRACTOR.
- ALL PIPE LARGER THAN 2 INCH SHALL BE FLANGED DUCTILE IRON PIPE.
- SENSUS METER REQUIRED.
- 2" BYPASS METER SHALL BE CONSTRUCTED ON ALL MASTER METER ASSEMBLIES THREE INCHES AND LARGER.

**9 MASTER METER ASSEMBLY**

N.T.S.

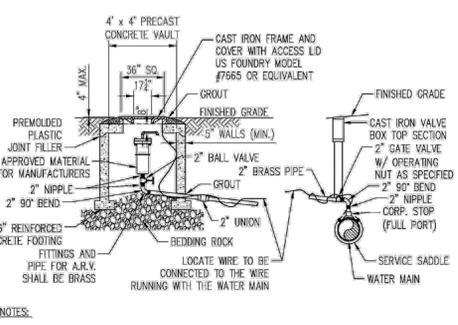


**NOTES:**

- THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 3.0 FEET.
- DOUBLE STRAP SADDLE AND WRAP WITH TWO LAYERS OF WIDE PLASTIC OR POLY TAPE WITH STAINLESS STEEL STRAP.
- PIPE INSTALLATION SHALL BE SUCH THAT THE A.R.V. IS LOCATED AT THE HIGHEST POINT IN THE RESPECTIVE SEGMENT.
- INTERIOR AND EXTERIOR CONCRETE SURFACES SHALL RECEIVE PROTECTIVE COATING AS SPECIFIED FOR VALVE VAULTS.
- CAST IRON FRAME, COVER AND ACCESS LID SHALL BE INSTALLED FLUSH WITH FINISHED GRADE.
- COVER SHALL READ "WINTER GARDEN UTILITIES DIVISION, "SEWER" "RECLAIMED WATER OR POTABLE WATER".
- NO GALVANIZED PIPE/VALVES.

**10 AIR RELEASE VALVE & VAULT**

N.T.S.



**NOTES:**

- THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 4.0 FEET.
- DOUBLE STRAP SADDLE AND WRAP WITH TWO LAYERS OF WIDE PLASTIC OR POLY TAPE WITH STAINLESS STEEL STRAP.
- PIPE INSTALLATION SHALL BE SUCH THAT THE A.R.V. IS LOCATED AT THE HIGHEST POINT IN THE RESPECTIVE SEGMENT.
- INTERIOR AND EXTERIOR CONCRETE SURFACES SHALL RECEIVE PROTECTIVE COATING AS SPECIFIED FOR VALVE VAULTS.
- CAST IRON FRAME, COVER AND ACCESS LID SHALL BE INSTALLED FLUSH WITH FINISHED GRADE.
- COVER SHALL READ "WINTER GARDEN UTILITIES DIVISION, "SEWER" "RECLAIMED WATER OR POTABLE WATER".
- NO GALVANIZED PIPE/VALVES.
- LOCATE WIRE IN THE ARV VAULT SHALL BE SPLICED TO THE WIRE RUNNING WITH THE WATER MAIN AND EXCESS WIRE TO BE PLACED IN ARV VAULT, THE POINT OF CONNECTION AT THE MAIN SHALL HAVE A WATER PROOF CONNECTOR.

**11 OFFSET AIR RELEASE VALVE ASSEMBLY**

N.T.S.

DATE	ITEM	DESCRIPTION
4/4/14	Water Service	
4/4/14	ARY Detail	
1/24	Service Detail Update	

**CITY OF WINTER GARDEN, FLORIDA**  
**STANDARDS AND SPECIFICATIONS**  
**FOR UTILITY CONSTRUCTION**



**STANDARD DETAILS**  
**FOR**  
**POTABLE WATER SYSTEMS**

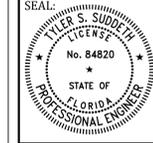
DATE  
**JANUARY 2024**  
SHEET

**2**

2 OF 11

NO.	DATE	BY	DESCRIPTION

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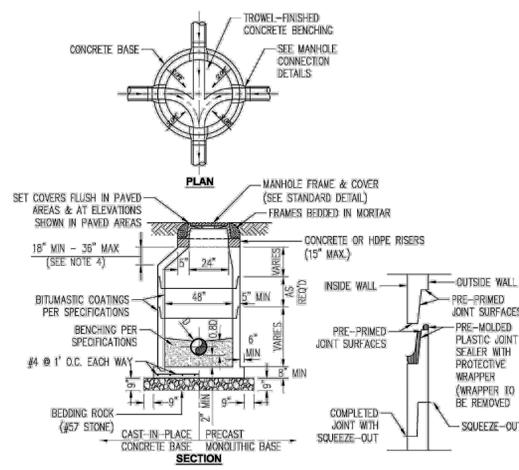


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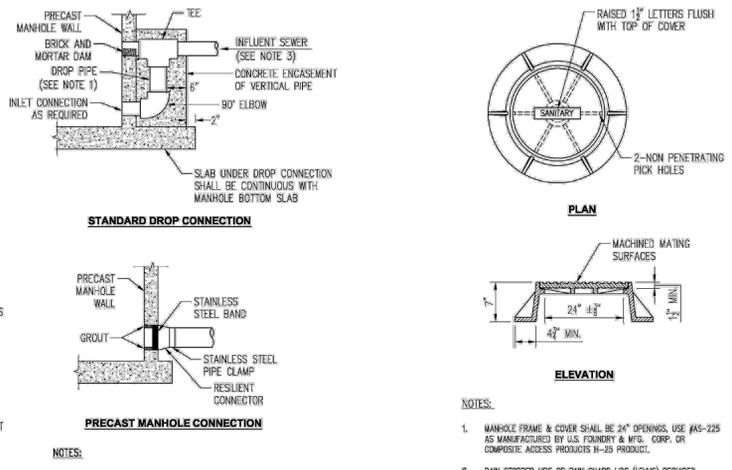
**CONSTRUCTION PLANS**  
**HENNIS ROAD IOS**  
**WINTER GARDEN DETAILS**  
**WINTER GARDEN**

PROJECT NO. 001014  
ISSUE DATE 11/19/2024

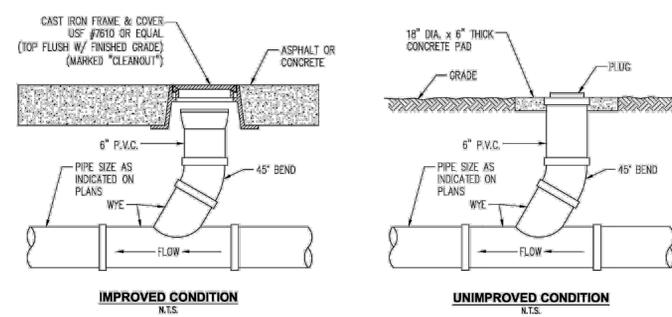
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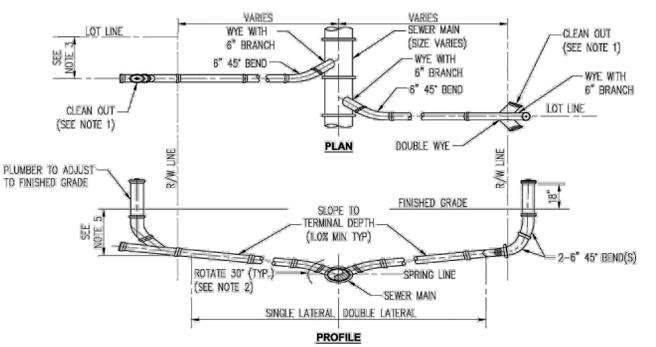
- 1 PRECAST CONCRETE SANITARY MANHOLE**  
N.T.S.
- NOTES:
- DROP CONNECTIONS ARE REQUIRED WHENEVER INVERT OF INFLUENT SEWER IS 24" OR MORE ABOVE THE INVERT OF THE MANHOLE. SEE MANHOLE CONNECTION DETAILS. ALL DROPS TO BE OUTSIDE OF THE MANHOLE.
  - E-2 RAPP OUTSIDE ALL JOINTS
  - GROUT WITH NON-SHRINKING GROUT INSIDE JOINTS
  - NO CONES OVER 3 FT. TALL
  - ALL PRECAST CONCRETE SHALL BE COATED INSIDE AND OUTSIDE WITH COAL TAR EPOXY, MINIMUM 16 MIL DWT.



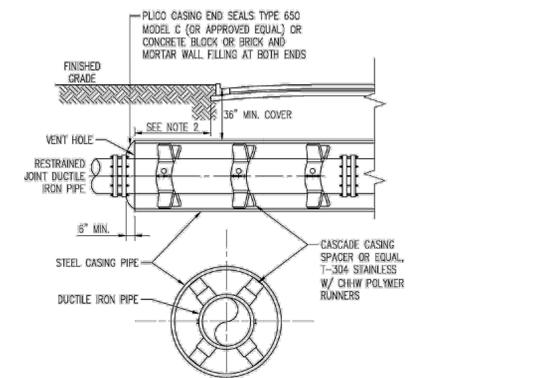
- 2 MANHOLE CONNECTION DETAIL**  
N.T.S.
- NOTES:
- DROP PIPE AND FITTINGS SHALL BE OF EQUAL SIZE AND MATERIAL AS THE INFLUENT SEWER.
  - AN OUTSIDE DROP CONNECTION SHALL BE REQUIRED FOR ALL INFLUENT WHICH HAVE AN INVERT 2' OR MORE ABOVE THEN MANHOLE INVERT.



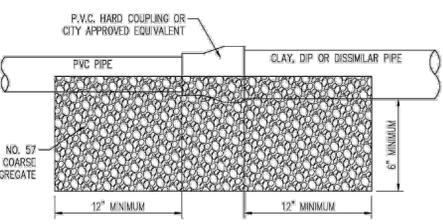
- 3 MANHOLE FRAME AND COVER**  
N.T.S.
- NOTES:
- MANHOLE FRAME & COVER SHALL BE 24" OPENINGS, USE #AS-225 AS MANUFACTURED BY US FOUNDRY & MFG. CORP. OR COMPOSITE ACCESS PRODUCTS H-20 PRODUCT.
  - RAIN STOPPER LIDS OR RAIN GUARD LIDS (LPM45) REQUIRED.



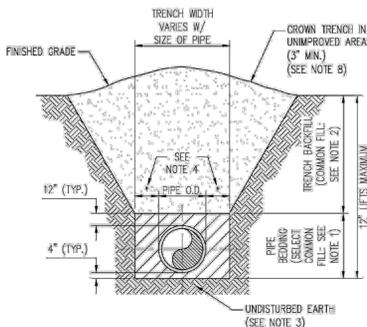
- 4 SANITARY SEWER SERVICE LATERAL DETAIL**  
N.T.S.
- NOTES:
- CLEANOUT SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH STANDARD PLUMBING CODE.
  - INVERT OF SERVICE LATERAL SHALL NOT ENTER SEWER MAIN BELOW SPRING LINE.
  - WYES AND 45° BENDS SHALL BE PVC (SDR 26).
  - LOCATE SINGLE LATERAL AS CLOSE TO LOT LINE AS POSSIBLE, 20" MAXIMUM.
  - 4" TYP TERMINAL DEPTH (3" MIN) REQUIRED FOR SERVICE AT RIGHT-OF-WAY.



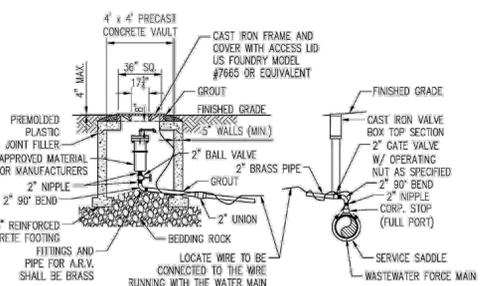
- 5 SEWER MAIN STEEL CASING DETAIL**  
N.T.S.
- NOTES:
- WHERE PRACTICAL, CASING SHALL EXTEND 8' BEYOND EDGE OF PAYMENT AND SHALL NOT BE LESS THAN 6' BEYOND EDGE OF PAYMENT IN ANY CASE.
  - CASING SPACERS AND END SEALS TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
  - DESIGN ENGINEER TO DETERMINE NEED FOR SACRIFICIAL ANODE (S) FOR CORROSION CONTROL.



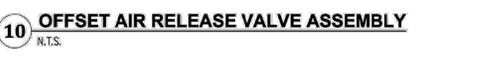
- 6 SEWER MAIN CONNECTION DETAIL**  
N.T.S.
- NOTE:
- FIELD VERIFY MATERIALS OF EXISTING PIPES TO SELECT PROPER CONNECTOR.
  - HARBOR COUPLING OR APPROVED EQUIVALENT FOR ALL PIPE MATERIALS, UNLESS APPROVED IN WRITING BY THE CITY.



- 7 STANDARD BEDDING DETAIL**  
N.T.S.
- NOTES:
- PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND CONTAINING NO MORE THAN 5% PASSING #200 SIEVE.
  - TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND TRENCHING MAY BE REQUIRED AS DIRECTED BY THE CITY OF WINTER GARDEN.
  - PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING MAY BE REQUIRED AS DIRECTED BY THE CITY OF WINTER GARDEN.
  - (\*) 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" LARGER.
  - WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
  - ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
  - REFER TO SECTION 32.5 OF THE CITY OF WINTER GARDEN MANUAL OF STANDARDS AND SPECIFICATIONS FOR WASTEWATER AND WATER MAIN CONSTRUCTION FOR SHEETING AND BRACING IN EXCAVATIONS.
  - FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN CITY OF WINTER GARDEN RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.



- 8 AIR RELEASE VALVE & VAULT**  
N.T.S.
- NOTES:
- THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 4.0 FEET.
  - DOUBLE STRAP SADDLE AND WRAP WITH TWO LAYERS OF WIDE PLASTIC OR POLY TAPE WITH STAINLESS STEEL STRAP.
  - PIPE INSTALLATION SHALL BE SUCH THAT THE A.R.V. IS LOCATED AT THE HIGHEST POINT IN THE RESPECTIVE SEGMENT.
  - INTERIOR AND EXTERIOR CONCRETE SURFACES SHALL RECEIVE PROTECTIVE COATING AS SPECIFIED FOR VALVE VAULTS.
  - CAST IRON FRAME, COVER AND ACCESS LID SHALL BE INSTALLED FLUSH WITH FINISHED GRADE.
  - COVER SHALL READ "WINTER GARDEN UTILITIES DIVISION, "SEWER" RECLAIMED WATER OR POTABLE WATER".
  - NO GALVANIZED PIPE/VALVES.
  - LOCATE WIRE IN THE ARV VAULT SHALL BE SPLICED TO THE WIRE RUNNING WITH THE MAIN AND EXCESS WIRE TO BE PLACED IN ARV VAULT. THE POINT OF CONNECTION AT THE MAIN SHALL HAVE A WATER PROOF CONNECTOR.



- 9 OFFSET AIR RELEASE VALVE ASSEMBLY**  
N.T.S.
- NOTES:
- FIELD VERIFY MATERIALS OF EXISTING PIPES TO SELECT PROPER CONNECTOR.
  - HARBOR COUPLING OR APPROVED EQUIVALENT FOR ALL PIPE MATERIALS, UNLESS APPROVED IN WRITING BY THE CITY.

WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS:  
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DATE	ITEM	DESCRIPTION
4/7/14	Sanitary Manhole	
4/7/14	Offset ARV Detail	
1/24	MH Ring & Cover	

**CITY OF WINTER GARDEN, FLORIDA**  
**STANDARDS AND SPECIFICATIONS**  
FOR UTILITY CONSTRUCTION



**STANDARD DETAILS**  
FOR  
**WASTEWATER SYSTEMS**

DATE  
**JANUARY 2024**  
SHEET  
**3**  
3 OF 11

REVISIONS

NO.	DATE	BY	DESCRIPTION

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY TYLER S. SUDDETH, PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

SEAL  
TYLER S. SUDDETH  
No. 84820  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER

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407-467-4484

CONSTRUCTION PLANS  
**HENNIS ROAD 105**  
WINTER GARDEN DETAILS  
WINTER GARDEN

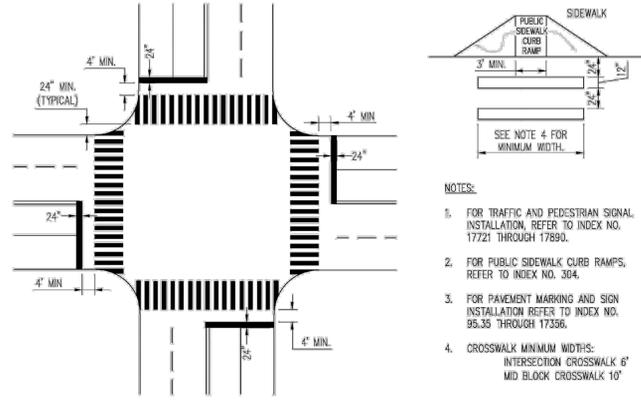
PROJECT NO. 001014  
ISSUE DATE 11/19/2024

SHEET  
**C8.2**

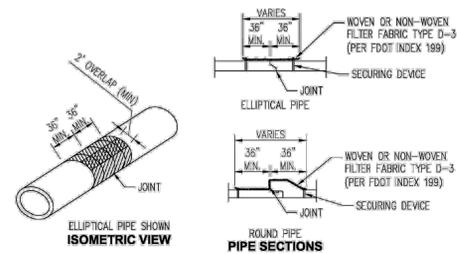


**GENERAL NOTES:**

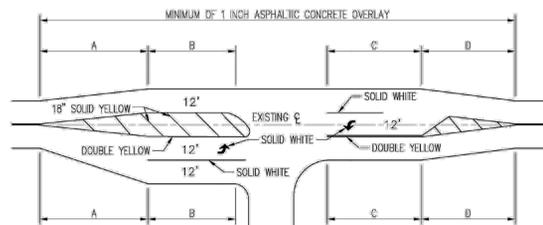
1. ALL NEW STORM AND SANITARY SEWER LINES IN THE CITY OF WINTER GARDEN SHALL BE SUBJECT TO CLOSED CIRCUIT TV INSPECTION PRIOR TO BEING ACCEPTED BY THE CITY, WHETHER PRIVATE OR CITY MAINTAINED. ALL STORM SEWER PIPE SHALL BE REINSPECTED AT THE YEAR END, COST TO BE PAID BY THE OWNER.
2. PIPE MATERIAL SHALL BE AS SHOWN ON THE CONSTRUCTION PLANS UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
3. CONTRACTOR AND OWNER ARE RESPONSIBLE FOR ENSURING THAT ALL CITY, COUNTY, STATE (FDEP, FDOT, SJRWMD, ETC.), AND FEDERAL PERMITS HAVE BEEN ISSUED FOR THE PROJECT.
4. ALL STORM SYSTEM MUST BE WATER-TIGHT WITH ALL JOINTS WRAPPED.
5. STORM SYSTEM WILL BE CLEANED PRIOR TO BEING TV'D.
6. THE OWNER SHALL KEEP A COPY OF THE WATER MANAGEMENT DISTRICT PERMIT, NPDES, NOI AND SWPP PLAN IN A CONSPICUOUS LOCATION ON THE JOB SITE AT ALL TIMES.
7. ALL STORM SEWER MANHOLES FRAME & COVER SHALL BE ASTM 225.
8. CLEAN SAND SHALL CONSIST OF MATERIAL HAVING LESS THAN 5% PASSING THE #200 SIEVE.
9. ONLY CONCRETE RISER RINGS WILL BE ALLOWED TO BE PLACED FOR STORM MANHOLES. ALL RISER RINGS SHALL BE SEALED TO THE STRUCTURE USING WRAPID SEAL. NO MORE THAN 15" WILL BE ALLOWED.
10. STORM SEWER PIPES SHALL MEET ASTM C76 & ASTM C507.
11. ALL STORM SEWER STRUCTURE SECTIONS SHALL BE SEALED WITH WRAPID SEAL.



**1 TYPICAL CROSSWALK**  
N.T.S.



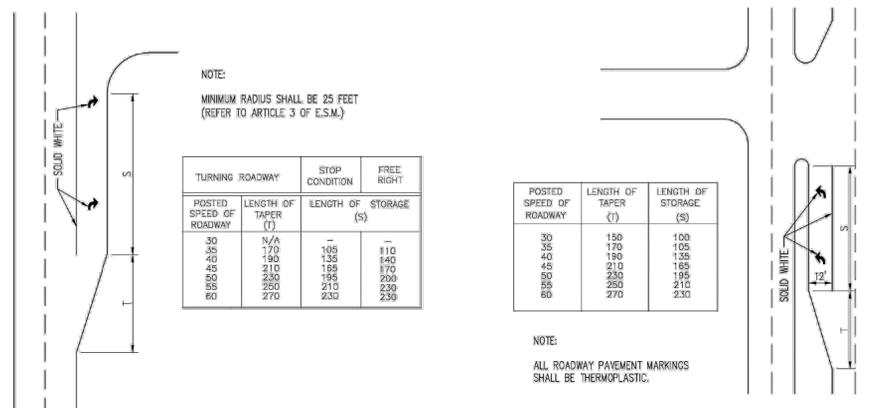
**2 FILTER FABRIC JACKET**  
N.T.S.



- NOTES:**
1. STRIPING ACCORDING TO F.D.O.T. STANDARD INDEX #17348B.
  2. LANE WIDTHS TO MATCH EXISTING LANE WIDTHS.
  3. MINIMUM RADIUS SHALL BE 25 FEET (REFER TO ARTICLE 3 OF E.S.M.)
  4. ALL ROADWAY PAVEMENT MARKING SHALL BE THERMOPLASTIC.

PAVEMENT MARKING LENGTHS				
SPEED	A	B	C	D
40 MPH	190'	110'	135'	190'
45 MPH	210'	140'	165'	210'
50 MPH	230'	170'	195'	230'
55 MPH	250'	200'	240'	250'

**3 TYPICAL INTERSECTION**  
N.T.S.

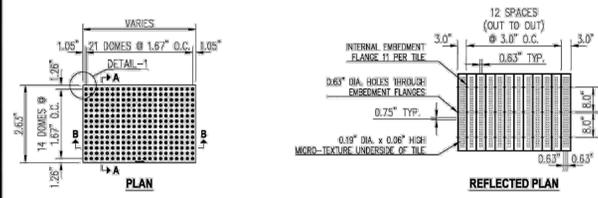


**4 RIGHT TURN DECELERATION LANE**  
N.T.S.

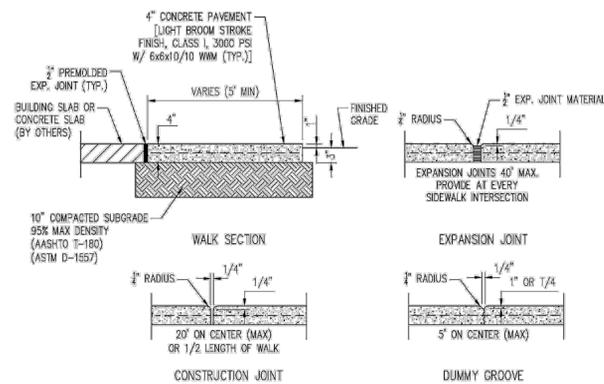
POSTED SPEED OF ROADWAY	LENGTH OF TAPER (T)	LENGTH OF STORAGE (S)
30	150	100
35	170	105
40	190	135
45	210	165
50	230	195
55	250	210
60	270	230

- NOTE:**
1. ALL ROADWAY PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.

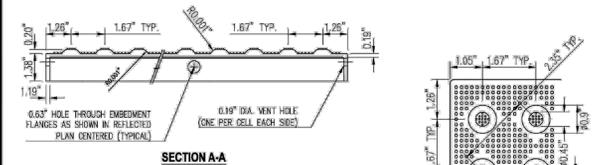
**5 DIVIDED HIGHWAY LEFT TURN STORAGE LANE**  
N.T.S.



**6 CURB RAMPS & DETECTABLE WARNING PLACEMENT**  
N.T.S.



**7 SIDEWALK DETAILS**  
N.T.S.



- NOTE:**
1. CURB RAMP DETECTABLE WARNING TILE SHALL BE ARMOR TILE OR EQUAL.
  2. ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24 INCHES (610 MM) FROM THE BACK OF CURB.

**8 DETECTABLE WARNING DETAIL**  
N.T.S.



PLATE SHALL BE ADDED TO STORMWATER INLETS AS REQUIRED BY THE CITY.

WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS:

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NO.	DATE	DESCRIPTION	BY

**CITY OF WINTER GARDEN, FLORIDA**  
**STANDARDS AND SPECIFICATIONS**  
**FOR ROADWAY & DRAINAGE**  
**CONSTRUCTION**



**STANDARD DETAILS**  
**FOR**  
**PUBLIC SERVICES**

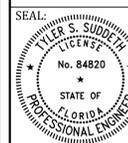
DATE  
**JANUARY 2024**  
SHEET

**9**

9 OF 11

**REVISIONS**

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**CONSTRUCTION PLANS**  
**HENNIS ROAD IOS**  
**WINTER GARDEN DETAILS**  
**WINTER GARDEN**

PROJECT NO. 001014  
ISSUE DATE 11/19/2024

SHEET  
**C8.4**

**CITY OF WINTER GARDEN - GENERAL NOTES:**

- ALL UTILITY SYSTEMS AND IMPROVEMENTS CONSTRUCTED IN THE CITY OF WINTER GARDEN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MANUAL OF STANDARDS AND SPECIFICATIONS FOR UTILITY CONSTRUCTION FOR THE CITY OF WINTER GARDEN, TO BE REFERRED TO AS MSS/CWG. THE LATEST EDITION AT THE TIME PERMITS ARE APPROVED SHALL BE EFFECTIVE FOR THE DURATION OF THE SUBJECT WORK OR PROJECT DEVELOPMENT.
- THE CITY OF WINTER GARDEN GENERAL NOTES AND DETAILS ARE PROVIDED FOR THE CONVENIENCE OF FIELD PERSONNEL. THEY DO NOT INCLUDE ALL REQUIREMENTS OF THE MSS/CWG. THE CONTRACTOR SHALL REFER TO THE FULL TEXT OF THE MSS/CWG FOR FURTHER DETAIL AND CLARITY WHEN NEEDED.
- ANY REQUEST FOR VARIANCE OR NONCOMPLIANCE FROM THE MSS/CWG NOTED ABOVE MUST BE APPROVED BY THE CITY ENGINEER OR UTILITIES DIRECTOR.
- THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN CLOSE PROXIMITY TO WATER, WASTEWATER, RECLAIMED WATER AND OTHER UTILITY SYSTEMS. THE CONTRACTOR SHALL COORDINATE UTILITY LOCATIONS WITH RESPECTIVE UTILITY OWNERS AND/OR CALL "SUNSHINE ONE CALL", 1-800-432-4770 A MINIMUM OF 72 HOURS IN ADVANCE.
- CONTRACTOR'S DAMAGE OF WINTER GARDEN UTILITY SYSTEM: THE CONTRACTOR SHALL IMMEDIATELY NOTIFY AND REPORT DAMAGE TO THE CITY OF WINTER GARDEN UTILITY DIVISION, (NO MESSAGE) PHONE # 407-656-4100.
- IMMEDIATE REPAIR OF DAMAGED UTILITY SYSTEM: THE CONTRACTOR SHALL IMMEDIATELY REPAIR ANY DAMAGE TO THE CITY OF WINTER GARDEN UTILITY SYSTEM AS REQUIRED BY THE UTILITY OWNER AT CONTRACTOR'S COST. IN CASE OF UNRESPONSIVE ACTION BY THE CONTRACTOR, THE CITY RESERVES RIGHT TO REPAIR DAMAGE. THE CONTRACTOR SHALL REIMBURSE THE CITY OF WINTER GARDEN OF ALL REPAIR COST.
- ADVANCE NOTIFICATION OF CONSTRUCTION: THE CONTRACTOR SHALL NOTIFY CITY OF WINTER GARDEN UTILITY DIVISION, PH# 407-656-4100, AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY.
- ADVANCE NOTIFICATION OF UTILITY CONNECTION: THE CONTRACTOR SHALL NOTIFY THE CITY OF WINTER GARDEN AT LEAST SEVEN CALENDAR DAYS IN ADVANCE TO SCHEDULE CONNECTIONS TO UTILITY SYSTEM.
- UTILITY VALVE OPERATION: ONLY CITY OF WINTER GARDEN UTILITY PERSONNEL SHALL OPERATE VALVES AND FIRE HYDRANTS. THE CONTRACTOR, WHEN NEEDED, SHALL CALL THE CITY TO REQUEST VALVE OPERATIONS AT LEAST TWO (2) DAYS IN ADVANCE OF CONSTRUCTION WORK.
- OPERATIONS INVOLVING WATER OR WASTEWATER FACILITIES INCLUDING PUMPING STATIONS: THE CONTRACTOR SHALL COORDINATE AT LEAST TWO (2) WEEKS IN ADVANCE. ANY CONSTRUCTION OPERATION THAT MAY REQUIRE THE DISCONTINUATION OF SERVICE OR OPERATION OF A FACILITY. THE CITY WILL PROVIDE PERSONNEL TO OPERATE THE CITY FACILITIES.
- REQUIRED TESTING BY CONTRACTOR: THE CONTRACTOR SHALL NOTIFY THE CITY OF WINTER GARDEN AT LEAST TWO (2) DAYS PRIOR TO SAMPLING ACTIVITIES FOR PURPOSE OF TESTING AS REQUIRED BY THE CITY. THE CONTRACTOR SHALL NOT TEST OR SAMPLE WITHOUT OBSERVATION BY CITY INSPECTION PERSONNEL.
- TEMPORARY OR CONSTRUCTION WATER SERVICE CONNECTIONS PROVIDED BY FIRE HYDRANT CONNECTION: THE CITY WILL PROVIDE METER ON FIRE HYDRANT. THE CONTRACTOR SHALL PROVIDE NON-REFUNDABLE ACCOUNT INITIATION FEE, A REFUNDABLE SECURITY DEPOSIT FOR THE METER APPARATUS AND PAY ALL COST FOR WATER USED.
- ALL AS-BUILT MEASUREMENTS & ELEVATIONS ARE TO BE MADE BY A LICENSED LAND SURVEYOR.

**CITY OF WINTER GARDEN - WATER SYSTEM NOTES:**

- THE CONTRACTOR SHALL PROVIDE AND INSTALL A CITY APPROVED BACKFLOW DEVICE ASSEMBLY AT EACH CONNECTION POINT TO THE CITY WATER SYSTEM.
- THE CONTRACTOR SHALL HYDROSTATICALLY TEST ALL WATER MAINS AND SERVICE LATERALS AT 150 PSI FOR A TWO HOUR PERIOD. TESTING MUST BE OBSERVED BY A CITY INSPECTOR.
- THE CONTRACTOR SHALL INSTALL WARNING TAPE OVER ALL NEW WATER MAINS. WARNING TAPE SHALL BE AS FOLLOWS: NON-DETECTABLE, SIZE 3" WITH "WATER LINE BELOW", MUST BE PLACED 8" TO 12" BELOW FINISHED GRADE ON ALL PVC WATER MAINS, LATERALS AND HEADER TEES. NUMBER 10 GAUGE TRACER WIRE SHALL BE ATTACHED TO THE TOP OF THE PIPE WITH DUCT TAPE, AT LEAST FIVE TIMES PER JOINT. THE TRACER WIRE SHALL ALSO BE ATTACHED TO ALL PVC LATERALS AND ATTACHED TO THE OUTSIDE OF EACH VALVE BOX SO THAT A PIPE LOCATOR CAN BE CONNECTED TO IT.
- THE CONTRACTOR SHALL INSTALL WATER MAINS PER MSS/CWG SPECIFICATIONS. SOLVENT CEMENTED JOINTS AND THRUST BLOCKS ON PIPING SYSTEMS SHALL NOT BE ALLOWED.
- THE CONTRACTOR SHALL INSTALL ALL WATER MAINS TO A MINIMUM DEPTH OF 36 INCHES AND A MAXIMUM DEPTH OF 42 INCHES BELOW FINAL GRADE.
- THE CONTRACTOR SHALL INSTALL ALL SERVICE LATERALS A UNIFORM DISTANCE APART. LOCATED ON PROPERTY LOT LINE AT 90° FROM THE WATER MAIN. SERVICE LATERALS SHALL BE SEPARATELY CONNECTED TO THE WATER MAIN, NOT SPIGDED TOGETHER.
- THE CONTRACTOR SHALL CUT A "W" INTO CONCRETE CURB, LOCATED INSIDE OF A PAINTED BLUE SQUARE, LOCATED DIRECTLY IN FRONT OF EACH SERVICE LATERAL.
- THE CONTRACTOR SHALL INSTALL CURB STOP, IN METER BOX, CURB STOP SHALL BE SET 8" BELOW FINISHED GRADE.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL IN-LINE VALVES ON WATER MAINS AT 1,000 FOOT MAXIMUM SPACING BETWEEN VALVES. VALVES SHALL BE LOCATED ON ALL TEES AND CROSSES. WATER MAINS SHALL BE PLACED UNDER SIDEWALKS WHERE POSSIBLE.
- ALL WATERMANS SHALL BE CLEANED BY PIGGING THE LINE WITH A FOAM PIG (MINIMUM OF 2 IN SERIES, 1 FLUSH). A FULL BORE FLUSH MAY BE REQUIRED AFTER PIGGING TO ENSURE THE PIPE IS CLEAN AND READY FOR SERVICE. THE CONTRACTOR SHALL COORDINATE LINE PIGGING AND FULL BORE FLUSH WITH THE CITY INSPECTOR.
- THE CONTRACTOR SHALL DEMONSTRATE THAT LOCATION WIRE INSTALLED OVER ALL WATER MAINS IS IN WORKING CONDITION AT TIME OF ACCEPTANCE BY THE CITY.
- ALL NEW SUBDIVISION CONSTRUCTION SHALL INSTALL DOUBLE POTABLE WATER SERVICES AT THE PROPERTY LINES.

**CITY OF WINTER GARDEN - WASTEWATER SYSTEM NOTES:**

- SANITARY SEWER MAINS AND SERVICES SHALL BE PVC SDR-26 (MINIMUM). FITTINGS SHALL BE SDR-26. DUCTILE IRON IS NOT APPROVED FOR SANITARY SEWERS.
- ALL SERVICES SHALL BE 6" (MINIMUM) DIAMETER AND TERMINATE AT THE PROPERTY LINE WITH 6" CLEAR OUT. (36" TO 48" DEEP AT LOT LINE)
- MAGNETIC TAPE MUST BE PLACED 2" ABOVE THE TOP OF PIPE FOR THE ENTIRE LENGTH OF ALL MAINS AND SERVICES.
- ALL SANITARY MANHOLES SHALL BE PAINTED INSIDE AND OUT WITH "BITUMASTIC SUPER SERVICE BLACK", BY KOPPERS OR APPROVED EQUAL. MANHOLES RECEIVING FLOW FROM FORCE MAINS SHALL BE LINED WITH FIBERGLASS, HOPE OR EPOXY AT THE PRECASTERS FACILITY.
- ALL PIPE CONNECTIONS TO PRE-CAST MANHOLES SHALL BE MADE USING A FLEXIBLE EPDM RUBBER BOOT AND STAINLESS STEEL STRAP OR CAST IN BOOT BY A-LOK, Z-LOK OR EQUAL.
- CONNECTIONS MADE TO EXISTING MANHOLES SHALL BE CORE BORED WITH A MINIMUM 6" BORE AND CONNECTION SEALED WITH FLEXIBLE BOOT AND STAINLESS STEEL CLAMP.
- DEAD END MANHOLES SHALL HAVE A MINIMUM OF 5 FEET OF COVER FROM FINISHED GRADE TO OUTLET PIPE INVERT.
- ALL PRECAST SEWER MANHOLES SHALL HAVE A 4 FOOT MINIMUM HIGH BARREL. CONE SECTIONS SHALL BE 3 FOOT MAXIMUM. CONCRETE DONUTS FOR EXTENDING ARE ACCEPTABLE TO RAISE MANHOLES UP TO 1 FOOT MAXIMUM.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL BALLCENTRIC PLUG VALVES IN FORCE MAINS AT 1,000 FOOT MAXIMUM SPACING BETWEEN VALVES. VALVES SHALL BE LOCATED AT ALL TEES AND CROSSES.
- THE CONTRACTOR SHALL CUT A "S" INTO CONCRETE CURB LOCATED INSIDE OF A PAINTED GREEN SQUARE BOX, IN FRONT OF EACH SERVICE LOCATION.
- THE CONTRACTOR SHALL PROVIDE TV INSPECTION OF ALL SANITARY SEWER MAINS AFTER SYSTEM IS COMPLETED, THOROUGHLY CLEANED, DRAINED AND FULLY VISIBLE. TV INSPECTION SHALL BE PERFORMED IN ACCORDANCE WITH SPECIFICATIONS. FAULTY INSPECTION DUE TO POOR CONDITIONS WILL REQUIRE REINSPECTION BY CONTRACTOR.
- THE CONTRACTOR SHALL PROVIDE A (WARRANTY) TV INSPECTION AT THE TWO YEAR IN SERVICE MILESTONE FOR EACH SYSTEM.
- THE CONTRACTOR SHALL PROVIDE SANITARY SEWER TESTING, EXFILTRATION OR AIR, AS REQUIRED BY DESIGN ENGINEER AND SUBMIT CERTIFIED RESULTS TO THE CITY ENGINEER.
- GRAVITY SEWERS DEPTHS SHALL NOT EXCEED 18 FEET.
- THE DESIGN ENGINEER SHALL PROVIDE A MINIMUM OF ONE FOOT OF FREEBOARD BETWEEN THE LOWEST FINISHED FLOOR ELEVATION AND THE TOP ELEVATION OF THE NET WELL.
- ALL PENETRATIONS INTO CONCRETE STRUCTURES SHALL BE PRE-CAST OR CORE-DRILLED.
- WARRANTY - ALL MATERIALS & EQUIPMENT TO BE FURNISHED AND/OR INSTALLED BY THE CONTRACTOR SHALL BE WARRANTED FOR A PERIOD OF TWO YEARS FROM THE DATE OF FINAL ACCEPTANCE THEREOF AGAINST DEFECTIVE MATERIALS, DESIGN, AND WORKMANSHIP. UPON RECEIPT OF NOTICE FROM THE CITY OF FAILURE OF ANY PART OF THE WARRANTED EQUIPMENT OR MATERIALS DURING THE WARRANTY PERIOD, THE AFFECTED PARTS, PARTS, OR MATERIALS SHALL BE PROMPTLY REPLACED BY THE CONTRACTOR WITH NEW PARTS OR MATERIALS AT NO EXPENSE TO THE CITY. IN THE EVENT THE CONTRACTOR FAILS TO MAKE THE NECESSARY REPLACEMENT OR REPAIRS IMMEDIATELY AFTER NOTIFICATION, THE CITY MAY ACCOMPLISH THE WORK AT THE EXPENSE OF THE CONTRACTOR.

**CITY OF WINTER GARDEN - RECLAIMED WATER SYSTEM NOTES:**

- ALL PRIVATE RECLAIMED WATER SYSTEMS SHALL HAVE A CITY APPROVED BACKFLOW DEVICE ASSEMBLY AT EACH CONNECTION POINT WHEN CONNECTED TO THE CITY POTABLE WATER SYSTEM.
- ALL MAINS AND SERVICE LATERALS SHALL BE HYDROSTATICALLY TESTED AT 150 PSI FOR A TWO HOUR PERIOD.
- WARNING TAPE, NON-DETECTABLE, SIZE 3" WITH "REUSE WATER LINE BELOW", MUST BE PLACED 8" TO 12" BELOW FINISHED GRADE ON ALL PVC WATER MAINS, LATERALS AND HEADER TEES. NUMBER 10 GAUGE TRACER WIRE SHALL BE ATTACHED TO THE TOP OF THE PIPE WITH DUCT TAPE, AT LEAST FIVE TIMES PER JOINT. THE TRACER WIRE SHALL ALSO BE ATTACHED TO ALL PVC LATERALS AND ATTACHED TO THE OUTSIDE OF EACH VALVE BOX SO THAT A PIPE LOCATOR CAN BE CONNECTED TO IT. THE CONTRACTOR SHALL DEMONSTRATE THE LOCATE WIRE TO BE IN WORKING CONDITION AT PROJECT COMPLETION.
- THE CONTRACTOR SHALL INSTALL RECLAIMED WATER MAINS PER MSS/CWG. SOLVENT CEMENTED JOINTS AND THRUST BLOCKS SHALL NOT BE ALLOWED.
- REUSE WATER MAIN SHALL BE BURIED TO A MINIMUM DEPTH OF 36" AND A MAXIMUM DEPTH 42" BELOW FINAL GRADE.
- SERVICE LATERALS MUST BE LOCATED A UNIFORM DISTANCE APART AND ALIGNED TO PROPERTY LOT LINE AT 90° FROM THE RECLAIMED WATERMAIN.
- CUSTOMER SERVICE LATERALS SHALL NOT BE SPIGDED TOGETHER BETWEEN THE WATER MAIN AND CURB STOP.
- THE CONTRACTOR SHALL CUT CURB A "R" INTO CONCRETE CURB LOCATED INSIDE OF A PAINTED SQUARE (PURPLE), DIRECTLY IN FRONT OF EACH SERVICE LATERAL AND VALVE.
- THE CONTRACTOR SHALL SET DEPTH OF CURB STOP, IN METER BOX, 8" BELOW FINISHED GRADE.
- THE CONTRACTOR SHALL INSTALL VALVE(S) IN MAIN, NO MORE THAN 1,000 FEET APART IN BETWEEN TEES AND CROSSES. VALVES SHALL BE PROVIDED AT EACH TEE OR CROSS LOCATED IN MAIN LINE.
- RECLAIMED WATER MAINS MAY BE LOCATED UNDER SIDEWALKS. RECLAIMED MAINS LOCATED UNDER PAVEMENT SHOULD BE MINIMIZED.
- ALL WATERMANS SHALL BE CLEANED BY PIGGING THE LINE WITH A FOAM PIG (MINIMUM OF 2 IN SERIES, 1 FLUSH). A FULL BORE FLUSH MAY BE REQUIRED AFTER PIGGING TO ENSURE THE PIPE IS CLEAN AND READY FOR SERVICE. THE CONTRACTOR SHALL COORDINATE LINE PIGGING AND FULL BORE FLUSH WITH THE CITY INSPECTOR.
- RECLAIMED WATERMAIN MAINS SHALL BE 8 INCH DIAMETER MINIMUM. 4 INCH IS ALLOWED ON DEAD END RUNS SERVING LESS THAN 20 HOMES. THE DESIGN ENGINEER SHALL SUBMIT HYDRAULIC CALCULATIONS THAT DEMONSTRATE THE PROPOSED SYSTEM WILL PROVIDE REQUIRED FLOWS AND MAINTAIN SYSTEM ABOVE MINIMUM PRESSURE. PEAK IRRIGATION RATE SHALL BE SIX(6) TIMES GREATER THAN THE AVERAGE IRRIGATION RATE OF FLOW.
- RECLAIMED WATER SYSTEM COMPONENTS INCLUDING PIPE, VALVE BOX TOPS AND METER BOX TOPS SHALL BE RECLAIMED PURPLE IN COLOR.

**CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION OF SEWER LINES**

- GENERAL:**
- ALL NEW SANITARY SEWER LINES, PRIVATE OR CITY MAINTAINED, IN THE CITY OF WINTER GARDEN'S SERVICE AREA SHALL BE INSPECTED BY CLOSED CIRCUIT TV INSPECTION BY THE CONTRACTOR WITH A CITY INSPECTOR PRESENT PRIOR TO BEING ACCEPTED BY THE CITY.
- REQUIREMENTS PRIOR TO INSPECTION RELEASE:**
- ALL ELEMENTS OF THE SEWER SYSTEM MUST BE INSTALLED AND BE COMPLETELY FINISHED, INCLUDING MAIN SEWER LINES, LATERALS, CLEAN OUTS, AND MANHOLES PRIOR TO CCTV INSPECTION.
  - ALL SEWER LINES SHALL BE COMPLETELY CLEANED OF ALL DEBRIS, SAND, WATER, ETC. PRIOR TO THE CCTV INSPECTION. ANY OBJECT OR MATTER THAT PREVENTS CCTV INSPECTION FROM VIEWING CONDITION OF PIPELINE IS CONSIDERED AN OBSTRUCTION REQUIRING ADDITIONAL CLEANING. WHEN CCTV VIEW IS OBSTRUCTED, INSPECTION SHALL BE TERMINATED. THE CONTRACTOR SHALL CLEAN THE SEWER SYSTEM COMPLETELY AND RESCHEDULE CCTV RE-INSPECTION WITH THE CITY.
  - A HYDRAULIC SEWER CLEANER SHALL NOT BE USED DURING THE CCTV INSPECTION, IF LINES ARE FOUND TO BE OBSCURED BY WATER OR DEBRIS DURING THE CCTV INSPECTION, THE INSPECTION SHALL BE TERMINATED AND RESCHEDULED TO A TIME WHEN SEWER CLEANING IS COMPLETE.
  - WHEN A SEWER LINE IS UNDER A PAVED AREA, THE AREA SHALL BE COMPACTED AND PRIMED BEFORE THE SYSTEM SHALL BE RELEASED FOR TV INSPECTION.

**TELEVISION EQUIPMENT MINIMUM REQUIREMENTS:**

- THE CLOSED CIRCUIT TV CAMERA SHALL PRODUCE A CLEAR COLOR PICTURE ON THE MONITOR AND ON THE DVD RECORDING. THE CAMERA SHALL BE ABLE TO SHOW DETAIL TO THE POINT THAT ALL JOINTS AND ANY DEFECTS MAY BE READILY SEEN AT THE TIME OF THE INSPECTION. THE CAMERA SHALL STOP AND PAN AT EACH JOINT FOR COMPLETE 360 DEGREE INSPECTION.
- REFER TO APPENDIX B OF THE REFERENCED STANDARDS FOR SPECIFICATION OF CLOSED CIRCUIT TELEVISION INSPECTION EQUIPMENT.
- THE VIDEO RECORDER SHALL PRODUCE A NO NOISE STILL PICTURE, AND PROVIDE BOTH AUDIO AND VIDEO DURING THE INSPECTION.
- A MEASURING DEVICE, APPROVED BY THE CITY, TO CHECK THE GRADE OF THE PIPE DURING THE INSPECTION, SHALL BE REQUIRED. GAUGE DEPTH, 0" TO 2" MIN. WITH 1/2" MARKINGS.
- AUDIO OF THE INSPECTION SHALL BE SIMULTANEOUSLY RECORDED ON DVD DISC. THE AUDIO SHALL CONSIST OF ORDINARY DESCRIPTION AND COMMENTARY. A TAPE WILL BE GIVEN TO THE INSPECTOR ON SITE AT THE END OF THE DAY.

**PROCEDURE FOR TELEVISIONS:**

- THE CITY'S ENGINEERING INSPECTION DIVISION SHALL BE GIVEN AT LEAST THREE (3) BUSINESS DAYS NOTICE PRIOR TO THE TIME PLANNED FOR THE TV INSPECTION TO COMMENCE. A DEFINITE TIME AND DATE WILL BE AGREED UPON BY THE CONTRACTOR AND INSPECTOR AT THAT TIME.
- NO INSPECTION SHALL COMMENCE WITHOUT THE PRESENCE OF THE INSPECTOR, EXCEPT WHEN PRIOR ARRANGEMENTS HAVE BEEN MADE BETWEEN THE CONTRACTOR, INSPECTOR, AND THE CITY. TV INSPECTION SHALL BE PERFORMED BY THE CONTRACTOR AT THE EXPENSE OF THE CONTRACTOR.
- ALL CCTV INSPECTIONS SHALL COMMENCE UP STREAM OF THE SYSTEM TO PREVENT FOREIGN SUBSTANCES FROM ENTERING A SECTION PREVIOUSLY TELEVIEWED. THE CAMERA SHALL BE STARTED FROM THE DOWNSTREAM MANHOLE AND PROCEED UPSTREAM IN DIRECTION OPPOSING THE NORMAL FLOW IN THE LINE. THIS PROCEDURE WILL ALLOW FOR THE VIEWING OF THE SERVICE LATERALS.
- BEFORE THE CAMERA IS PLACED IN THE SEWER LINE, WATER WITH YELLOW OR ORANGE DYE SHALL BE PUT INTO THE UPSTREAM MANHOLE OF THE SECTION BEING TELEVIEWED. CAMERA WILL HAVE A GAUGE SHOWING 1/2" MARKS FROM 1/2" TO 2-1/2". THIS WILL ENABLE THE CAMERA TO DETECT ANY CHANGES IN GRADE THAT MAY BE PRESENT IN THE SYSTEM.
- THE CCTV AND DVD RECORDER SHALL BE TURNED ON BEFORE THE CAMERA IS PLACED IN THE MANHOLE FOR INSPECTION AND SHALL NOT BE TURNED OFF UNTIL THE CAMERA IS REMOVED FROM THE MANHOLE. THE CAMERA SHALL BE MOVED THROUGH THE LINE UNDER THE CONTROL OF THE CCTV CAMERA OPERATOR. THE CAMERA SHALL BE DRAWN THROUGH THE LINE AT A RATE NOT TO EXCEED THIRTY (30) FEET PER MINUTE AND SHALL STOP AT ALL SERVICE CONNECTIONS AND PIPE JOINTS IN THE PIPELINE.
- A DVD RECORDING SHALL BE MADE OF THE ENTIRE SYSTEM BEING TELEVIEWED. THIS SHALL BECOME THE PROPERTY OF THE CITY UPON COMPLETION OF THE TV INSPECTION (NOT A COPY). THE TAPE(S) SHALL BE LABELED IN SUCH A MANNER THAT STATES THE PROJECT NAME, DATE OF INSPECTION AND LINE SECTION ACCORDING TO CONSTRUCTION PLANS CONTAINED ON EACH TAPE. A WRITTEN REPORT SHALL ACCOMPANY THE DVD DISC.

**CITY OF WINTER GARDEN - TRUST RESTRAINT TABLE**

MINIMUM LENGTH(FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)	PIPE SIZE								
	6"	8"	10"	12"	16"	20"	24"	30"	36"
90° BEND	19	25	30	34	44	52	60	70	80
45° BEND	8	10	12	14	18	21	25	30	34
22-1/2° BEND	4	5	6	7	9	10	12	14	16
11-1/4° BEND	2	3	4	5	6	7	8	9	10
PLUG, DEAD END OR BRANCH OF TEE VALVE	40	52	63	72	93	111	130	155	178
	20	25	32	36	47	56	78	116	88

MINIMUM LENGTH(FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)	PIPE SIZE								
	6"	8"	10"	12"	16"	20"	24"	30"	36"
90° BEND	29	37	44	51	65	77	89	105	120
45° BEND	12	15	18	21	27	32	37	44	50
22-1/2° BEND	6	7	9	10	13	15	18	21	24
11-1/4° BEND	3	4	5	6	7	8	9	10	12
PLUG, DEAD END OR BRANCH OF TEE VALVE	59	77	93	108	138	166	194	231	265
	59	77	93	108	138	166	194	231	265

**THRUST RESTRAINT NOTES:**

- THE TABLES INDICATE MINIMUM LENGTHS OF RESTRAINED JOINTS ON EACH SIDE OF FITTINGS AND CHANGES IN DIRECTION, WHERE PRACTICAL, FULL LENGTHS OF RESTRAINED PIPE SHALL BE LAID TO ACHIEVE THE REQUIRED MINIMUM RESTRAINT.
- WHERE COMBINATIONS OF FITTINGS ARE USED, THE PIPING BETWEEN THE FITTINGS SHALL BE RESTRAINED. THE MINIMUM RESTRAINED LENGTH OF PIPE REQUIRED UPSTREAM AND DOWNSTREAM OF THE COMBINATION OF FITTINGS SHALL BE DETERMINED ON THE BASIS OF ONE EQUIVALENT FITTING (I.E., 2-45 DEGREE BENDS WILL BE CONSIDERED AS THOUGH A 90° BEND WERE LOCATED MIDWAY BETWEEN THE TWO 45° BENDS).
- FOR PIPE THAT IS ENCASED IN POLYETHYLENE, RESTRAINED JOINTS MINIMUM LENGTHS SHALL BE INCREASED BY 50 PERCENT.
- FOR FITTINGS OTHER THAN THOSE PRESENTED IN THE ABOVE TABLES, RESTRAINED JOINT LENGTHS SHALL BE DETERMINED IN ACCORDANCE WITH THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE BY THE DUCTILE IRON PIPE RESEARCH ASSOCIATION. RESTRAINED JOINT LENGTHS FOR A GIVEN PRESSURE RANG SHALL BE BASED ON THE MAXIMUM PRESSURE FOR THE TEST PRESSURE RANGE, SM (SAND SILT) SOIL, 3- FEET DEPTH, LAYING CONDITION NO. 3 AND FACTOR OF SAFETY OF 1.5.
- IN-LINE VALVES PROVIDE MECHANICAL RESTRAINT ON EACH SIDE OF THE VALVE.
- ALL RECLAIMED WATER PIPING SHALL BE HYDROSTATICALLY TESTED AT A PRESSURE OF 150 PSI. ALL WASTEWATER PIPING SHALL BE HYDROSTATICALLY TESTED AT A PRESSURE OF 100 PSI.

**WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS:**

THE DETAILS, NOTES AND SPECIFICATIONS SHOWN ON THIS SHEET REPRESENT THE NOTED STANDARDS OF THE CITY OF WINTER GARDEN FOR CONSTRUCTION OF PUBLIC WORKS AND UTILITY INFRASTRUCTURE. BY INCLUDING THE STANDARDS, THE DESIGN ENGINEER HAS ACKNOWLEDGED THAT THEY ARE EFFECTIVE TO THE PROJECT AND THAT DETAILS, NOTES, OR SPECIFICATIONS ARE AS PROVIDED BY THE CITY AND HAVE NOT BEEN REVISED OR MODIFIED WITHOUT WRITTEN APPROVAL FROM THE CITY ENGINEER OR UTILITY DIRECTOR.

HORIZONTAL & VERTICAL SEPARATION REQUIREMENTS										
PROPOSED UTILITY	POTABLE WATER		RECLAIMED WATER		SANITARY SEWER (GRAVITY)		SANITARY SEWER (FORCEMAIN)		STORM WATER	ACCEPTABLE VARIANCES
	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.		
POTABLE WATER	-	-	3'	12"	6'	12"	6'	12"	3'	6" A 12" B
RECLAIMED WATER	3'	12"	-	-	3'	12"	-	-	-	SEE GENERAL NOTES NO. 4 & 5
SANITARY SEWER (GRAVITY)	6'	12"	3'	12"	6" A 12" B	-	-	-	-	-
SANITARY SEWER (FORCEMAIN)	6'	12"	3'	12"	-	-	-	-	-	-

**GENERAL NOTES:**

- THE TABLE REPRESENTS THE MINIMUM SEPARATION REQUIREMENTS AS DESCRIBED IN F.O.E.P. RULES OF THE FLORIDA ADMINISTRATION CODE (F.A.C.). THESE SEPARATION REQUIREMENTS SHALL APPLY BETWEEN NEWLY PROPOSED UTILITY LINES AND EXISTING OR PROPOSED UTILITY LINES AND EXISTING OR PROPOSED UTILITY LINES.
- FOR THE PURPOSE OF THIS TABLE, RECLAIMED WATER SHALL MEAN UNRESTRICTED PUBLIC ACCESS REUSE WATER AS DEFINED BY F.A.C. 61G-160, CHAPTER 10, OTHER TYPES OF RECLAIMED WATER ARE CONSIDERED RAW SEWAGE AND SEPARATIONS LISTED FOR SANITARY SEWER SHALL APPLY.
- ALL SEPARATION DISTANCES ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE UNLESS OTHERWISE SPECIFIED. CRITERION PRODUCING GREATER CLEARANCE SHALL BE USED.
  - IDENTIFIES POTABLE WATER ABOVE RECLAIMED WATER, SANITARY SEWER OR STORM WATER, OR RECLAIMED WATER ABOVE SANITARY SEWER.
  - IDENTIFIES POTABLE WATER BELOW RECLAIMED WATER, SANITARY SEWER OR STORM WATER, OR RECLAIMED WATER BELOW SANITARY SEWER.
- UTILITY SEPARATION - VERTICAL CLEARANCE MITIGATION
  - WHERE WATER AND GRAVITY SANITARY SEWER MAINS CROSS WITH LESS THAN REQUIRED VERTICAL CLEARANCE OR THE SEWER MAIN IS ABOVE THE WATER MAIN, THE SANITARY SEWER WILL BE 20 FEET OF EITHER:
    - DUCTILE IRON PIPE, CENTERED ON THE POINT OF CROSSING, OR;
    - CONCRETE ENCASED VITRIFIED CLAY, OR;
    - PVC PIPE UPGRADED TO WATER MAIN STANDARDS AND PRESSURE TESTED.
  - WHERE WATER MAINS AND STORM SEWER PIPES CROSS WITH LESS THAN REQUIRED VERTICAL CLEARANCE, THE WATER MAIN SHALL BE 20 FEET OF DUCTILE IRON PIPE CENTERED ON THE POINT OF CROSSING.
  - SEPARATION REQUIREMENTS BETWEEN FORCE MAINS AND POTABLE WATER MAINS MUST BE MAINTAINED UNLESS APPROVED IN ADVANCE BY THE DEPARTMENT.
- UTILITY SEPARATION - HORIZONTAL SEPARATION MITIGATION
  - WHEN A WATER MAIN PARALLELS A GRAVITY SANITARY SEWER MAIN, A SEPARATION (MEASURED EDGE TO EDGE) OF AT LEAST SIX FEET SHOULD BE MAINTAINED, WHERE THIS SEPARATION IS NOT MET, ONE OF THE FOLLOWING MUST OCCUR:
    - THE WATER MAIN IS LAID IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER, OR
    - IF BOTH SANITARY SEWER AND POTABLE WATER MAINS ARE PROPOSED AND THE ABOVE (1.) IS NOT MET, THE SANITARY SEWER PIPES SHALL BE UPGRADED TO THE EQUIVALENT PIPE MATERIAL AS THE WATER MAIN AND PRESSURE TESTED.
    - IF THE SANITARY SEWER IS EXISTING AND THE POTABLE WATER MAIN IS PROPOSED, THE WATER MAIN SHALL, AT A MINIMUM, BE UPGRADED TO DUCTILE IRON PIPE, CONSTRUCTED IN SEPARATE TRENCHES, LAID AT A HIGHER ELEVATION THAN THE SANITARY SEWER, AND UTILIZE STAGGERED JOINTS.
  - SEPARATION REQUIREMENTS BETWEEN FORCE MAINS AND POTABLE WATER MAINS MUST BE MAINTAINED UNLESS APPROVED IN ADVANCE BY THE DEPARTMENT.
  - NO WATER PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SANITARY OR STORM WATER MANHOLE OR STRUCTURE.

DATE	ITEM	DESCRIPTION
4/4/14	1	Revised General Notes
4/4/14	2	Revised Water & Reuse Notes

**CITY OF WINTER GARDEN, FLORIDA**  
**STANDARDS AND SPECIFICATIONS**  
**FOR UTILITY CONSTRUCTION**



**STANDARD DETAILS**  
**FOR**  
**UTILITY SYSTEMS**

DATE  
**JANUARY 2024**  
 SHEET  
**1**  
 OF 11

REVISIONS  
 NO. DATE BY DESCRIPTION  
 NO. DATE BY DESCRIPTION

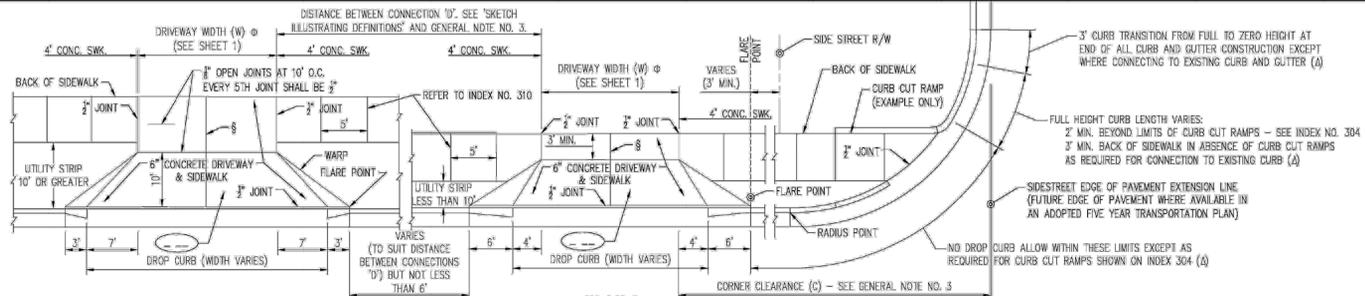
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 PROFESSIONAL ENGINEER  
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 407-467-4484

**CONSTRUCTION PLANS**  
**HENNIS ROAD IOS**  
**WINTER GARDEN DETAILS**  
**WINTER GARDEN**

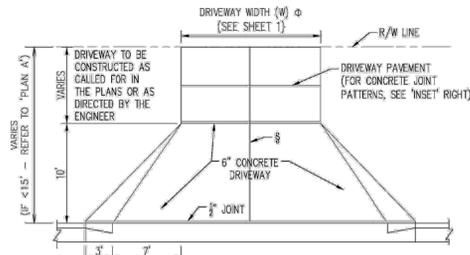
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**PLAN B  
TURNOUT WITH SIDEWALK AND  
UTILITY STRIP (10' OR GREATER)**

**PLAN A  
TURNOUT WITH SIDEWALK AND  
UTILITY STRIP (LESS THAN 10')**



**PLAN C  
TURNOUT WITHOUT SIDEWALK**

**SPECIAL NOTES FOR URBAN FLARED TURNOUTS**

- DRIVEWAY 6" CONCRETE PAVEMENT AND DROP CURB SHALL MEET THE MATERIAL AND CONSTRUCTION REQUIREMENTS OF SECTIONS 522 AND 520 RESPECTIVELY OF THE FOOT STANDARD SPECIFICATIONS. THE DRIVEWAY FOUNDATION SHALL MEET THE REQUIREMENT OF SUBARTICLE 522-4.
- FOR DETAILS OF DROP CURB AND CURB CUT RAMPS REFER TO INDEXES NOS. 300 AND 304 RESPECTIVELY.
- WHERE TURNOUTS ARE CONSTRUCTED WITHIN EXISTING CURB AND GUTTER, THE EXISTING CURB AND GUTTER SHALL BE REMOVED EITHER TO THE NEAREST JOINT BEYOND THE FLARE POINT OR TO THE EXTENT THAT NO REMAINING SECTION IS LESS THAN 5 FEET LONG, AND DROP CURB CONSTRUCTED IN ACCORDANCE WITH NOTES NOS. 1 AND 2.
- COST FOR PREFORMED JOINT FILLER SHALL BE INCLUDED IN THE COST FOR THE CONCRETE PAVEMENT (CONCRETE SIDEWALK, 6" THICK).
- FOR TURNOUTS WITH RADIAL RETURNS SEE THE REQUIREMENTS UNDER THE "SUMMARY OF GEOMETRIC REQUIREMENTS FOR TURNOUTS", THE "GENERAL NOTES", THE DETAILS OF "RURAL TURNOUT CONSTRUCTION" AND THE DETAIL OF "LIMITS OF CLEARING & GRUBBING, STABILIZATION AND BASE AT INTERSECTIONS".
- DEPARTMENT MAINTENANCE OF PAVEMENT SHALL EXTEND OUT TO THE RIGHT OF WAY OR 2 FEET BACK OF SIDEWALK, WHICHEVER DISTANCE IS LESS.
- THE MAINTENANCE AND OPERATION OF HIGHWAY LIGHTING, TRAFFIC SIGNALS, ASSOCIATED EQUIPMENT, AND OTHER NECESSARY DEVICES SHALL BE THE RESPONSIBILITY OF A PUBLIC AGENCY.
- ALL PAVEMENT MARKINGS ON THE STATE HIGHWAYS, INCLUDING ACCELERATION AND DECELERATION LANE MARKINGS, AND SIGNING INSTALLED FOR THE OPERATION OF THE STATE HIGHWAY SHALL BE MAINTAINED BY THE DEPARTMENT.
- ALL SIGNING AND MARKING INSTALLED FOR THE OPERATION OF THE CONNECTION (SUCH AS STOP BARS AND STOP SIGNS FOR THE CONNECTION) SHALL BE THE RESPONSIBILITY OF THE PERMITTEE.
- TURNOUTS WILL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR SIDEWALK CONCRETE (6" THICK), SY.

**DESIGN NOTES FOR URBAN FLARED TURNOUTS**

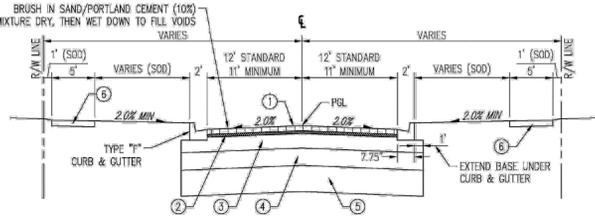
- DRIVEWAYS INDICATED AS "ADVERSE APPLICATIONS" ARE THOSE WITH SLOPES THAT CAN CAUSE OVERHANG DRAG FOR REPRESENTATIVE STANDARD PASSENGER VEHICLES UNDER FULLY LOADED CONDITIONS OR THOSE WITH SLOPES THAT CAN CAUSE DRIVERS WHO ARE LEAVING THE ROADWAY TO SLOW OR CAUSE TO THE EXTENT THAT TRAFFIC DEMAND VOLUMES WILL BE IMPEDED.
  - THE STANDARD FLARED DRIVEWAYS ON THIS INDEX MAY NOT ACCOMMODATE VEHICLES WITH LOW BEDS, LOW UNDERCARRIAGE OR LOW APPENDAGE FEATURES. WHERE SUCH VEHICLES ARE DESIGN VEHICLES DRIVEWAYS ARE TO HAVE SITE SPECIFIC FLARE DESIGNS OR CATEGORY "DESIGNS.
  - WHEN SPECIFIC FLARE TYPE DRIVEWAYS ARE TO BE CONSTRUCTED THE TYPE SHALL BE DESIGNATED IN THE PLANS USING THE ASSIGNED ALPHA-NUMERIC DESIGNATION.
- DRIVEWAYS INDICATED AS "MARGINAL APPLICATIONS" ARE THOSE WITH SLOPES THAT CAN CAUSE OVERHANG DRAG FOR REPRESENTATIVE STANDARD PASSENGER VEHICLES UNDER FULLY LOADED CONDITIONS WHEN THE DRIVEWAY IS LOCATED ON THE LOW SIDE OF FULLY SUPERELEVATED ROADWAYS.
- DRIVEWAYS INDICATED AS "GENERAL APPLICATIONS" ARE THOSE WITH SLOPES THAT CAN READILY ACCOMMODATE REPRESENTATIVE STANDARD PASSENGER VEHICLES AND THOSE THAT CAN ACCOMMODATE REPRESENTATIVE STANDARD TRUCKS, VANS, BUSES AND RECREATIONAL VEHICLES OPERATING UNDER NORMAL CROWN AND SUPERELEVATION CONDITIONS.

**FOOTNOTES:**

- ALL 1/2" JOINTS SHALL BE CONSTRUCTED WITH PREFORMED JOINT FILLER.
- OPEN JOINTS PLACED AT EQUAL (20' MAX.) INTERVALS FOR DRIVEWAYS OVER 20' WIDE JOINTS IN CURB AND GUTTER TO MATCH JOINTS IN DRIVEWAYS.
- WHEN CONNECTING TO SIDESTREET CURB AND GUTTER SECTIONS, THE NO DROP CURB LIMITS SHOULD EXTEND BACK TO THE SIDESTREET RADIUS POINT, WITH OR WITHOUT CURB AND GUTTER, NO DRIVEWAY SHOULD ENCRUSH ON THE CORNER RADIUS.
- DRIVEWAYS (6" CONCRETE) SHALL BE OF A UNIFORM WIDTH (W) TO THE RIGHT OF WAY LINE.
- ALPHA-NUMERIC IDENTIFICATION OF A FLARED DRIVEWAY TYPE SPECIFICALLY CALLED FOR IN THE PLANS, SEE SHEETS 3 AND 4.

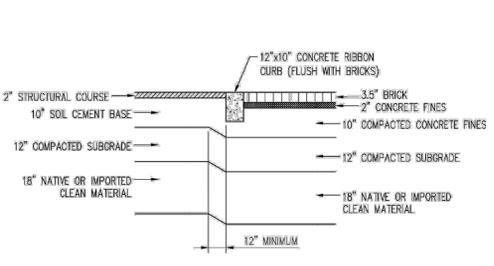
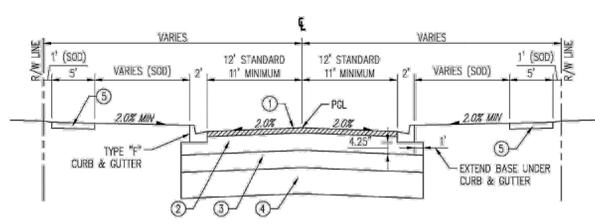
**PAVEMENT DESIGN**

- 3.5" BRICKS
- 1" - 2" LOOSE CONCRETE FINES LEVELING BED
- 10" BASE - COMPACTED CONCRETE FINES TO 98% MAX. DENSITY (AASHTO T-134), ASPHALTIC PRIME COAT APPLIED AT 0.15 GAL./SF
- 12" COMPACTED SUBGRADE (98% DENSITY) AASHTO T-180 AND LBR 40
- 18" OF NATIVE OR IMPORTED MATERIAL HAVING LESS THAN 6% PASSING #200 SIEVE COMPACTED TO 98% PER AASHTO T-180
- 4" THICK CONCRETE SIDEWALK

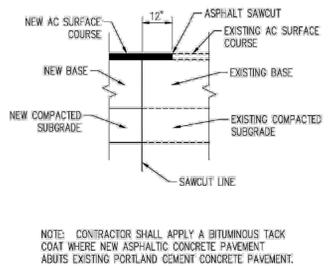


**PAVEMENT DESIGN**

- 2" TYPE S-1 STRUCTURAL COURSE (2 LIFTS)
- 10" BASE TYPE SOIL CEMENT COMPACTED TO 98% MAX. DENSITY (AASHTO T-134), ASPHALTIC PRIME COAT APPLIED AT 0.15 GAL./SF 300 PSI 7-DAY COMPRESSIVE STRENGTH
- 12" COMPACTED SUBGRADE (98% DENSITY) AASHTO T-180 AND LBR 40
- 18" OF NATIVE OR IMPORTED MATERIAL HAVING LESS THAN 6% PASSING #200 SIEVE COMPACTED TO 98% PER AASHTO T-180
- 4" THICK CONCRETE SIDEWALK

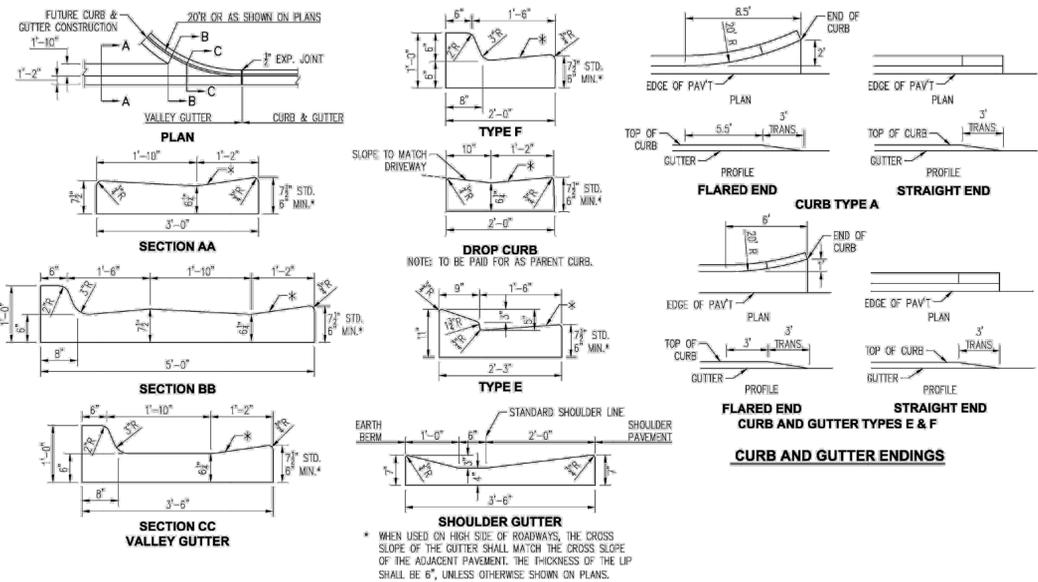


**1 RIBBON CURB WITH BRICK PAVERS**  
N.T.S.

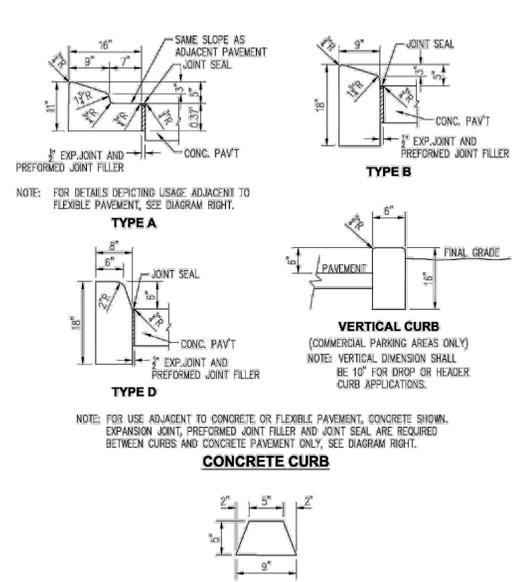


**1 SAWCUT TYPICAL DETAIL**  
N.T.S.

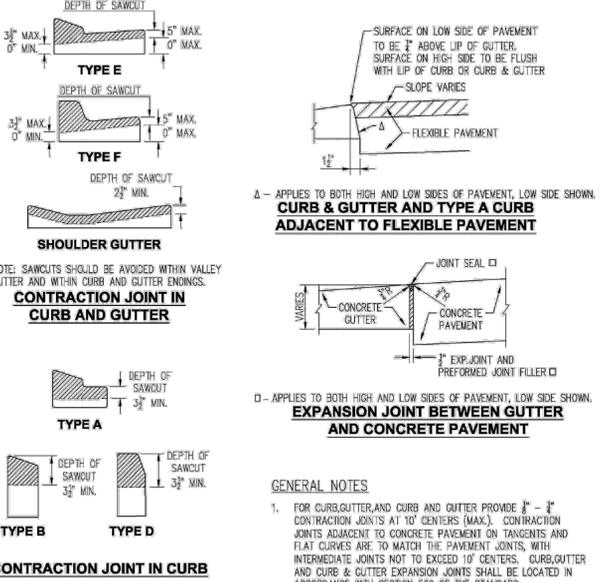
Note: See sheet 1 for 'GENERAL NOTES'



**CONCRETE CURB AND GUTTER**  
NOTE: FOR USE ADJACENT TO CONCRETE OR FLEXIBLE PAVEMENT, CONCRETE SHOWN. FOR DETAILS DEPICTING USAGE ADJACENT TO FLEXIBLE PAVEMENT, SEE DIAGRAM RIGHT. EXPANSION JOINT, PREFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN CURB & GUTTER AND CONCRETE PAVEMENT ONLY, SEE DIAGRAM RIGHT.



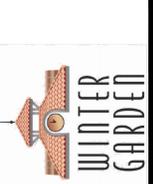
**ASPHALTIC CONCRETE CURB**



- GENERAL NOTES**
- FOR CURB, GUTTER, AND CURB AND GUTTER PROVIDE 1/2" - 2" CONTRACTION JOINTS AT 10' CENTERS (MAX.). CONTRACTION JOINTS ADJACENT TO CONCRETE PAVEMENT ON TANGENTS AND FLAT CURVES ARE TO MATCH THE PAVEMENT JOINTS, WITH INTERMEDIATE JOINTS NOT TO EXCEED 10' CENTERS. CURB/GUTTER AND CURB & GUTTER EXPANSION JOINTS SHALL BE LOCATED IN ACCORDANCE WITH SECTION 520 OF THE STANDARD SPECIFICATIONS.
  - ENDS OF CURBS TYPES B AND D SHALL TRANSITION FROM FULL TO ZERO HEIGHTS IN 3 FEET.

NO.	DATE	DESCRIPTION
1	4/14/14	CITY COMMENT RESPONSE

**CITY OF WINTER GARDEN, FLORIDA**  
**STANDARDS AND SPECIFICATIONS**  
FOR ROADWAY & DRAINAGE CONSTRUCTION



**STANDARD DETAILS**  
FOR  
PUBLIC SERVICES

DATE  
**JANUARY 2024**  
SHEET  
**10**  
10 OF 11

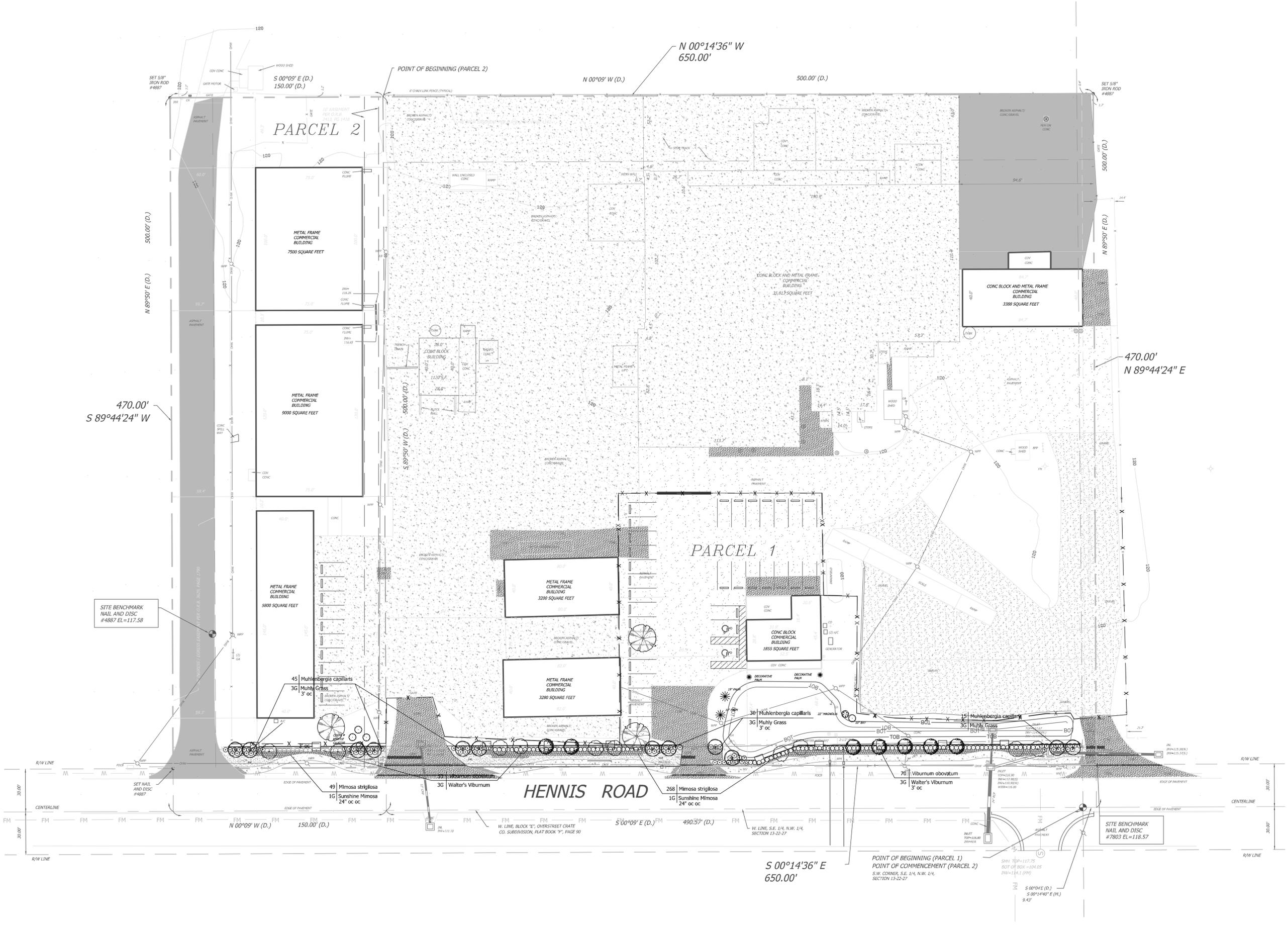
NO.	DATE	DESCRIPTION
1	10/20/24	CITY COMMENT RESPONSE

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# Landscape Plan

## Hennis Road IOS

Winter Garden, Florida

revisions:	description:	date:
	SAFIR COMMENTS	
	SAFIR COMMENTS	
	SAFIR COMMENTS	

drawing date: 05-06-2024

Scale 1"=30'  
 when plotted on 24" x 36" sheet

sheet: **L2**  
 of: **2**

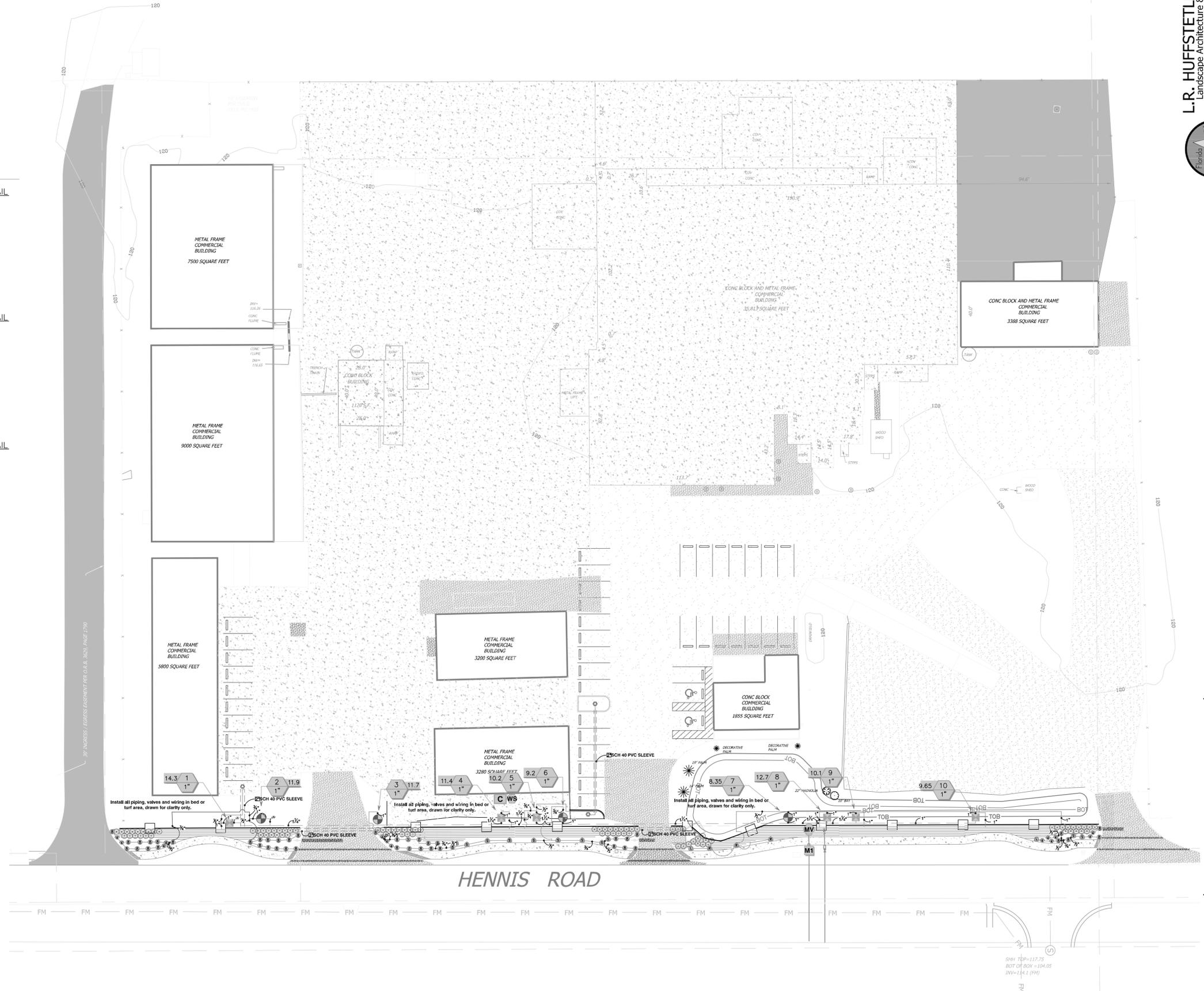
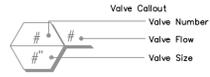


IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	DETAIL
	Rain Bird RD-06-S-P30-NP-U SO Series Turf Spray, 6in. Pop-Up, with 30 psi in-stem pressure regulation, and Seal-A-Matic check valve and Non-Potable Cap. 1/2in. NPT female threaded inlet.	13	
	Rain Bird RD-06-S-P30-NP-U 15 Strip Series Turf Spray, 6in. Pop-Up, with 30 psi in-stem pressure regulation, and Seal-A-Matic check valve and Non-Potable Cap. 1/2in. NPT female threaded inlet.	16	
	Rain Bird RD-06-S-P30-NP-U HE-VAN Series Turf Spray, 6in. Pop-Up, with 30 psi in-stem pressure regulation, and Seal-A-Matic check valve and Non-Potable Cap. 1/2in. NPT female threaded inlet.	44	

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	DETAIL
	Rain Bird XZCPGA-100-PRF 1" Medium Flow, 3-15 GPM, with 1in. PGA valve and 1in. Pressure Regulating RBY filter and 40psi pressure regulator. It is 2 wire compatible residential control zone kit.	6	
	Rain Bird XFS-CV-09-12-NP Drip Ring	3	
	Area to Receive Dripline Rain Bird XFS-CV-09-12-NP XFS-CV Non potable Sub-Surface and On-Surface Landscape Dripline with a Heavy-Duty 4.3 psi Check Valve, 0.9 GPH emitters at 12" O.C. Dripline laterals spaced at 12" apart, w/ emitters offset for triangular pattern. Specify XF insert fittings.	4,570 l.f.	

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	DETAIL
	Rain Bird PESBR 1" 1in., 1-1/2in., and 2in. Durable Chlorine-Resistant Valves for Reclaimed Water Applications. With Scrubber Mechanism Technology, and Purple Flow Control Handle.	4	
	Rain Bird PESB 1" 1in., 1-1/2in., 2in., 3in. Plastic Industrial Master Valves. Low Flow Operating Capability. Globe Configuration. With Scrubber Technology for Reliable Performance in Dirty Water Irrigation Applications.	1	
	Weathermatic SL1620 20-zone model controller, permanently-mounted modules, internal 120VAC/230VAC transformer, large backlit LCD display	1	
	Weathermatic SLW5 Wireless Weather Sensor for ET Based Watering, 900mhz - 1500ft. line of site range	1	
	Water Meter 1" Reclaim 1" Water Meter	1	
	Irrigation Lateral Line: PVC Class 200 SDR 21-NP 1/2"	616.8 l.f.	
	Irrigation Lateral Line: PVC Class 200 SDR 21-NP 3/4"	200.8 l.f.	
	Irrigation Lateral Line: PVC Class 200 SDR 21-NP 1"	305.6 l.f.	
	Irrigation Mainline: PVC Class 200 SDR 21 1"	84.9 l.f.	
	Irrigation Mainline: PVC Class 200 SDR 21 1 1/4"	432.1 l.f.	
	Pipe Sleeve: PVC Schedule 40	45.4 l.f.	
	Pipe Sleeve: PVC Schedule 40 2"	62.8 l.f.	
	Pipe Sleeve: PVC Schedule 40 3"	51.4 l.f.	



Scale 1"=30'



scale: 1"=30'  
when plotted on  
24" x 36" sheet

sheet: IR2  
of: 2

revisions:

date	description
08-05-2024	start comments
11-06-2024	start comments

drawing date: 05-06-2024

Hennis Road  
IOS  
Winter Garden, Florida

Irrigation Plan



L.R. HUFFSTETLER, INC.  
Landscape Architecture & Planning  
36955 Lake Yale Drive  
Grand Island, FL 32735  
(352) 316-5254

L.R. Huffstetler III - Lic. # 0000744

**HUFFSTETLER**  
Landscape Architecture & Planning  
36955 Lake Yale Drive  
Grand Island, FL 32735  
Lic. # 0000744 (352) 316-5254  
lhuffstet@fla.aiaa.com

# 3-D Elevations





 SUDDETH CIVIL

**Hennis Road I.O.S. (Industrial Outdoor Storage)**  
321 Hennis Road - Winter Garden, FL

 blowitz.com

# CITY OF WINTER GARDEN

## *Development Review Committee*

(407) 656-4111 - FAX (407) 877-2363

### MEMORANDUM

**TO:** KELLY CARSON, PLANNING DIRECTOR  
**FROM:** DEVELOPMENT REVIEW COMMITTEE  
**DATE:** DECEMBER 31, 2024  
**SUBJECT:** SITE PLAN REVIEW – 4<sup>th</sup> REVIEW  
PARK INDUSTRIAL LLC – 321 N HENNIS ROAD

Pursuant to your request, we have reviewed the revised site plan dated 10/28/2024 for compliance with the City's subdivision, stormwater and site requirements. The project proposes refurbishing existing buildings and adding new buildings on the 7.06 acre, I-2 zoned parcel. This was submitted in response to our last site plan review of 8/23/24 and DRC meeting of 6/05/24 where it was referred to staff review only.

### ENGINEERING

We recommend approval of the site plan, subject to approval by all other departments and the following conditions and comments. Underlined comments shall be addressed prior to pre-construction meeting:

1. Planning Department shall review and comment on layout, setbacks, landscaping, buffering, lighting and signage, platting, including I-2 zoning requirements.
2. A separate application for Special Exception has been submitted and is being reviewed separately.
3. Platting or lot combinations may be required depending on the ownership and configuration of the improvements.

*Response states the project will remain in one ownership.*

4. General Requirements (as noted on plans):
  - a. All gravity sanitary pipe and fittings shall be SDR 26.
  - b. All compaction shall be 98% of the modified proctor maximum density (AASHTO T-180).
  - c. As-built record drawings shall comply with City of Winter Garden requirements available on-line (note on plan).
  - d. All Storm ( $\geq 12''$ ) and Sanitary lines ( $\geq 6''$ ) shall be inspected by CCTV prior to completion.
  - e. Use City Standard Detail sheets for utilities and public works (see City website).
  - f. If Thermoplastic pipe is used it shall meet all City material and installation requirements as specified in the City's Standards & Specifications including Class I bedding, HP polypropylene pipe (**not HDPE or N-12**), laser profiling, installation per ASTM D2321, etc. (see under on-line forms on website).
  - g. All utilities shall be underground pursuant to Code (Sec. 18-33) including electrical power, cable, telephone, etc.
5. Tree removal shall adhere to the City's Tree Protection Ordinance – separate review, approval and permit is required. Coordinate with the Building Department on any tree removal and protection. Additional landscaping and tree replacement may be required with final plan.
6. Sheet C6.0 – Utility Plan:
  - a. All onsite utilities shall be privately owned and maintained (as noted on the plans).
  - b. The restoration for the open cut on Hennis Road shall extend 25 feet on each side of the trench.
7. The site shall be served by City water, sewer and reuse. All utilities required for the development shall be run to the site at the Developer's expense, including potable water, reclaimed water and sanitary sewer for

the entire project frontage. Final plans shall detail all connections including fire protection, reuse water and domestic water supply. All irrigation on the site shall be designed to be supplied by reclaimed water.

8. 100% of the water/sewer impact fees shall be paid prior to site or building permit issuance or execution of FDEP permit applications by the City. Sanitary laterals, fittings, and pipes shall be SDR 26 per City standards. Use City Standard Detail Sheets for utilities and public works (as shown).

According to the revised plans & Utility Billing Dept. the existing meters are (1) 2" potable meter and (1) 3/4" potable meter. They are adding (1) 1" new irrigation meter. Based on the above, the utility impact fees are as follows:

<u>2" Potable water meter (existing)</u>	<u>1 ea. @ \$0.00</u>	<u>=</u>	<u>\$0.00</u>
<u>3/4" Potable water meter (existing)</u>	<u>1 ea. @ \$0.00</u>	<u>=</u>	<u>\$0.00</u>
<u>Wastewater for 2" meter (new)</u>	<u>1 ea. @ \$14,136.00</u>	<u>=</u>	<u>\$14,136.00</u>
<u>Wastewater for 3/4" meter (new)</u>	<u>1 ea. @ \$1,767.00</u>	<u>=</u>	<u>\$1,767.00</u>
<u>1" Irrigation meter</u>	<u>1 ea. @ \$2,715.00</u>	<u>=</u>	<u>\$2,715.00</u>
	<b><u>TOTAL</u></b>	<b><u>=</u></b>	<b><u>\$18,618.00</u></b>

(does not include connection/installation fee)

9. Fire sprinkler systems will be required on all buildings over 6,000 s.f. with Point of Service (POS), backflow prevention, etc. shown.

*Response states fire sprinkler systems are not required for existing buildings – to be confirmed by Building and Fire Departments.*

10. Minimum 5' wide concrete sidewalks shall be constructed along all street frontages pursuant to Code. Any damaged, broken or cracked sections (including existing curbs and pavement) shall be replaced prior to issuance of certificate of occupancy.

The sidewalk is shown to meander into the property. **A sidewalk easement will be required to be recorded prior to issuance of the certificate of occupancy. Hennis Road swale drainage shall not be impeded by the sidewalk or site improvements.**

11. Permit exemption from SJRWMD for stormwater is acknowledged. Permits or exemptions shall also be required from FDEP for water and sewer and FDEP NPDES NOI as may be applicable.
12. Any signs, screen walls or retaining walls shall require a separate permit from the Building Department.
13. Streetlighting both internally and on all street frontages is required pursuant to City Code, if not existing – dark skies lighting is required. Provide photometric plan for Planning Department review.
14. Traffic study is being reviewed by the Planning Department.

### **PLANNING COMMENTS**

15. Note: Signs are reviewed and approved separately through a building permit. All signage shall adhere to City Code Chapter 102 – Signs.

### **STANDARD GENERAL CONDITIONS**

16. All construction shall conform to City of Winter Garden Standards, Specifications and Ordinances.
17. The City of Winter Garden will inspect private site improvements only to the extent that they connect to City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the Owner and Design Engineer to ensure that privately owned and maintained systems are constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, to include, but not be limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.
18. No fill or runoff will be allowed to discharge onto adjacent properties; existing drainage patterns shall not be

altered. The applicant should note that if approval is granted, the City of Winter Garden is not granting rights or easements for drainage from, or onto, property owned by others. Obtaining permission, easements or other approvals that may be required to drain onto private property is the Owner/Developer's responsibility. Should the flow of stormwater runoff from, or onto adjacent properties be unreasonable or cause problems, the City will not be responsible and any corrective measures required will be the responsibility of the Owner. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 - Stormwater. If approval is granted by the City of Winter Garden, it does not waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.

19. The Owner and Contractor are responsible for meeting all provisions of ADA and Florida Accessibility Code, including accessible route sidewalks that will connect to public sidewalks on S.R. 50...
20. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.
21. Approval by the City Commission (site plan) will be required prior to issuance of site or building permit(s).
22. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of 2.25% of the cost of all site improvements shall be paid prior to issuance of the site or building permit.
23. Additional comments will be generated at subsequent reviews.

Please review this information and contact our office with any questions. Thank you.

**END OF MEMORANDUM**

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Kelly Carson, Planning Director

**Via:** Jon C. Williams, City Manager

**Date:** January 2, 2025

**Meeting Date:** January 9, 2025

**Subject:** **Annual Martin Luther King Jr. Parade and Celebration**

**Issue:** The City of Winter Garden is planning the annual Martin Lither King Jr. Parade and Celebration through Downtown Winter Garden on Monday, January 20, 2025.

**Discussion:**

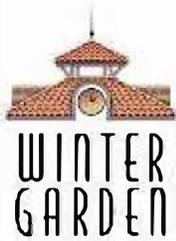
This will be the sixth year MLK Jr. Celebration will take place in Downtown Winter Garden. There will be a parade starting at the corner of Dillard and Plant Street heading down West Plant Street to the Farmer's Market Pavilion. There will be a celebration at the Farmer's Market Pavilion concluding the parade. We will have various musical entertainment performances. The event will include free games and crafts for children and various food and craft themed vendors. Plant Street will be closed until the parade concludes at 12 PM and parts of Tremain Street and Lakeview Ave will be closed until around 5 PM.

**Recommended Action:**

Staff recommends approval of the parade.

**Attachment(s)/References:**

Permit Application  
Parade Map  
Barricade Map



CITY OF WINTER GARDEN  
Community Development  
300 West Plant Street  
WINTER GARDEN, FL 34787

(407) 656-4111  
WWW.WINTERGARDEN-FL.GOV

# SPECIAL EVENT APPLICATION

**OFFICIAL USE ONLY**  
DATE RECEIVED: \_\_\_\_\_  
PERMIT FEE PD. ON: \_\_\_\_\_ INIT. \_\_\_\_\_

PER CITY CODE 27.1.3 "SPECIAL EVENTS" ARE DEFINED AS ANY PUBLIC ASSEMBLY OF 100 OR MORE PEOPLE IN ANY PARK, SIDEWALK, ALLEY, LAKE OR OTHER PUBLICALLY OWNED AREA. COMPLETED APPLICATIONS SHOULD BE SUBMITTED NO LESS THAN 30 DAYS PRIOR TO THE FIRST DATE OF THE PROPOSED EVENT. EVENTS THAT REQUIRE CLOSURE OF ANY CITY STREET OR ARE ANTICIPATED HAVING MORE THAN 500 PEOPLE IN ATTENDANCE WILL REQUIRE APPROVAL OF THE CITY COMMISSION.

SPECIAL EVENTS ON CITY PROPERTY WHERE 500 OR MORE PEOPLE ARE REASONABLY ANTICIPATED TO BE IN ATTENDANCE OR WHERE THERE ARE REQUESTS FOR STREET CLOSURES WILL REQUIRE PRIOR APPROVAL BY THE CITY COMMISSION, AT LEAST FOUR WEEKS PRIOR TO THE SCHEDULED EVENT. THE APPLICANT MUST COMPLETE ALL OF THE FOLLOWING INFORMATION.

DATE OF APPLICATION: \_\_\_\_\_  
ORGANIZATION/GROUP: \_\_\_\_\_ NON-PROFIT  CORP  INDIV.   
NAME OF EVENT: \_\_\_\_\_  
CONTACT/REPRESENTATIVE: \_\_\_\_\_ PHONE # \_\_\_\_\_  
ALT. PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
EVENT LOCATION: \_\_\_\_\_ PROPOSED DATES: \_\_\_\_\_  
HOURS: \_\_\_\_\_ ESTIMATED DAILY ATTENDANCE: \_\_\_\_\_  
DATES & TIMES OF EVENT SETUP & BREAKDOWN:  
SET UP: \_\_\_\_\_ BREAKDOWN: \_\_\_\_\_

**PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY:**

<u>TYPE OF EVENT</u>	<u>EVENT DETAILS</u>	<u>EQUIPMENT AT EVENT</u>
<input type="checkbox"/> FESTIVAL	<input type="checkbox"/> ADMISSION CHARGE/TICKET SALES	<input type="checkbox"/> AMPLIFIED SPEAKING/MUSIC
<input type="checkbox"/> EXHIBIT(S)	<input type="checkbox"/> ALCOHOL SERVED	HOURS OF: _____
<input type="checkbox"/> CARNIVAL/CIRCUS/FAIR	<input type="checkbox"/> ALCOHOL SALES	<input type="checkbox"/> PORTABLE RESTROOMS
<input type="checkbox"/> GENERAL MEETING	<input type="checkbox"/> FIREWORKS/PYROTECHNICS	<input type="checkbox"/> SPORTS EQUIPMENT
<input type="checkbox"/> PARADE	<input type="checkbox"/> FOOD TRUCKS	<input type="checkbox"/> STAGE/PROPS/PRODUCTION
<input type="checkbox"/> BLOCK PARTY OR PICNIC	<input type="checkbox"/> MERCH. VENDORS # OF: _____	<input type="checkbox"/> TENTS # & SIZE OF: _____
<input type="checkbox"/> SPORTING EVENT/COMPETITION	<input type="checkbox"/> OPEN TO PUBLIC	<input type="checkbox"/> TEMPORARY EVENT SIGNAGE
<input type="checkbox"/> WEDDING/RECEPTION	<input type="checkbox"/> STREET/SIDEWALK CLOSURE	<input type="checkbox"/> DUMPSTERS/RECEPTACLES
<input type="checkbox"/> REVIVAL	HOURS OF: _____	<input type="checkbox"/> COOKING EQUIPMENT USED
<input type="checkbox"/> OTHER (EXPLAIN)	<input type="checkbox"/> CITY WATER USED	<input type="checkbox"/> GAS <input type="checkbox"/> OPEN FLAME
_____	<input type="checkbox"/> EVENT HELP PREVIOUSLY	<input type="checkbox"/> OTHER (EXPLAIN): _____
_____	<input type="checkbox"/> CITY ELECTRIC USED	_____
_____		_____



CITY OF WINTER GARDEN  
Community Development  
300 West Plant Street  
WINTER GARDEN, FL 34787

(407) 656-4111  
WWW.WINTERGARDEN-FL.GOV

## SPECIAL EVENTS POLICIES AND PROCEDURES

### FOOD VENDING

THE DEPT. OF BUSINESS AND PROFESSIONAL REGULATION OF THE STATE OF FLORIDA REQUIRES THAT YOU NOTIFY THEIR DIVISION OF HOTELS AND RESTAURANTS NO LATER THAN THREE DAYS PRIOR TO ANY TEMPORARY EVENT WHERE FOOD WILL BE SOLD. ALL FOOD VENDORS MUST MEET MINIMUM SAFETY AND SANITATION REQUIREMENTS AND PAY A TEMPORARY EVENT LICENSING FEE IF THEY DO NOT ALREADY HOLD AN ANNUAL LICENSE WITH THE STATE OF FLORIDA. THE DIVISION OF HOTELS AND RESTAURANTS CAN BE REACHED AT 850-487-1395 OR VISIT [http://www.myfloridalicense.com/dbpr/hr/licensing/GT\\_tempevents.html](http://www.myfloridalicense.com/dbpr/hr/licensing/GT_tempevents.html) FOR MORE INFORMATION.

### EVENT INSURANCE

LIMITS WILL IN MOST INSTANCES BE REQUIRED IN THE FOLLOWING AMOUNTS:

GENERAL AGGREGATE \$1,000,000 PRODUCTS AGGREGATE \$1,000,000

PERSONAL & ADVERTISING INJURY \$250,000 EACH OCCURRENCE \$250,000

FIRE LEGAL LIABILITY \$50,000 MEDICAL PAYMENTS \$2,000

CITY STAFF RESERVES THE RIGHT TO REQUEST INCREASED LIMITS DEEMED NECESSARY FOR CERTAIN HIGH-RISK ACTIVITIES. INDIVIDUALS, GROUPS WITHOUT INSURANCE, OR GROUPS THAT DO NOT PRODUCE AN APPROPRIATE CERTIFICATE OF INSURANCE TWO WEEKS PRIOR TO THE EVENT DATE WILL BE REQUIRED TO PURCHASE INDIVIDUAL EVENT POLICIES THROUGH THE CITY INSURANCE CARRIER AT LIMITS DEEMED NECESSARY BY CITY STAFF. PRICES FOR APPROPRIATE POLICIES ARE ESTABLISHED BY THE INSURANCE BROKER AND ARE NON-NEGOTIABLE. IF PROPER INSURANCE IS NOT OBTAINED OR PAID FOR AT LEAST TWO WEEKS PRIOR TO THE SCHEDULED EVENT, THE CITY RESERVES THE RIGHT TO CANCEL THE EVENT REQUEST.

### PERMIT FEES

EVENTS WITH LESS THAN 25 IN ATTENDANCE: \$25.00

EVENTS WITH 25 - 200 PEOPLE IN ATTENDANCE: \$150.00 EVENTS

WITH OVER 200 PEOPLE IN ATTENDANCE: \$1,000.00

### FEES

OTHER FEES WILL BE ASSESSED IF DEEMED NECESSARY BY CERTAIN APPLICABLE DEPARTMENTS. ALTHOUGH NOT AN EXHAUSTIVE LIST, FEES MAY BE ASSESSED FOR POLICE OFFICERS, POLICE SUPERVISORS, FIRE PROTECTION, EMT PERSONNEL, STREET BARRICADING, ELECTRIC USAGE, NECESSARY MAINTENANCE STAFF, TRASH RECEPTACLES & COLLECTION, OTHER NECESSARY STAFF ON-SITE DURING EVENT HOURS, ETC. BONDS OF UP TO \$5,000,000 MAY BE REQUIRED AT THE DISCRETION OF CITY STAFF FOR EVENTS WITH ATTENDANCE OVER 500 PEOPLE AND EVENTS HOSTING CERTAIN HIGH-RISK ACTIVITIES. ALL FEES MUST BE PAID IN FULL IN CASH, CERTIFIED CHECK OR MONEY ORDER AT LEAST TWO WEEKS PRIOR TO THE EVENT DATE TO AVOID CANCELLATION.

### MISCELLANEOUS POLICIES

- BOUNCE HOUSES, INFLATABLES, AND ANY TYPE OF RIDES ARE NOT ALLOWED ON CITY PROPERTY.
- EVENT ADVERTISING WILL NOT INCLUDE ANY REFERENCE OF ENDORSEMENT BY THE CITY OF WINTER GARDEN.
- TEMPORARY EVENT SIGNAGE MUST MEET CITY CODE REQUIREMENTS. CONTACT W.G. CODE ENFORCEMENT FOR INFO.
- THERE ARE OTHER SPECIAL REQUIREMENTS FOR MOTION PHOTOGRAPHY PRODUCTION.
- THERE ARE SPECIAL REQUIREMENTS FOR FIREWORKS.
- ANY EVENT UTILIZING PLANT ST. AND EFFECTIVELY CLOSING THE WEST ORANGE TRAIL MUST NOTIFY ORANGE COUNTY PARKS AND RECREATION AT 407-654-1108.
- IF ANY PORTION OF A STATE ROAD IS TO BE CLOSED, A STATE D.O.T. REQUEST FORM MUST BE OBTAINED FROM THE WINTER GARDEN POLICE DEPT., COMPLETED AND RETURNED TO THE WGPD TO BE FILED WITH THE STATE OF FLORIDA. SUCH REQUESTS SHOULD BE SUBMITTED AT LEAST SIX WEEKS PRIOR TO THE EVENT DATE.
- MAY BE REQUIRED TO MEET WITH CITY TO PRESENT DETAILS OF EVENT.

### APPROVAL PROCESS

COMMUNITY DEVELOPMENT, ECONOMIC DEVELOPMENT, CITY MANAGER AND PARKS & RECREATION DEPARTMENTS WILL REVIEW ALL REQUESTS AND FORWARD TO ADDITIONAL DEPARTMENTS AS NEEDED. YOU MAY BE CONTACTED TO PROVIDE FURTHER INFORMATION. YOU WILL BE NOTIFIED OF INITIAL APPROVAL, ADDITIONAL FEE REQUIREMENTS AND IF FURTHER COMMISSION APPROVAL WILL BE REQUIRED IN 2 TO 4 WEEKS. CONDITIONS OF APPROVAL DOCUMENT MAY BE INCLUDED AS PART OF FINAL APPROVAL.



CITY OF WINTER GARDEN  
Community Development  
300 West Plant Street  
WINTER GARDEN, FL 34787

(407) 656-4111  
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**SPECIAL EVENTS**

PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY7 OF THE ABOVE CHECKED ITEMS, IF NECESSARY: (USE BACK IF NEEDED)

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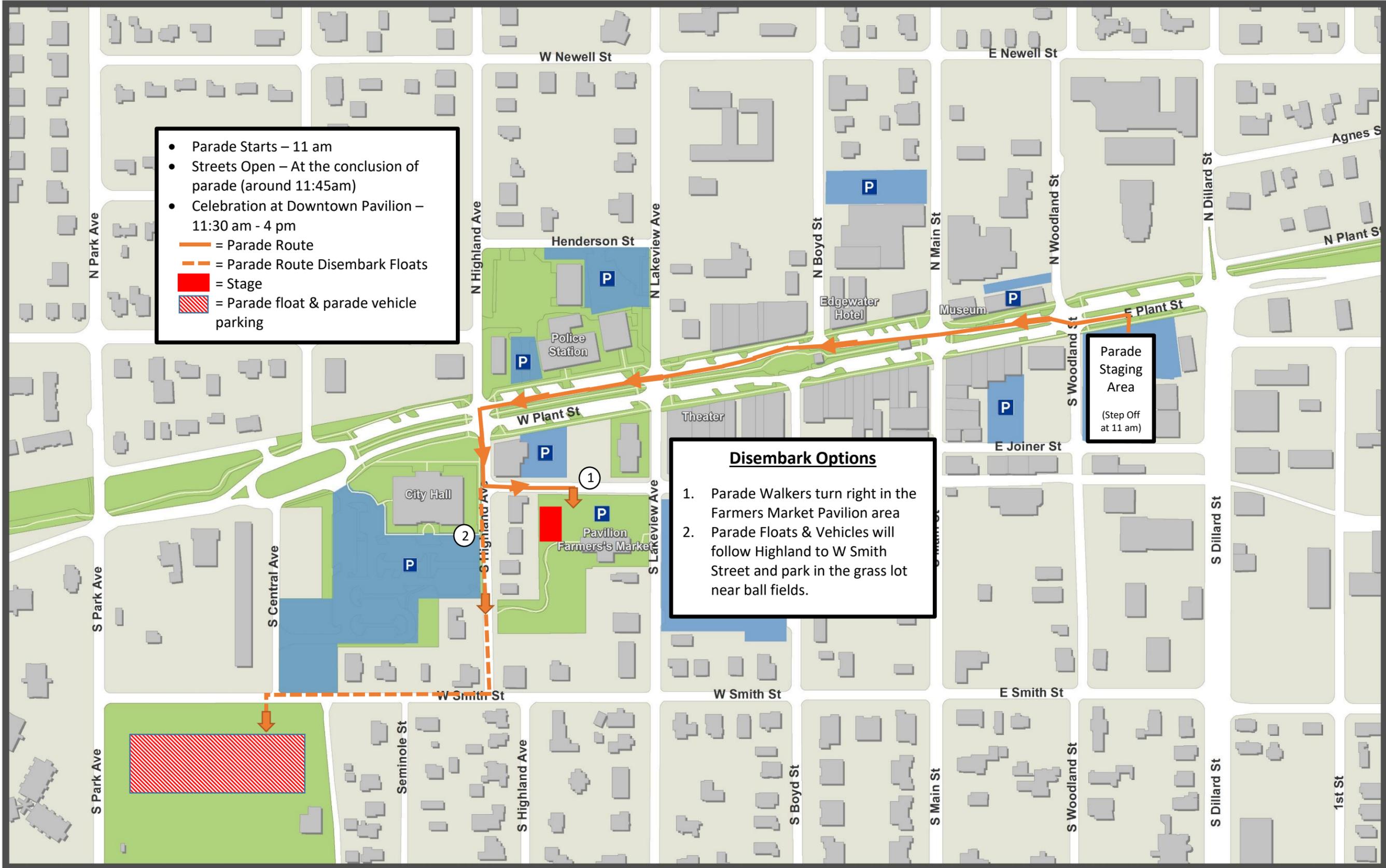
**NO APPLICATION WILL BE ACCEPTED UNLESS THE FOLLOWING ITEMS ARE INCLUDED.**

(APPROVAL PROCESS WILL NOT BEGIN UNTIL THE FOLLOWING IS SUBMITTED):

- COPY OF 501C-3 FORM SIGNIFYING NON-PROFIT STATUS (IF APPLICABLE)
- SITE PLAN INDICATING ALL AFFECTED AREAS, STREETS PROPOSING TO BE CLOSED, TEMPORARY POWER SOURCES TO BE INSTALLED, PORTABLE RESTROOM LOCATIONS, VENDOR PLACEMENT, PARADE ROUTE OR ANY OTHER SIGNIFICANT FEATURES.
- COPY OF APPLICANT’S INSURANCE CERTIFICATE NAMING THE CITY OF WINTER GARDEN AS ADDITIONALLY INSURED.
- IF ATTENDANCE IS REASONABLY ANTICIPATED TO BE GREATER THAN 100 PEOPLE, YOU SHOULD ALSO INCLUDE A PLAN FOR :
  - SANITATION – RESTROOM, PORT-O-LET PLACEMENT, POTABLE WATER, TRASH RECEPTACLES & COLLECTION PLAN, ETC.
  - PARKING AND TRAFFIC – REROUTING TRAFFIC AROUND BLOCKED STREETS, PARKING FOR EVENT PATRONS, ETC.
  - MEDICAL CARE – FIRST AID STATIONS, EMS SERVICES, AMBULANCE ON SITE, ETC.
  - SECURITY – OFF-DUTY OFFICERS SCHEDULES, SECURITY SERVICE UTILIZED, # OF EVENT STAFF IN ATTENDANCE, ETC.
- IF YOU WANT TO HAVE ANY SIGNAGE, PLEASE PROVIDE A SITE PLAN SHOWING WHERE SIGNS ARE PROPOSED (THE CITY PROHIBITS SNIPE SIGNS).

FOR OFFICIAL USE ONLY			
TECHNICIAN INITIAL: _____	DATE RECEIVED: _____	<input type="checkbox"/> FEE PAID	
CITY MANAGER/DESIGNEE: _____	DATE: _____	APPROVED: <input type="checkbox"/> YES / <input type="checkbox"/> NO	
CONDITIONS: _____			

# Martin Luther King Jr. Parade Route and Event Map – Monday, January 20th, 2025

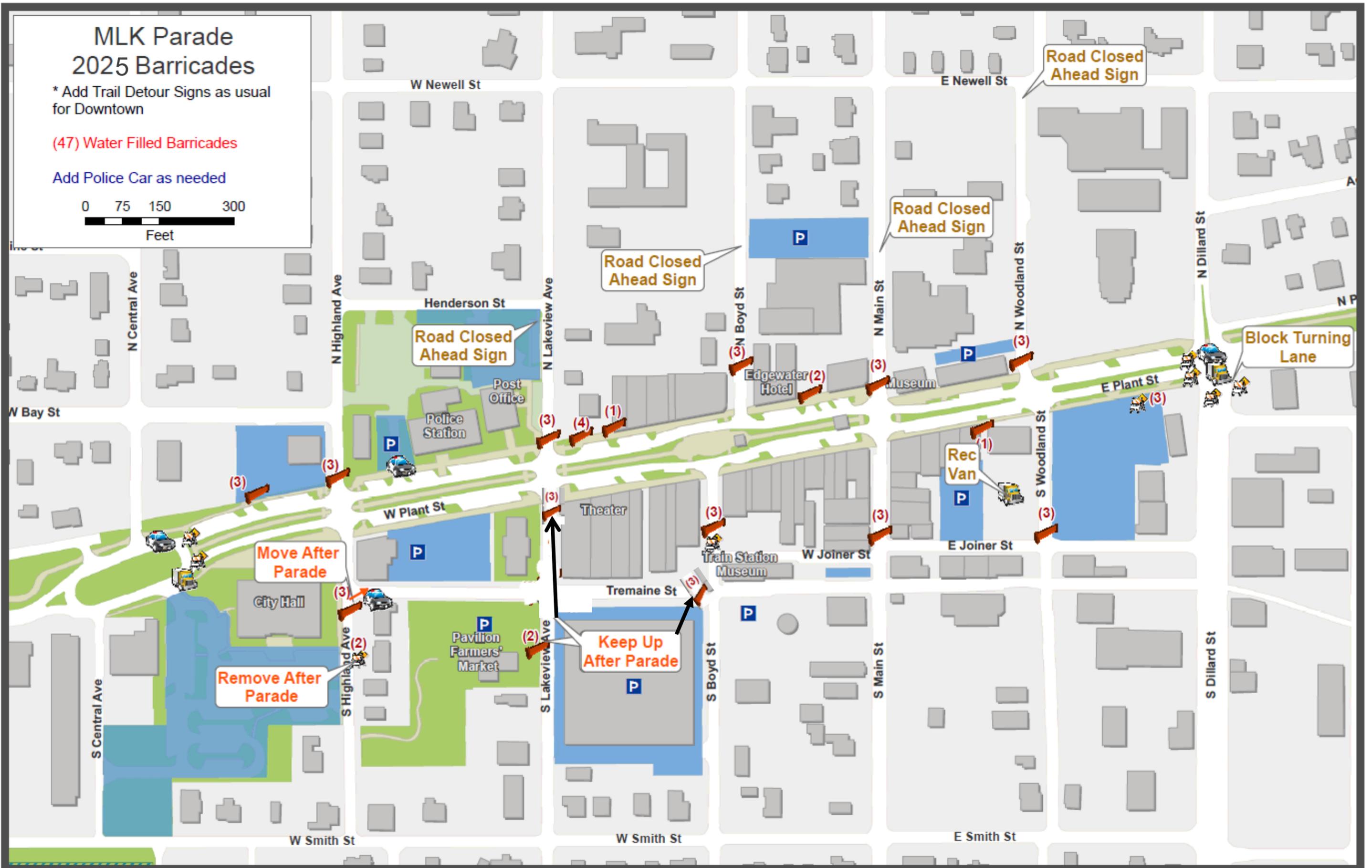
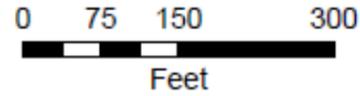


# MLK Parade 2025 Barricades

\* Add Trail Detour Signs as usual  
for Downtown

(47) Water Filled Barricades

Add Police Car as needed



**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Kelly Carson, Planning Director

**Via:** Jon C. Williams, City Manager

**Date:** December 31, 2024      **Meeting Date:** January 9, 2025

**Subject:** Code Enforcement Board Appointment

**Issue:** One member of the Code Enforcement board recently resigned, leaving one board vacancy.

**Discussion:**

One members of the Code Enforcement Board recently resigned. That member is:

- Jack Litteral, District 1, retired from the construction material sales industry.

City Code does not have any requirements for this board that the appointees live within specific districts. The Code only requires that the seven members live within the City and states “membership of the code enforcement board shall be made on the basis of experience or interest in the fields of zoning and building control in the sole discretion of the city commission and shall, whenever possible, include an architect, a businessman, an engineer, a general contractor, a subcontractor and a realtor.”

**Recommended action:**

Motion to appoint a new member to the Code Enforcement Board.



## BOARDS & COMMITTEES INTEREST

NAME: Ayhan Topgul

HOME ADDRESS: 1547 Juniper Hammock St. Winter Garden, FL. 34787 DISTRICT # 1

PHONE: 321-888-9193 ALTERNATE: \_\_\_\_\_

EMAIL: readysailsail@icloud.com OCCUPATION: Finance Manager

U.S. CITIZEN?  YES  NO CITY RESIDENT?  YES  NO

REGISTERED VOTER?  YES  NO CITY EMPLOYEE?  YES  NO

PRIOR BOARD(S) YOU SERVED? Citizens Appeal Board

REFERENCE(S): \_\_\_\_\_ LICENSE/CERTIFICATION(S) \_\_\_\_\_

EDUCATION/EXPERIENCE: Bachelors/Political Sciene. Board Memeber, Guardian ad Litem Advocate.

ADDITIONAL CONSIDERATIONS \_\_\_\_\_

### BOARD(S) OF INTEREST

THANK YOU FOR YOUR INTEREST IN SERVING ON ONE OF THE CITY'S BOARD/COMMITTEES.  
VOLUNTEERS LIKE YOU ARE ESSENTIAL TO ENSURING THAT YOUR CITY GOVERNMENT IS RESPONSIVE TO THE NEEDS OF THE COMMUNITY.

**PLEASE CHECK ALL THAT APPLY - SEE WEBSITE FOR DESCRIPTIONS**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Architectural Review & Historic Preservation | <input type="checkbox"/> General Employees Pension Board*               | <input type="checkbox"/> Police & Firefighter Pension Board* |
| <input type="checkbox"/> Code Enforcement Board*                      | <input type="checkbox"/> Community Redevelopment Agency Advisory Board* |  |
| <input type="checkbox"/> Planning & Zoning Board*                     | <input type="checkbox"/> Election Canvassing Board                      |  |

**PLEASE NOTE:**

- ALL VOLUNTEERS MUST ADHERE TO FLORIDA STATE STATUTES AS APPLICABLE TO CONFLICTS OF INTEREST
- THIS APPLICATION WILL BE SUBMITTED TO THE CITY COMMISSION FOR CONSIDERATION
- (\*) MEMBERS SERVING ON THESE BOARDS ARE REQUIRED TO FILE AN ANNUAL FINANCIAL DISCLOSURE
- THIS FORM BECOMES A **PUBLIC RECORD** ONCE SUBMITTED TO THE CITY CLERK'S OFFICE

**QUESTIONS?**

CONTACT - CITY CLERK'S OFFICE - 407-656-4111 EXT. 2297  
E-MAIL: CITYCLERK@CWGDN.COM





## BOARDS & COMMITTEES INTEREST

NAME: Linda M. Pinto

HOME ADDRESS: 713 Orange Belt Loop, Winter Garden, FL 34787 DISTRICT # 1

PHONE: 703-582-0940 ALTERNATE: \_\_\_\_\_

EMAIL: lpintro@yahoo.com OCCUPATION: Attorney

U.S. CITIZEN?  YES  NO CITY RESIDENT?  YES  NO

REGISTERED VOTER?  YES  NO CITY EMPLOYEE?  YES  NO

PRIOR BOARD(S) YOU SERVED? Christian Help Employ. & Res. Ctr, The Nurture Place, InFirst FCU

REFERENCE(S): Jackie Avery/Brit Johnson LICENSE/CERTIFICATION(S) DC & PA Bar

EDUCATION/EXPERIENCE: JD/George Washington Univ.(1984); BA/Syracuse Univ.(1981)

ADDITIONAL CONSIDERATIONS Retired JAG, USAF(2009); Retired FCC (2024).

Volunteer: Poverty Solutions Group (Circles West Orange); Jobs Partnership

### BOARD(S) OF INTEREST

THANK YOU FOR YOUR INTEREST IN SERVING ON ONE OF THE CITY'S BOARD/COMMITTEES.  
VOLUNTEERS LIKE YOU ARE ESSENTIAL TO ENSURING THAT YOUR CITY GOVERNMENT IS RESPONSIVE TO THE NEEDS OF THE COMMUNITY.

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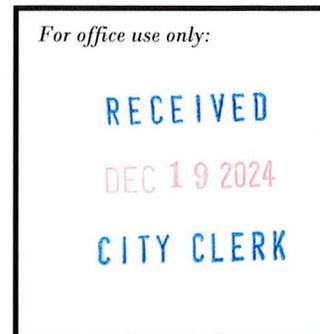
- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Architectural Review & Historic Preservation | <input type="checkbox"/> General Employees Pension Board*                          | <input type="checkbox"/> Police & Firefighter Pension Board* |
| <input checked="" type="checkbox"/> Code Enforcement Board*           | <input checked="" type="checkbox"/> Community Redevelopment Agency Advisory Board* |  |
| <input type="checkbox"/> Planning & Zoning Board*                     | <input type="checkbox"/> Election Canvassing Board                                 |  |

**PLEASE NOTE:**

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**QUESTIONS?**

CONTACT - CITY CLERK'S OFFICE - 407-656-4111 EXT. 2297  
E-MAIL: CITYCLERK@CWGDN.COM





**BOARDS & COMMITTEES INTEREST**

NAME: Robert Clinger

HOME ADDRESS: 426 Newhenth Circle DISTRICT # 1

PHONE: 407 506-7967 ALTERNATE: \_\_\_\_\_

EMAIL: bobc7967@gmail.com OCCUPATION: Retired

U.S. CITIZEN?  YES  NO CITY RESIDENT?  YES  NO

REGISTERED VOTER?  YES  NO CITY EMPLOYEE?  YES  NO

PRIOR BOARD(S) YOU SERVED? None

REFERENCE(S): Denise Patton LICENSE/CERTIFICATION(S) \_\_\_\_\_

EDUCATION/EXPERIENCE: UCF & CPA

ADDITIONAL CONSIDERATIONS \_\_\_\_\_

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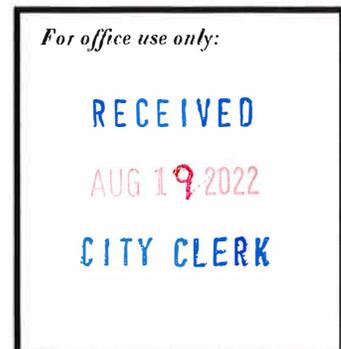
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**BOARDS & COMMITTEES INTEREST**

NAME: Thomas Liebscher Morelli

HOME ADDRESS: [REDACTED] Winter Garden (exempt per F.S. 119.071) DISTRICT # 1

PHONE: 407-269-3341 ALTERNATE: 407-900-9515

EMAIL: tom@morelli-law.com OCCUPATION: Attorney

U.S. CITIZEN?  YES  NO CITY RESIDENT?  YES  NO

REGISTERED VOTER?  YES  NO CITY EMPLOYEE?  YES  NO

PRIOR BOARD(S) YOU SERVED? None with the City / HOA Board (Covington Chase) - Vice President

REFERENCE(S): Ben Rust - 850-443-8534 LICENSE/CERTIFICATION(S) Florida Bar - 104796

EDUCATION/EXPERIENCE: Juris Doctorate / Practicing Attorney

ADDITIONAL CONSIDERATIONS City of Winter Garden Resident for 8 years / Owner of Morelli Law  
located in Downtown Winter Garden (132 W. Plant Street, Suite 230)

**BOARD(S) OF INTEREST**

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## BOARDS & COMMITTEES INTEREST

NAME: Vasily Belichenko

HOME ADDRESS: 436 N. Boyd st DISTRICT # 1

PHONE: 407-399-7236 ALTERNATE: \_\_\_\_\_

EMAIL: bacileus86@gmail.com OCCUPATION: Therapist

U.S. CITIZEN?  YES  NO CITY RESIDENT?  YES  NO

REGISTERED VOTER?  YES  NO CITY EMPLOYEE?  YES  NO

PRIOR BOARD(S) YOU SERVED? N/A

REFERENCE(S): \_\_\_\_\_ LICENSE/CERTIFICATION(S) RBT, CPR

EDUCATION/EXPERIENCE: Psychology, Applied Behavior Analysis

ADDITIONAL CONSIDERATIONS Construction background

### BOARD(S) OF INTEREST

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**BOARDS & COMMITTEES INTEREST**

NAME: Benjamin LaTorre

HOME ADDRESS: 753 Rainfall Drive DISTRICT # 2

PHONE: 407-394-9183 ALTERNATE: \_\_\_\_\_

EMAIL: blatorre4050@yahoo.com OCCUPATION: Auditor

U.S. CITIZEN?  YES  NO

CITY RESIDENT?  YES  NO

REGISTERED VOTER?  YES  NO

CITY EMPLOYEE?  YES  NO

PRIOR BOARD(S) YOU SERVED? Election

REFERENCE(S): Ron Mueller LICENSE/CERTIFICATION(S) \_\_\_\_\_

EDUCATION/EXPERIENCE: Masters in Accounting

ADDITIONAL CONSIDERATIONS knights of Columbus

**BOARD(S) OF INTEREST**

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**QUESTIONS?**

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**BOARDS & COMMITTEES INTEREST**

NAME: Eddie Young

HOME ADDRESS: 924 Celadon street DISTRICT # 2

PHONE: (813) 892-8930 ALTERNATE: (407) 419-1098

EMAIL: 2young1266@gmail.com OCCUPATION: Superintendent

U.S. CITIZEN?  YES  NO CITY RESIDENT?  YES  NO

REGISTERED VOTER?  YES  NO CITY EMPLOYEE?  YES  NO

PRIOR BOARD(S) YOU SERVED? N/A

REFERENCE(S): \_\_\_\_\_ LICENSE/CERTIFICATION(S) CSC

EDUCATION/EXPERIENCE: High school Construction management

ADDITIONAL CONSIDERATIONS \_\_\_\_\_

**BOARD(S) OF INTEREST**

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**BOARDS & COMMITTEES INTEREST**

NAME: Amanda Harris  
HOME ADDRESS: 13206 Social Lane DISTRICT # 3

PHONE: 6127182310 ALTERNATE: \_\_\_\_\_

EMAIL: amanda.ja.harris@gmail.com OCCUPATION: Event Planner

U.S. CITIZEN?  YES  NO CITY RESIDENT?  YES  NO

REGISTERED VOTER?  YES  NO CITY EMPLOYEE?  YES  NO

PRIOR BOARD(S) YOU SERVED? Board to Improve Police Relations with Youth -City of Minneapolis

REFERENCE(S): \_\_\_\_\_ LICENSE/CERTIFICATION(S) \_\_\_\_\_

EDUCATION/EXPERIENCE: Two Bachelor of Arts Degrees - Spanish and International Relations

ADDITIONAL CONSIDERATIONS Event planning over 25 years, Bilingual, children in public school,  
Military association (Ex husband was active duty for the first 12 years while living in WG

**BOARD(S) OF INTEREST**

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UPDATED - 5/1/2023

**APPLICATIONS ARE KEPT ON FILE FOR ONE YEAR AND SUBMITTED FOR CONSIDERATION AS BOARD VACANCIES OCCUR**

**SEE ALSO RESUME**

# Amanda Harris

## Events | Analytical| Solution Finder

### Operate Individually Think Collectively

<p><b>CONTACT</b></p> <p>13206 Social Lane  Winter Garden, FL 34787  612.718.2310  Amanda.ja.harris@gmail.com</p>	<p><b>WORKSTYLE</b></p> <p>I am the strongest when I begin with a 360 process, looking at the project from all angles: sales, operations, financial and the client lens. Finding the right people for the project team is key. Drawing upon individual strengths, skills and passions helps build the right project team. By using this style, it helps to be three steps ahead before getting to the end and having to go back 15 steps or worse starting over. Financially it maximizes shared resources by focusing and not creating wasteful random busy work.</p>
<p><b>THREE FUN FACTS ABOUT ME PROFESSIONALLY</b></p> <p>Created virtual and online learning program in 2001 (Yes 2001)</p> <p>Owned a bar/nightclub in 1999 to 2000 in the Dominican Republic</p> <p>My dream job as a child was to be the person welcoming flights in a destination. I achieved it at 22 years old and my career in travel and hospitality was sealed.</p>	<p><b>WORK STYLE</b></p> <p>I consider every team member as an individual and recognize that each person has their own workstyle, communication style, knowledge bank, interests and weaknesses. To work with everyone in their development and create a team cohesiveness for a positive work environment, helps us all learn more.</p> <p>Being aware of skills/strengths of each member helps me be better. I always believe if I don't know the answer someone else will, so no one in the team should feel they have to know everything about everything. Sharing expertise in the local, team, regional and overall organization leads to an organic team cohesiveness and growth.</p> <p><b>BUSINESS STYLE</b></p> <p>One of my strengths is in business analytics, market research and application. Numbers, forecasting, budgeting and excel spreadsheets are my happy place. I enjoy working with creative solutions to meet the goals of the clients. Not everyone buys the same way, so I apply this consideration to their way of research, budgeting and vision to the way it is presented. I prefer to provide information in a way that makes sense to the client and helps their decision process.</p>
<p><b>EDUCATION</b></p>	<p>1993 -1996  University of Minnesota -Twin Cities  Minneapolis, MN 55417  <i>BA – Spanish BA – International Relations Minor: Foreign Studies</i></p> <p>August 1994 – June 1995  Pontificia Universidad Catolica de Madre y Maestra (PUCMM)  <i>Cultural Studies</i>  Activities:  <i>Street Children Program</i>  <i>College Co-Ed Softball Team</i>  <i>ESL Teacher</i></p>
<p><b>EXPERIENCE</b></p> <p>July 2021 - Present  Account Manager • MC&amp;A</p>	<p>Assisting Account Executive review RFP, brainstorm ideas, and research client information  Proposal preparation, vendor outreach, client communication</p>



**BOARDS & COMMITTEES INTEREST**

NAME: Karen Mcneil  
HOME ADDRESS: 1407 Kenny Ct WG, FL 34787 DISTRICT # 3  
PHONE: 407 775 8188 ALTERNATE: 407 654-6089  
EMAIL: Mcneilvpk777@gmail.com OCCUPATION: Owner/Director  
Mcneil's Preschool Home LLC  
U.S. CITIZEN?  YES  NO CITY RESIDENT?  YES  NO  
REGISTERED VOTER?  YES  NO CITY EMPLOYEE?  YES  NO

PRIOR BOARD(S) YOU SERVED? S.M.I.L.E., Vox Populi, CRN  
REFERENCE(S): Annette Brown LICENSE/CERTIFICATION(S) Child Care  
EDUCATION/EXPERIENCE: Child Development, Community Enhancement  
ADDITIONAL CONSIDERATIONS I am a advocate for the East WG  
Community and the entire City of Winter Garden.

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## BOARDS & COMMITTEES INTEREST

NAME: Lee Douglas

HOME ADDRESS: 562 Home Grove Drive DISTRICT # 13

PHONE: 407-497-4077 ALTERNATE: \_\_\_\_\_

EMAIL: ldouglas0107@gmail.com OCCUPATION: Financial Collections Analyst

U.S. CITIZEN?  YES  NO CITY RESIDENT?  YES  NO

REGISTERED VOTER?  YES  NO CITY EMPLOYEE?  YES  NO

PRIOR BOARD(S) YOU SERVED? Canvassing

REFERENCE(S): Paul Caswell LICENSE/CERTIFICATION(S) \_\_\_\_\_

EDUCATION/EXPERIENCE: Masters of Business Administration from Stetson University

ADDITIONAL CONSIDERATIONS Have experience in political science

### BOARD(S) OF INTEREST

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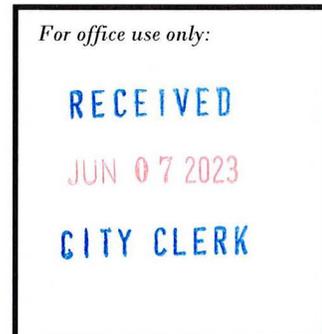
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## BOARDS & COMMITTEES INTEREST

NAME: Christopher Wyszynski

HOME ADDRESS: 14954 Tullamore Loop DISTRICT # 4

PHONE: 904-718-8587 ALTERNATE: \_\_\_\_\_

EMAIL: ch.wyszynski@gmail.com OCCUPATION: Attorney

U.S. CITIZEN?  YES  NO CITY RESIDENT?  YES  NO

REGISTERED VOTER?  YES  NO CITY EMPLOYEE?  YES  NO

PRIOR BOARD(S) YOU SERVED? N/A

REFERENCE(S): Mike Milne 407-641-2111 LICENSE/CERTIFICATION(S) Florida Bar 84810

EDUCATION/EXPERIENCE: JD from FCSL 2010; FL Bar member 2010

ADDITIONAL CONSIDERATIONS Practice has focused on construction issues for six years, including lien, permitting, and development concerns.

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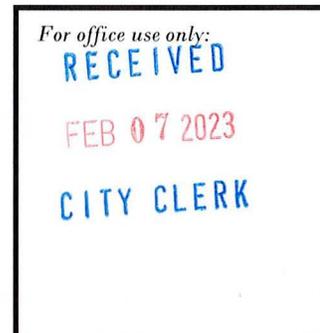
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## BOARDS & COMMITTEES INTEREST

NAME: Pablo Gonzalez

HOME ADDRESS: 1932 Portcastle Circle DISTRICT # 4

PHONE: 4077294717 ALTERNATE: \_\_\_\_\_

EMAIL: pablocarlosgonzalez@gmail.com OCCUPATION: Real estate agent

U.S. CITIZEN?  YES  NO CITY RESIDENT?  YES  NO

REGISTERED VOTER?  YES  NO CITY EMPLOYEE?  YES  NO

PRIOR BOARD(S) YOU SERVED? N/A

REFERENCE(S): Mary Rebekah Gonzales LICENSE/CERTIFICATION(S) Real estate

EDUCATION/EXPERIENCE: Over 15 plus years in real estate development

ADDITIONAL CONSIDERATIONS I am very aware of code enforcement, real estate, development, and the desire to keep our community valued.

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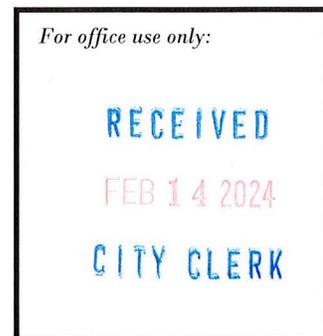
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CITY OF WINTER GARDEN - CITY CLERK'S OFFICE  
300 WEST PLANT STREET - WINTER GARDEN, FL 34787  
WWW.CWGDN.COM

**BOARDS & COMMITTEES INTEREST**

NAME: *Wessam Baiz*

HOME ADDRESS: *15457 Bellemeade Dr. Winter Garden  
Fl. 34787*

*DISTRICT*  
DISTRICT # *10 4*  
County Commission - *1*

PHONE: *419-575-6158*

ALTERNATE:

EMAIL:

OCCUPATION:

U.S. CITIZEN?  YES  NO

CITY RESIDENT?  YES  NO

REGISTERED VOTER?  YES  NO

CITY EMPLOYEE?  YES  NO

PRIOR BOARD(S) YOU SERVED?

REFERENCE(S): *Jordan Sarmiento* LICENSE/CERTIFICATION(S)  
*- 407-920-1853*

EDUCATION/EXPERIENCE: *Bachelors, Finance, Prior Financial Advisor, Self-employed.*

ADDITIONAL CONSIDERATIONS

**BOARD(S) OF INTEREST**

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Election Canvassing Board

PLEASE NOTE:

- ALL VOLUNTEERS MUST ADHERE TO FLORIDA STATE STATUTES AS APPLICABLE TO CONFLICTS OF INTEREST
- THIS APPLICATION WILL BE SUBMITTED TO THE CITY COMMISSION FOR CONSIDERATION
- (\*) MEMBERS SERVING ON THESE BOARDS ARE REQUIRED TO FILE AN ANNUAL FINANCIAL DISCLOSURE
- THIS FORM BECOMES A PUBLIC RECORD ONCE SUBMITTED TO THE CITY CLERK'S OFFICE

QUESTIONS?

CONTACT - CITY CLERK'S OFFICE - 407-656-4111 EXT. 2297  
E-MAIL: CITYCLERK@CWGDN.COM

*For office use only:*

**RECEIVED**

**JUN 7 2022**

**CITY CLERK**