



CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Held in City Hall 1600 Nela Avenue Belle Isle FL 32809

Held the 1st and 3rd Tuesday of Every Month

Tuesday, October 20, 2026 * 6:30 PM

AGENDA

City Council

Mayor Jason Carson

Vice-Mayor – Comm Beth Lowell, District 5

District 1 Comm – Ed Gold | District 2 Comm – Holly Bobrowski | District 3 Comm – Karl Shuck

District 4 Comm – Bobby Lance | District 6 Commissioner – Christopher Oller

District 7 Commissioner – Jim Partin

Welcome to the City of Belle Isle City Council meeting. Please silence all technology during the session. Thank you for participating in your City Government.

1. **Call to Order and Confirmation of Quorum**
2. **Invocation and Pledge to Flag** - Comm Holly Bobrowski, District 2
3. **Public Comments & Announcements** - Persons desiring to address the Council must complete and provide the City Clerk with a yellow "Request to Speak" form, limited to three (3) minutes, with no discussion. When the Mayor recognizes you, state your name and address and direct all remarks to the Council as a body.
4. **Presentations**
 - a. Special Events Calendar Date Updates
5. **Consent Items** - These items are considered routine, and one motion will adopt them unless a Council member requests before the vote on the motion that an item be removed from the consent agenda and considered separately.
 - a. Approval of the City Council Meeting Minutes - September 23, 2026
 - b. Approval of the City Council Meeting Minutes - October 6, 2026
 - c. September 2026 Monthly Reports: PD, Finance (<https://cleargov.com/florida/orange/city/belle-isle>), and OC Fire
6. **Unfinished Business**
7. **New Business**
 - a. Creation of Citizen Group Discussion
 - b. Approval of Waltham Avenue Resurfacing
 - c. **RESOLUTION NO. 26-20:** A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027, PROVIDING AN EFFECTIVE DATE.
 - d. McCoy and Fairlane Project 2025-2026 Waive Formal Procurement Process and Approval
 - e. Discussion to Cancel, or Combine, or Reschedule December 1 and 15, 2026 Council meetings
 - f. Discussion of a Fire Assessment Feasibility Study
8. **Attorney's Report**
9. **City Manager's Report**
 - a. City Manager's Report and Work Plan
 - b. Chief's Report
 - c. Public Works Report
 - d. Code Compliance Report
10. **Mayor's Report**
11. **Commissioners Report**
12. **Adjournment**



CITY OF BELLE ISLE, FL
SECOND PUBLIC BUDGET HEARING AND CITY COUNCIL MEETING

a.

Wednesday, September 23, 2026 * 6:30 PM

MINUTES

Present was:

Mayor – Jason Carson
District 1 Commissioner – Ed Gold
District 2 Commissioner – Holly Bobrowski
District 3 Commissioner – Karl Shuck
District 4 Commissioner – Bobby Lance (conf call)
District 5 Commissioner – Beth Lowell
District 6 Commissioner – Christopher Oller
District 7 Commissioner – Jim Partin

Absent was:

N/A

1. Call to Order and Confirmation of Quorum

Mayor Carson called the meeting to order at 6:30 pm, and the Clerk confirmed quorum.

City Manager Rick Rudometkin, Attorney Langley, Deputy Chief Millis, Public Works Director Phil Price, Finance Director Tracey Richardson, Compliance Officer Maureen McKuhen, and City Clerk Yolanda Quiceno were also present.

2. Invocation and Pledge to the Flag - Comm Partin led the invocation and Pledge to the Flag.

3. Second Budget Hearing & Adoption FY 2026/2027

- a. Proposed Budget FY 2026/2027 by City Manager Rudometkin - State the % increase over the rolled-back rate and the reasons for the increase.

CM Rudometkin stated that this was the second and final public hearing for adoption of the FY 2026–2027 Budget. The resolutions before Council were Resolution 26-13, adopting the final millage rate, and Resolution 26-14, adopting the final budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027. He reported that the rollback rate is 4.6449 mills and the final proposed millage rate is 4.7845 mills, which is 3.01% above the rollback rate. He emphasized that the 4.7845 rate is the same millage rate as the current fiscal year and therefore does not represent an increase in the City's millage rate from the prior year. CM Rudometkin explained that the only change to the proposed budget since it was originally presented occurred at the first public hearing, when Council reduced the proposed millage rate from 4.9999 mills to 4.7845 mills. No other changes were made to the proposed budget.

Council requested clarification on why the millage remained above the rollback rate. CM Rudometkin explained that the City previously increased its millage in response to significant increases in the cost of Orange County fire protection services, as the City does not operate its own fire department. He said fire protection costs increased by about \$110,000 this year, bringing the City's annual fire service expense to nearly \$3.1 million. Although an additional millage increase had initially been proposed for FY 2026–2027 to help offset increasing fire costs, Council decided at the first public hearing not to proceed with that increase and instead maintained the existing 4.7845 millage rate.

- b. Citizen Comments

Mayor Carson opened for Citizen Comments on the Adoption of the FY2026/2027 Budget.

- Rick Miller, residing at 2001 Nela Avenue, thanked Council for maintaining a steady millage rate but

expressed concern that there had not been substantive discussion regarding reducing operating expenses. He stated that using reserves to fund recurring operations is not sustainable and encouraged Council and the public to discuss cost-saving measures, including renegotiating contracts and considering temporary salary or hiring freezes. Mr. Miller encouraged the City to continue discussions with Orange County about rising fire service costs while focusing on expenses within the City's control. He specifically referenced the Personnel Policy Manual and expressed concern regarding delegated authority for certain salary increases, implementation of the Police step plan, and potential employee bonuses. He suggested that, during the current period of cost containment, Council should review such expenditures through the consent agenda and requested that Council consider freezing those actions until the budget has been aligned with the expenses.

- Dr. Jason Battle, residing at 3109 Indian Drive, raised concerns regarding the City's ongoing budget imbalance. He referenced the approximately \$1 million difference between recurring revenues and expenditures discussed during the prior budget presentation and asked how the City intends to address the issue in future years. Mr. Battle said his concern was similar to the previous speaker's comments and asked Council to consider how the City will address the recurring shortfall going forward so the issue does not continue from year to year.

CM Rudometkin clarified that the approximately \$1 million shortfall being discussed is a potential future revenue reduction if Amendment Three passes in November. He stated that the City, with assistance from Rick Miller, completed an initial assessment of the potential impact. He explained that the FY 2026–2027 Budget includes approximately \$5.7 million in ad valorem revenue, while Police and Fire expenditures together total almost \$8 million. The City uses other non-ad valorem revenues and transfers to cover General Fund expenses. He said the City's unrestricted fund balance is about \$2.5 million, or 23.7%, which serves as a reserve for hurricanes, catastrophes, and other needs. If Amendment Three passes, initial estimates indicate the City could receive just over \$1 million less in revenue by the end of 2027, with an additional potential reduction of approximately \$700,000 to \$800,000 the following year. The City Manager stated that the budget was being adopted based on current conditions. If the amendment passes, the City will then work with Council, committees, and interested residents to discuss reductions and expenditures that could be deferred or not made. He emphasized that an amount included in the budget does not have to be spent and that unspent funds return through reconciliation to the unrestricted fund balance.

Mr. Miller clarified that his concern about the approximately \$1 million shortfall relates to the current operating budget, not solely to the potential impact of Amendment Three. He stated that the existing shortfall still needs to be addressed and that, if the amendment passes, it could create an additional financial challenge.

CM Rudometkin acknowledged the current budget shortfall but said that, after using available funds, the City would still have about \$2.5 million in reserves. Mr. Miller expressed concern about using reserves for ongoing operations, stating that reserves could instead be used for one-time expenses, such as swales or the Venetian area, and that using reserves for recurring operating expenses is not sustainable. CM Rudometkin noted that an increase had been proposed to help cover expenses, but Council decided to maintain the current revenue level.

c. Council Discussion

Mayor Carson opened for council discussion; there being none, he closed council discussion.

d. State the taxing authority, rolled-back rate, % increase over the rolled-back rate, and the millage rate to be levied

CM Rudometkin read the required information prior to adoption of the resolutions. He stated that the taxing authority is the City of Belle Isle, Florida, the rollback rate is 4.6449 mills, and the millage rate represents a 3.01% increase over the rollback rate. The millage rate to be levied is 4.7845 mills, which is the City's current millage rate and has not increased.

e. RESOLUTION 26-13 - A RESOLUTION OF THE CITY OF BELLE ISLE OF ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL MILLAGE RATE FOR THE LEVYING OF AD VALOREM TAXES FOR THE CITY OF BELLE ISLE FOR THE

FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING ON SEPTEMBER 30, 2027; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Carson read Resolution 26-13 by title and called for a motion.

Comm Bobrowski moved to adopt Resolution 26-13 of the City of Belle Isle of Orange County, Florida, adopting the final millage rate for the levy of ad valorem taxes for the city of Belle Isle for the fiscal year beginning October one, 2026, and ending on September 30, 2027, providing for an effective date.

Seconded by Comm Gold, which passed 6:0 upon roll call, as Comm Lance was absent for the vote.

- f. RESOLUTION 26-14 - A RESOLUTION OF THE CITY OF BELLE ISLE OF ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE CITY OF BELLE ISLE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING ON SEPTEMBER 30, 2027; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Carson read Resolution 26-14 by title and called for a motion.

Comm Bobrowski moved to adopt Resolution 26-14 of the City of Belle Isle of Orange County, Florida, adopting the final budget for the City of Belle Isle for the fiscal year beginning October 1st, 2026, ending on September 30th, 2027, providing for an effective date.

Seconded by Vice Mayor Lowell, which passed 6:0 upon roll call, as Comm Lance was absent for the vote.

- g. Close Second Budget Public Hearing

There being no further business, Mayor Carson closed the Public Budget Hearing.

4. Public Hearing to Adopt Five-Year CIP Included in FY 2026/2027 Budget

- a. Proposed Five-Year CIP Included in FY 2026/2027 Budget

CM Rudometkin stated that the proposed Five-Year Capital Improvement Plan (CIP) was included in the FY 2026–2027 Budget and had been presented throughout the budget process. He noted that the CIP had been reviewed during three workshops, two Budget Committee meetings, and one public hearing, and that a synopsis of the CIP was also presented at the previous Council meeting.

- b. Citizen Comments

Mayor Carson opened for citizen comments; there being none, he closed citizen comments.

- c. Council Discussion

Mayor Carson opened for council discussion; there being none, he closed council discussion.

- d. RESOLUTION 26-15 - A RESOLUTION OF THE CITY OF BELLE ISLE OF ORANGE COUNTY, FLORIDA, ADOPTING THE FIVE-YEAR CAPITAL PROGRAM FOR THE PERIOD BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2031; PROVIDING FOR AN EFFECTIVE DATE.

Comm Bobrowski moved to adopt Resolution 26-15 of the City of Belle Isle of Orange County, Florida, adopting the five-year capital program for the period beginning October 1st, 2026, and ending September 30th, 2031, providing for an effective date. Comm Partin seconded the motion, which passed which passed 6:0 upon roll call, as Comm Lance was absent for the vote.

- e. Close Public Hearing to Adopt Five-Year CIP Included in FY 2026/2027 Budget

There being no further business, Mayor Carson closed the Public Budget Hearing.

Mayor Carson announced that Comm Lance was no longer on the conference call due to connection issues. Comm Carson called for a motion to excuse Comm Lance from the meeting.

Comm Bobrowski moved to excuse Comm Lance from the meeting.

Comm Gold seconded the motion, which passed unanimously, 6:0.

5. Public Comments & Announcements

Mayor Carson opened for public comment and announcements.

- Former Comm Frank Vertolli, residing at 5106 St. Marie Avenue, discussed the former Pine Castle Elementary School property located at 905 Walton Avenue, consisting of approximately 53,603 square feet. The speaker stated that purchasing the property could benefit the City by increasing its property footprint and encouraged Council to pursue the property and make a reasonable offer. He suggested the City consider a bond issue to finance the purchase, allowing the City to acquire the property now and determine its future

use later.

- Dr. Jason Battle referenced the previous discussion regarding a resident's trailer parked in a driveway and asked whether there had been any resolution to the matter. He suggested that Council consider allowing a trailer to remain if it is screened from view, such as by a fence, shrubbery, or other screening, and asked that this option be considered as part of any future discussion.
- Antonio DeViva, Chair of the Belle Isle Special Events Committee, provided an update on upcoming community activities. He stated that the Committee currently has three open seats and that prior event-planning experience is not required. He announced that Boogie on the Bridge will be held October 28 from 5:30 p.m. to 9:00 p.m., giving families and residents an evening to dance, trick-or-treat, and gather as a community. He stated that the Committee is seeking one or two title sponsors, including support for a proposed light show on the bridge, as well as local business sponsors and "Candy Champions" willing to participate and donate candy for children. He encouraged anyone interested in joining the Committee, sponsoring the event, or becoming a Candy Champion to contact the Special Events Committee and emphasized that community events provide opportunities for neighbors to meet, families to make memories, and local businesses to support the Belle Isle community.

6. Presentations

- a. CE Appeal 26-0405 - 5275 Jade Circle
Mayor Carson opened discussion of appeal 26-0405.
CM Rudometkin introduced the Garcia family and Code Compliance Officer Maureen McKuhen.

CO McKuhen reported that the department issued a courtesy notice on August 8 regarding a canopy shelter at the property. After the courtesy notice, the property owners were given two extensions to address the matter. At the beginning of September, the canopy remained in place, and the City issued a Notice of Violation with the applicable fine. She referenced the City Code definition of a canopy shelter as a canvas, polyester, or other fabric structure constructed in a tent-like manner and used to store motor vehicles, watercraft, utility trailers, or other equipment. CO McKuhen stated that canopy shelters are not permitted in residential districts and that replacement of a previously authorized canopy shelter is not permitted.

Janelle and Ariel Garcia, 5275 Jade Circle, addressed Council regarding a code violation of an accessory structure under Code Section 50-102. Mrs. Garcia stated that a white canopy has been located behind their fence since May 2024 to protect their boat from the elements. She explained that they selected a white canopy to match their home and gate and that the structure does not obstruct neighboring properties. She also noted that their neighborhood has an optional HOA and that the HOA had not raised concerns regarding the canopy. Mrs. Garcia stated that they were surprised to receive the violation after the canopy had been in place without complaints. She noted that they had observed similar accessory structures at other properties throughout Belle Isle and discussed other property maintenance conditions they had observed in the City and their neighborhood. The Garcias requested that the City consider a variance for the canopy, emphasizing that it is located behind their gate, screens the boat from view, and is being used to protect their boat. They stated that boating and access to the Conway Chain of Lakes were important reasons they chose to live in Belle Isle and asked Council to consider their circumstances when reviewing the violation.

Comm Lowell asked about the prior courtesy notices and wondered why they were surprised to receive the violation. Mrs. Garcia explained that they had hoped the matter might be resolved as the City continued discussing similar canopy cases and possible changes. They stated that the canopy had been in place for several years and that they believed the City's approach might change. They confirmed that they paid the citation promptly and appeared before Council to discuss the matter.

Comm Gold stated that the property is within his district and compared the canopy to an enclosed structure located on his own property. He stated that, based on the photographs, he did not believe the two structures differed aesthetically. He supported reviewing and changing the applicable Code provision,

particularly since there had been no complaints from neighboring properties. He acknowledged that Code Compliance had appropriately enforced the existing Code but said the Code itself may need reconsideration when a structure is not creating an aesthetic issue or negatively affecting neighboring properties. Comm Gold referenced the fee schedule and other City requirements he would like Council to review later, including permitting requirements for items such as installing a ceiling fan. He stated that he did not intend to address all of those matters that evening. Regarding the canopy, Comm Gold asked Council to consider a variance for the property while the City reviews the broader regulations. He agreed that any future changes should include standards or “guardrails” rather than allowing all structures without restriction. He stated that, based on the photographs, the canopy appeared to be in keeping with the community and provided a more cost-effective option than a permanent structure.

Comm Partin agreed that the Code should be reviewed but stated that any changes should include appropriate standards, such as requiring replacement when a canopy becomes damaged or deteriorated. Comm Partin noted that the canopy is located behind the fence, provides a roof over the boat, and that not every resident can afford a more expensive aluminum structure. He also clarified that staff enforces the ordinances currently in place. Under the existing ordinance, the canopy is not permitted; however, Council could meet, discuss the ordinance, and consider changes moving forward.

Mayor Carson agreed that the Code should be revisited and said several provisions may need revision. He noted that, although this may appear to be a small issue, it directly impacts residents; similar canopies have existed in other neighborhoods without creating problems; and he acknowledged that the courtesy notice was issued and extensions were provided under the current process. Mayor Carson expressed support for reviewing these types of issues and available options more broadly and making changes to the Code as needed.

CM Rudometkin said that Code Compliance is responsible for enforcing the ordinances adopted by Council. He explained that staff first provides courtesy notice and, if the violation is not corrected, proceeds with a Notice of Violation as required by the existing Code. CM Rudometkin shared his appreciation for the Code Compliance Officer's work and noted that residents have an opportunity to bring their cases before Council. He said the fee schedule and other permitting requirements could be reviewed later, noting that certain permits, such as those involving electrical work, are required for safety and regulatory purposes. CM Rudometkin suggested that, rather than continuing to address canopy issues individually, Council may want to consider a broader approach while reviewing the regulations.

Comm Gold suggested temporarily suspending enforcement related to canopies until Council could discuss the issue and possible changes. The Council member requested guidance from the City Attorney regarding whether such a suspension could legally be implemented.

Attorney Langley advised that Council could direct the City Manager to temporarily suspend enforcement of the applicable canopy provision for a specified period of time while the matter is reviewed. He clarified that a Charter amendment would not be required to change the regulation. Any proposed Code amendment would first go before the Planning and Zoning Board and then come before the City Council for two readings of an ordinance.

The City Clerk, Code Compliance Supervisor, said the department is currently handling about 20 canopy violations, including some resulting from complaints by neighboring residents. She asked Council to consider establishing clear parameters before suspending enforcement, so Code Compliance staff would know what types of canopies would be acceptable during any temporary suspension. She expressed concern that a broad suspension without standards could result in structures such as tarps being placed in driveways or front yards to cover vehicles, potentially affecting the appearance of the community. She acknowledged the need for canopies in some circumstances but emphasized that Council should also consider their location and appearance. She requested that Council provide clear guidance with Code Compliance before placing the violations on hold.

Attorney Langley cautioned that the City cannot enforce the Code based on verbal or subjective standards. He explained that enforcement cannot be applied differently depending on whether staff believes

a particular canopy looks acceptable. He stated that Council could either enforce the existing provision, suspend enforcement of the provision, or address the specific property currently before Council. However, Council could not direct Code Compliance to continue enforcement against some properties while excluding others based on appearance without established standards in the Code.

Council discussed whether to place a temporary moratorium on canopy enforcement or address the matter on a case-by-case basis while reviewing the Code. Attorney Langley advised against establishing informal enforcement standards that could lead to unequal application of the Code and suggested that Council could instead grant the property owner a temporary exception while considering future amendments.

Several Council members emphasized that the existing Code remains in effect and Code Compliance properly followed the enforcement process, including issuing courtesy notices before the violation. Council expressed support for reviewing the canopy regulations but stressed the need to establish a schedule and clear standards before making changes. Staff noted that canopies are one of several recurring issues, along with RVs and vehicle parking, that could be brought to Council together for broader Code review. Council also discussed the \$50 violation and the separate \$50 fee the property owner paid to bring the matter before Council. Comm Bobrowski suggested allowing the violation to stand while refunding the hearing fee. Staff clarified that payment of the violation does not correct the underlying violation and that additional violations could be issued while the canopy remains in place. The Code Compliance Officer stated that enforcement had been paused once the appeal was received pending Council's consideration. Council further discussed potentially granting the property owner a six-month exception, allowing the existing canopy to remain while Council reviews the ordinance. The proposed approach would maintain the original \$50 violation, refund the \$50 hearing fee, and provide Council with time to consider amendments to the Code. Staff clarified that Council may determine on a case-by-case basis whether to uphold or refund applicable fees and penalties based on the information presented.

Discussion ensued, and the Council discussed whether the Garcia family could be granted a variance or whether the canopy could be considered permitted. Attorney Langley clarified that the canopy does not comply with the current Code and that Council could not declare it compliant under the existing ordinance.

Comm Bobrowski moved to waive the \$50 appeal fee and grant the Garcia Family a six-month enforcement exception while the City reviews the applicable canopy provisions of Section 50-102. Comm Gold seconded the motion.

During discussion, Comm Gold Council suggested that the future review could include a workshop and an opportunity for public input regarding appropriate community standards for canopies. Staff stated that the proposed Code review would first come to Council for direction on how Council wished to proceed. Council clarified that the six-month exception applied only to the Garcias' property and was not a citywide moratorium. Other property owners could bring their individual cases before Council for consideration.

The motion passed 4-2 with Comm Shuck and Comm Lowell, nay.

7. Consent Items

- a. Approval of the FY 2026/2027 Fee Schedule
- b. RESOLUTION NO. 26-16 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE CITY OF BELLE ISLE PERSONNEL POLICIES AND PROCEDURES; SUPERSEDING THE REMAINING PROVISIONS OF THE POLICE PAY PLAN; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
- c. August 2026 Monthly Reports: PD, Finance (<https://cleargov.com/florida/orange/city/belle-isle>), and OC Fire

Comm Shuck moved to approve consent items as presented.

Vice Mayor Lowell seconded the motion.

Comm Partin discussed whether to remove the Personnel Policy item from the consent agenda after a question was raised regarding provisions related to compensation and Police Department pay. Because a motion and second to approve the consent agenda were already on the floor, Attorney Langley clarified that it would first need to address the pending motion unless it was withdrawn or otherwise modified.

Comm Shuck withdrew his motion.

Comm Partin moved to pull item b. Resolution 26-16.

Vice Mayor Lowell seconded the motion to pull item b to Unfinished Business, which passed unanimously.

Comm Bobrowski moved to approve items a and c as written.

Comm Partin seconded the motion, which passed unanimously.

8. Unfinished Business

Comm Partin stated that the Personnel Policy item was raised in response to a resident's concerns about supervisors' and the City Manager's discretion to provide bonuses or other compensation. He requested clarification regarding those provisions. Finance Director Richardson explained that Council approved the bonus provision in 2021 through a resolution directing that the policy be incorporated into the Personnel Manual.

CM Rudometkin said the concerns raised about compensation and other expenditures were part of the broader budget discussion. He explained that, following the November vote regarding property taxes, the City would review expenditures that could be affected by any reduction in ad valorem revenue. CM Rudometkin noted that City expenses continue to increase and that, without corresponding revenue increases, Council may eventually need to consider reducing expenditures or services. He stated that these issues would require further discussion with Council once the outcome of the November vote is known. CM Rudometkin noted that, beginning January 1, 2027, the City would be required under new state law to prepare an example budget showing a 10% reduction for the next budget cycle. He noted that such a reduction could significantly impact the City and would be part of the upcoming budget discussions.

Comm Partin requested clarification regarding the language in Resolution 26-16 stating that the resolution would amend the City's Personnel Policies and Procedures and supersede the remaining provisions of the Belle Isle Police Department Salary Adjustment and Agreement. Finance Director Richardson explained that the language referred to provisions in a previously adopted resolution. She said that the Police Department Salary Adjustment and Agreement originally established the Police pay plan. When the City subsequently adopted its compensation plan, the salary portions of the Police pay plan were superseded, but certain remaining provisions continued in effect, including provisions related to court scheduling and bilingual pay. She stated that those remaining provisions were scheduled to expire on September 30. Resolution 26-16 would formally supersede those remaining provisions so that the updated Personnel Policies and Procedures would govern moving forward.

There being no further discussion, Comm Partin moved to adopt Resolution 26-16, amending the City of Belle Isle Personnel Policies and Procedures and superseding the remaining provisions of the Belle Isle Police Department Salary Adjustment and Agreement. Vice Mayor Lowell seconded the motion, which passed unanimously upon roll call.

9. New Business

a. Pine Castle ES Site - Purchase Consideration

CM Rudometkin provided an update regarding the former Pine Castle Elementary School property, stating that the City had been communicating with Orange County Public Schools (OCPS) regarding its plans for the site. He explained that OCPS had previously considered constructing a STEAM school at an estimated cost of approximately \$50 million, but those plans did not move forward and the site was subsequently cleared. He reported that he recently learned that an offer had been submitted for the property. Following a public records request, he identified the offer as being from the ERA Foundation in the amount of \$1,210,000. OCPS advised the City that, if Belle Isle is interested in purchasing the property, the City may also submit a written offer for consideration. The City Manager stated that the property consists of approximately 6.06 acres and that he had begun discussing potential financing options with the City's bank.

CM Rudometkin also discussed Wallace Field, noting that if the organization associated with the charter school acquires the former elementary school property, Council may wish to explore whether Wallace Field could be returned to the City. He noted that other purchasers may be interested and that the property could become competitive. He presented the matter to Council for discussion and direction as to whether the City wished to submit an offer for the former Pine Castle Elementary School property.

Comm Partin provided background on the City's previous efforts to identify land acquisition opportunities, including properties near Daetwyler and McCoy, Judge and Conway, and the former Pine Castle Elementary School site. He said Pine Castle Elementary had been considered several years earlier, but potential plans by Orange County and later OCPS did not move forward. Comm Partin noted that the property had since been demolished and cleared and stated that an appraisal valued the approximately six-acre property at \$1.21 million, which was also the amount of the offer currently submitted. He also referenced previous public comments and communications from residents supporting consideration of the property. Comm Partin expressed support for the City finding a way to submit an offer, noting that the property's size provides opportunities for future City use or development. Although the Council had not yet determined a specific use, Comm Partin suggested the City could acquire the property, engage residents in potential uses, and develop a plan for the site. After some discussion, the Council spoke about potential financing, including the possibility of a bond, which was also raised for further discussion.

Comm Lowell noted that the organization associated with the school had already demonstrated an interest in the property by submitting an offer. She suggested that, if the City purchased the property, the City could potentially retain ownership of the land while working with the school for its future use, including the possibility of the school becoming a tenant. She stated that this could provide a "win-win" opportunity, allowing the City to acquire the property while continuing to work with the school.

CM Rudometkin stated that, if the City acquired the property, several options could be considered for its future use. These included entering into an agreement with the school, constructing a future City facility, or considering some form of shared use or development to help offset the cost of the property. He noted that discussions regarding ultimate use could occur after acquisition. He discussed potential financing options. He noted that one of the City's existing bond payments is ending, while the City continues to make an annual payment of approximately \$158,000 on the Bank of America building through 2040. Preliminary financing information from the City's bank included possible 10- and 15-year loan options, with interest rates ranging from approximately 4.73% to 4.86%. He stated that the City could also explore financing through the Florida League of Cities to determine whether more favorable rates are available. CM Rudometkin advised against purchasing the property entirely from the City's reserves. He stated that using approximately \$1.21 million from the current \$2.5 million reserve balance would reduce the reserve percentage from approximately 23% to 9.6%, significantly reducing the City's available financial cushion for hurricanes or other emergencies. He suggested that financing the purchase, potentially with a down payment and a smaller loan, may be a more appropriate option. He cautioned that Council should also consider the potential impact of Amendment Three, which could reduce City revenue by approximately \$1 million, along with annual debt service ranging from approximately \$150,000 to \$300,000, depending on the financing terms.

CM Rudometkin requested direction from Council regarding whether it wished to pursue the property and, if so, asked Council to establish negotiating parameters, including an amount the City could initially offer, and a maximum amount that could be negotiated before the matter would need to return to Council.

Attorney Langley clarified that the previously discussed offer was a nonbinding Letter of Intent (LOI), not a binding purchase offer. He explained that Council could authorize submission of an LOI to the School Board identifying a proposed purchase price and commercially reasonable terms, which would serve as a roadmap for a future purchase and sale agreement. He noted that a future agreement could include an

inspection period of approximately 90 days and a contingency allowing the City to withdraw if acceptable financing could not be obtained. He stated that the timing would likely extend beyond the November vote, allowing Council to consider the outcome before committing funds to the purchase. If the School Board accepted the City's proposed terms, a formal purchase and sale agreement would return to Council for approval. Attorney Langley recommended that Council focus at this stage on determining an acceptable purchase price and authorizing submission of the Letter of Intent, while allowing additional time to evaluate financing and whether to ultimately proceed with the purchase.

Comm Bobrowski expressed support for moving forward with a Letter of Intent as soon as possible. She suggested beginning with an offer approximately 5% above the \$1.21 million appraised value, noting the importance of demonstrating the City's interest in acquiring the property. She said that the City could continue evaluating how to finance the acquisition as the process moves forward and expressed concern that, if the City did not pursue the property, it could potentially be acquired for development that might increase traffic and other impacts in the surrounding area.

Comm Gold spoke briefly of the former Winn-Dixie property, now occupied by Wawa, as an example of why the City should consider acquiring property when it wants greater control over future development. He said City ownership of the former school property would allow the City to determine or influence its future use and could also provide the option to sell the property later.

The Council discussed the proposed purchase price. It was suggested that the City consider an amount between 5% and 10% above the \$1.21 million offer. Attorney Langley advised that the Letter of Intent should contain a specific purchase price rather than a range, noting that the Letter of Intent would become a public record once submitted. Council discussed that there was no need to significantly increase the initial offer because OCPS could seek additional offers and the matter could return to Council if the City needed to increase its proposed purchase price. CM Rudometkin reiterated that the Letter of Intent required a specific amount.

CM Rudometkin explained that, after the Letter of Intent is submitted, staff would remain in communication with OCPS regarding the process. If additional Council direction was needed, the matter could be brought back at a regular meeting or, if necessary, the Mayor could call a special meeting for Council to consider any revised offer or next steps.

There being no further discussion, Comm Partin motioned that the City move forward with the offer letter of intent for \$1,220,000. The motion was seconded by Comm Oller, which passed unanimously 6:0.

10. Attorney's Report – na

11. City Manager's Report

a. City Manager's Report and Work Plan

CM Rudometkin provided an update on the canals, stating that the City received a letter from Orange County that was provided to Council. Staff is coordinating a meeting with County representatives to discuss the matter. Following that meeting, staff will bring the information back to Council for further discussion. He also discussed a request from Pioneer Days regarding fencing at the Lancaster House. He explained that Pioneer Days had submitted a request for approximately \$7,000 through the BING Grant program toward the required fencing but was advised that the organization did not qualify for that program. Pioneer Days subsequently requested an opportunity to appear before Council to seek financial assistance. He explained that the lease agreement requires replacement of the existing fencing with a six-foot steel fence matching the fencing being installed by the neighboring school. The required fencing is sole-source and must be completed as part of the agreement. Council discussed the history of the Lancaster House project, previous funding discussions, the fencing requirements, and the effect of the fencing expense on funds intended for

renovations. CM Rudometkin clarified that the immediate question was only whether Council wished to place the funding request on a future agenda for consideration. Council reached consensus to allow Pioneer Days to present its request, and staff stated that the item would be placed on the October 6 agenda.

b. Chief's Report

Deputy Chief Millis reported that activity on the lakes has begun to decrease with the start of fall. He also reported a recent increase in vehicle burglaries, particularly around commercial properties and gyms, with some incidents also occurring in residential areas. He noted similar activities throughout Orange County. The Agency is increasing patrols in the affected commercial areas and neighborhoods. DC Millis thanked residents for providing video footage, noting that community assistance has helped the Department's investigations.

c. Public Works Report

Public Works Director Price reported that staff has been coordinating with Middlesex regarding upcoming roadway paving. Following the paving of Fairlane Avenue between Randolph and Hansel, the City is also scheduled to pave Waltham Avenue between Randolph and Hansel. The contractor accelerated the schedule and plans to complete the work Sunday evening, with work expected to be completed before school traffic begins Monday morning. He said a notice would be distributed to residents about the paving schedule. Mr. Price noted that Middlesex previously completed the McCoy Road paving project and performed well.

d. Code Compliance Report

CCO McKuhen reported that 82 cases were handled during August, with 42 cases closed during the month. Tall grass was the most common violation, with 11 cases, of which 10 were closed. In response to a Council question regarding accessory structures listed in the monthly report, she clarified that those cases currently relate to canopy structures. She reported that five canopy cases were opened and six were closed during August, including a case carried over from July.

12. Mayor's Report

Mayor Carson reported that discussions are continuing with the mayors of the other municipalities regarding issues involving Orange County. He stated that meetings have been occurring regularly and that efforts are underway to meet with individuals expected to take office following the November election. He stated that he would continue to keep Council informed as those discussions progress. Mayor Carson encouraged Council members to develop relationships with Orange County Commissioners, particularly given the anticipated transition in representation for the City's district. He emphasized the importance of ensuring that County officials are familiar with Belle Isle and maintaining relationships that allow the City to advocate for its interests and concerns. He concluded by thanking Public Works, the Police Department, and City staff for their continued work and specifically recognized staff efforts during the budget process.

13. Commissioners' Report

- Comm Partin commented on the Lancaster House, stating that additional information provided during the meeting may affect her consideration of the matter. He noted that he has supported preserving the property because of its historical significance but has also heard from residents who do not support continued investment in the structure. He said his goal has been to find a way to maintain the property while recognizing the differing views within the community. Comm Partin expressed concern regarding inaccurate information being shared on social media, particularly regarding the Bank of America property. He clarified that the property is expected to generate approximately \$492,000 in revenue during the next budget year and encouraged residents with questions to contact the City or Council for accurate information. Comm Partin thanked Public Works Director Price for working with the City of Orlando regarding traffic conditions near 5502 South Conway Road. He explained that the closure of Cove Road has led motorists to make unsafe movements through the turn lanes on Conway Road. He reported that traffic delineators, similar to those

used on Hoffner Avenue, are expected to be installed to help address the issue.

- Comm Bobrowski reported attending an Orange County community meeting and thanked Sergeant Wasman and Officer Kimberlin for attending on behalf of the City. She described the meeting as small but productive and noted that it provided an opportunity for residents and officials to discuss lake-related concerns and possible solutions in a civil setting, and the importance of continued dialogue regarding the lakes because Belle Isle is a lake community. Comm Bobrowski thanked the City's Police officers and Code Compliance Officer Maureen for her work. Comm Bobrowski acknowledged the challenges of Code enforcement and said that, while Council can consider changes to existing regulations, the City has an obligation to enforce the Code as currently adopted unless it is changed.

Comm Bobrowski announced the upcoming Boogie on the Bridge event and stated that, as in the previous year, she planned to set up a tent and distribute candy. She suggested rebranding the tent as a Commissioners' Tent and invited other Council members to contribute toward the cost. She said she would handle purchasing, packaging, setup, and distribution, but noted that supplying enough candy for the number of children attending could cost about \$500.

14. Adjournment

There being no further business, Mayor Carson called for a motion to adjourn, unanimously approved at 8:30 pm.



CITY OF BELLE ISLE, FL
SECOND PUBLIC BUDGET HEARING AND CITY COUNCIL MEETING

b.

Tuesday, October 6, 2026 * 6:30 PM
MINUTES

Present was:

Mayor – Jason Carson
District 1 Commissioner – Ed Gold
District 2 Commissioner – Holly Bobrowski
District 3 Commissioner – Karl Shuck
District 4 Commissioner – Bobby Lance
District 6 Commissioner – Christopher Oller
District 7 Commissioner – Jim Partin

Absent was:

District 5 Commissioner – Beth Lowell

1. Call to Order and Confirmation of Quorum

Mayor Carson called the meeting to order at 6:30 pm, and the Clerk confirmed quorum.

City Manager Rick Rudometkin, Attorney Langley, Chief Grimm, Public Works Director Phil Price, and City Clerk Yolanda Quiceno were also present.

2. Invocation and Pledge to the Flag - Comm Gold led the invocation and Pledge to the Flag.

3. Public Comments & Announcements

Mayor Carson opened for public comments and announcements.

- Todd Zimmerman, residing at 6517 Cay Circle, spoke on the accessory structure code violation considered at the September 23rd City Council meeting. He referenced the resident's statement that their canopy had been in place since May 2024 and Council's 4-2 vote to allow the noncompliant accessory structure to remain for six months while suspending further fines during the City's review of the Code. Mr. Zimmerman stated that he agreed with the Council members who opposed the action because he believed additional information should have been available before Council made its decision. He questioned whether the accessory structure had been permitted when installed in 2024, whether a variance had previously been requested, whether other similar violations had been cited during the same period, and whether those property owners had complied with their violation notices. He stated that he searched the City's permit portal and did not find a permit for an accessory structure at the property, although he acknowledged that this did not necessarily establish that a permit had not been obtained. He suggested that additional research should have occurred before the matter was presented to Council. Mr. Zimmerman acknowledged that the City Code may have gray areas and supported reviewing and improving those provisions. However, he asked Council to consider whether the City's internal process could also be improved. He questioned whether certain matters should first be presented to the Planning and Zoning Board and encouraged the City to empower and support City staff, Code Enforcement, the Building Department, and the Planning and Zoning Board in carrying out their respective responsibilities. He referenced comments from the prior meeting about building permit requirements, including permits for ceiling fans. He stated that matters governed by the Florida Building Code should be left to the Building Department. As an example of the importance of permitting requirements, he described deficiencies he discovered after purchasing a Belle Isle home in early 2025 where prior improvements had reportedly been completed without permits, including structural, electrical, and other construction-related deficiencies. Mr. Zimmerman said that while he supports listening to residents who bring concerns before Council, he believes Council should have sufficient information available before taking action. He questioned whether staff reports and recommendations from Code Enforcement, Planning,

and the Building Department could be provided to Council in advance and encouraged the City to maintain processes that allow those departments and the Planning and Zoning Board to effectively perform their roles.

b.

There being no further comments, Mayor Carson closed the public comments section.

4. Presentations

- a. Orange County Public Schools (OCPS) Scott Howat, Chief Communications Officer - Penny Tax
Mr. Howat presented on the renewal of the one-mill operating millage appearing on the November 3 ballot. He reported that the District has maintained an “A” rating for three consecutive years and has a 97.2% graduation rate. He addressed declining enrollment, which has fallen by about 15,000 students over the past four years. Factors cited included declining birth rates, reduced housing turnover, changes affecting immigrant families, and increased use of Family Empowerment Scholarships. Mr. Howat stated that declining enrollment resulted in an approximately \$64 million financial impact last year. He explained that the one-mill funding primarily supports teachers, instructional positions, employee compensation, academic programs, arts, athletics, and student activities, with charter schools also receiving a proportional share. For a home with a median assessed value of approximately \$355,000, the millage costs approximately \$28 per month. The ballot measure continues the existing millage, which voters must renew every four years. During discussion, Council raised questions regarding accountability and ensuring the funds benefit teachers and schools. Mr. Howat stated that the District is required to account for the millage annually and publishes a report detailing how the funds are spent.
- b. Proclamation: Celebrating Week of the Family Nov 7-14, 2026
Mayor Carson presented a proclamation recognizing November 7–14, 2026, as Week of the Family in the City of Belle Isle, with the theme “Families Have Fun Together.” The proclamation recognized the Week of the Family’s mission to strengthen family relationships through education, wholesome activities, fitness, and community service and emphasized that strong families are the foundation of strong communities. Mayor Carson encouraged residents, organizations, and agencies throughout the community to participate in activities that honor, strengthen, and celebrate families.

5. Consent Items –

- a. Approval of the City Council Meeting Minutes - September 9, 2026
- b. RESOLUTION NO. 26-17 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AUTHORIZING THE FOURTH AMENDMENT TO THE CREDIT AGREEMENT WITH SOUTHSTATE BANK, N.A. TO EXTEND THE \$750,000 REVOLVING LINE OF CREDIT; AND PROVIDING FOR AN EFFECTIVE DATE.
- c. Resolution 26-18 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING, SUPERSEDING, AND REPLACING THE CITY’S CONSOLIDATED FEE SCHEDULE; ADOPTING THE FEE SCHEDULE FOR FISCAL YEAR 2026-2027; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.
- d. Request and Certification of Specific Law Enforcement Trust Fund Expenditures
- e. RESOLUTION NO. 26-19: A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027, PROVIDING AN EFFECTIVE DATE.

**Mayor Carson called for a motion to approve Consent items a-e.
Comm Gold moved to pull item c for consideration.**

**Comm Gold moved to approve Consent items a, b, d, and e as presented.
Comm Lance seconded the motion, which passed unanimously 6:0.**

Mayor Carson called for a motion to excuse Comm Lowell from tonight's meeting.

Comm Bobrowski moved to excuse Vice Mayor Lowell.

Comm Lance seconded the motion, which passed unanimously 6:0.

6. Unfinished Business - na

7. New Business

Resolution 26-18 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING, SUPERSEDING, AND REPLACING THE CITY'S CONSOLIDATED FEE SCHEDULE; ADOPTING THE FEE SCHEDULE FOR FISCAL YEAR 2026-2027; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

Comm Gold responded to earlier public comments about permitting requirements for work such as installing a ceiling fan. He explained that his comments were prompted by experiences with unsafe electrical work discovered in older homes, including improper wiring, and said qualified homeowners or licensed professionals may be able to correct certain issues without unnecessary City involvement. Comm Gold said he would like the City to further examine permit requirements, fees, and enforcement, with input from residents on what they believe is reasonable. He suggested tabling the fee schedule item to provide additional opportunity for public review and feedback before Council takes action. He emphasized that he was not proposing a specific change at that time but wanted Council to consider the appropriate balance between City regulation and allowing homeowners to make decisions regarding work within their own homes.

CM Rudometkin clarified that Council had already approved the fee schedule and that the resolution before Council was an administrative action to formally memorialize the previously approved fee schedule. He said the concerns raised about building permits and building code requirements were separate from the resolution and could be discussed at a future meeting. He also noted that the City must comply with applicable state building codes and laws. Comm Gold said he would like to hold a future workshop or advisory discussion with informed residents about building permit requirements and opportunities to improve the process for residents while remaining compliant with state requirements.

After discussion, Comm Gold moved to approve the resolution as presented.

Comm Lance seconded the motion, which passed unanimously 6:0.

a. Informational: E-bike Micromobility Community Input - Chief Grimm

Chief Grimm presented a draft ordinance addressing e-bikes, e-scooters, and other micromobility devices. He said staff worked with legal counsel and reviewed ordinances from Orange County, Winter Park, Winter Garden, Ocoee, and other municipalities to prepare the draft. Chief Grimm recommended that Council take approximately a month to review the ordinance before bringing it back for consideration, either at the end of October or the first meeting in November. He cautioned against rushing the ordinance, noting that some municipalities had adopted regulations in response to problems and later had to revise them. He emphasized that Belle Isle is primarily residential and that Council should consider how restrictions could affect children using e-scooters and similar devices in their neighborhoods. Chief Grimm stated that, in the meantime, we would focus primarily on education, particularly regarding careless operation, rather than enforcement while the City develops its ordinance. He offered to provide Council with additional talking points and answer questions before the ordinance returns for further discussion.

b. Reschedule/Cancel City Council Meeting Nov 3rd Due to City Hall General Election Polling Location

CM Rudometkin noted that the November 3, 2026, City Council meeting conflicts with Election Day and asked if the Council would like to cancel the meeting or move it to another date, and noted that the items anticipated for the meeting could be postponed if necessary. He noted that the November 17 meeting would include discussion regarding Amendment Three following the election. Council discussed several alternative dates and reached consensus on Thursday, November 5, 2026, as the rescheduled date.

Comm Bobrowski moved to reschedule the November 3, 2026 City Council meeting to Thursday, November 5, 2026, due to the election. The motion was seconded by Comm Lance and passed unanimously 6:0.

c. Charter/Code Review - Schedule Discussion

CM Rudometkin opened discussion regarding a Charter and Code review schedule, noting that the original intent was to begin reviewing the Charter during the new fiscal year. Based on recent Code issues brought before Council, he suggested expanding the review to include provisions addressing canopies, RVs, parking on grass, and potentially building-related requirements. He asked Council for direction regarding how it would like to conduct the review, including whether to hold separate daytime or evening workshops, incorporate workshop discussions into regular Council meetings, or schedule a longer half-day session. He noted that the review would be an involved process and would require multiple discussions. CM Rudometkin encouraged Council members to gather suggestions from their constituents and bring those ideas forward during the initial discussions. He suggested that Council first identify the areas and changes it wishes to consider and could subsequently hold a workshop inviting public participation and input. He noted that a Council retreat-style workshop has been effective for similar reviews in the past. He suggested setting aside about four hours or more, allowing Council to meet with all necessary materials and focus exclusively on the Charter and Code review. CM Rudometkin said that this format would allow Council to exchange ideas and work through potential changes in greater detail without being limited to a short discussion during a regular Council meeting.

Mayor Carson expressed support for the Charter and Code review, noting that some provisions may be outdated and that there are opportunities for change and improvement. He stated that the review should be a priority and could have a significant positive impact on the City. Mayor Carson recommended that, before the first workshop, each Council member review the Charter and Code, identify potential changes, and seek input from constituents within their districts. This would allow Council to begin the process with specific ideas and have a more productive initial discussion. He also supported public involvement and was open to scheduled daytime and weekend meetings with lunch provided for staff and Council.

Discussion ensued. Council discussed how to structure the Charter and Code review process and supported seeking resident input early in the process. Comm Gold suggested using the City's e-alert system to solicit ideas and concerns from residents. CM Rudometkin agreed that resident comments could be collected and provided to Council for consideration during the initial review, with the option of holding a broader public workshop later. Council discussed holding a retreat-style workshop on a Saturday, noting that this could provide sufficient time for focused discussion while avoiding conflicts with Sunday activities and weekday work schedules. It was clarified that the meeting would be properly advertised and conducted in compliance with Sunshine Law requirements. Council also discussed whether to review the Charter, Code Compliance provisions, and building-related matters together or separately. Council generally agreed to address one area at a time, beginning with Code Compliance, including the canopy regulations that had recently come before Council. CM Rudometkin said that staff would provide Council with the applicable Code provisions in advance so members could review them and make notes. Staff would also identify potential Saturday dates and work on an e-alert seeking resident input regarding the Code, and additional meetings could be scheduled as necessary to continue the review.

d. Pine Castle Pioneer Days, Request for Payment/Donation

CM Rudometkin introduced the Pine Castle Pioneer Days request for financial assistance related to fencing at the Lancaster House. Comm Lance advised that, because he serves on the Pioneer Days Board, he would abstain from voting and withdraw from the discussion to avoid the appearance of a conflict.

CM Rudometkin reviewed the Lancaster House lease requirements, including the requirement that restoration and rehabilitation improvements commence within six months of the commencement date. He stated that, based on his interpretation of the lease, no physical rehabilitation work had commenced within that period and Pioneer Days did not meet the lease requirements. He acknowledged that Pioneer Days had

undertaken administrative and planning activities but stated that Council would need to determine whether those activities constituted commencement of the required work. He clarified that Pioneer Days does not qualify for the BING Grant program under the existing eligibility criteria, although Council could consider providing assistance directly to the nonprofit organization.

Billy Morgan, representing Pioneer Days, provided an update on the Lancaster House project. He reported that the organization had established a utility address, obtained liability insurance naming the City as an additional insured, hired grounds maintenance, consulted contractors and historic preservation specialists, developed exterior and interior renovation plans, and was working toward an application for the National Register of Historic Places. Pioneer Days had also obtained pricing for exterior repairs, painting, windows, trim, porch work, and other improvements. He explained that the renovation schedule changed when Pioneer Days was advised that the fencing needed to be completed sooner because the Cornerstone Charter Academy gymnasium was being completed sooner. After obtaining multiple quotes, Pioneer Days determined that the required fencing was effectively sole-sourced through Abbott Fence to match the school's fencing and maintain the warranty. The initial fencing cost \$14,479.36, and Pioneer Days requested approximately 50% assistance from the City. He explained that some donations Pioneer Days already received were restricted to specific renovation work and could not be redirected to the fence.

Comm Partin questioned the lease status and the project deadlines. He noted that Pioneer Days had known about the fencing requirement when the lease was approved and asked why the matter reached October before the organization requested City assistance to pay for the fence, particularly when Pioneer Days had known by May that the fencing needed to be addressed. He referenced previous representations that funding had been raised or committed to the Lancaster House project. Comm Partin shared concern that the lease established requirements and deadlines for the rehabilitation project and stated that the City had not received the plans and permitting contemplated by the agreement within the six-month period. He noted that the City had not been advised that the project was behind schedule and said staff could have worked with Pioneer Days if those issues had been raised earlier.

Mr. Morgan disagreed with the characterization that Pioneer Days had failed to comply with the lease. He stated that the organization had remained in communication with the City and had completed several activities, including obtaining insurance, maintaining the property, developing renovation plans, consulting contractors, and preparing for exterior rehabilitation. He explained that Pioneer Days had been prepared to enter into a construction contract in May but redirected its efforts after being advised that the fencing needed to become the priority because of the accelerated completion of the Cornerstone gym. He also explained that some funds raised for the project were restricted by donors for specific improvements and could not simply be redirected to the fencing.

CM Rudometkin said that the more recent communications with Pioneer Days had primarily concerned the fencing, and that the City had not received the required rehabilitation plans or seen physical work commence on the exterior of the Lancaster House. He noted that there had been earlier meetings and communications regarding the project, but reiterated that his interpretation of the lease was that the required rehabilitation work had not commenced within the specified timeframe.

Council discussed whether the lease requirement that improvements "commence" within six months could include the planning and preparatory activities described by Pioneer Days. Comm Lance stated that he considered the language unclear and believed the activities described by Mr. Morgan could potentially constitute commencement. CM Rudometkin stated that his interpretation was based on the lease language, while acknowledging that Council could determine whether the work completed to date satisfied that requirement. Council discussed alternatives to a direct donation for the fencing, including a short-term loan to Pioneer Days. A Council member suggested that a loan would allow the project to move forward while ultimately returning the funds to the City. CM Rudometkin said staff would need to determine the appropriate accounting mechanism, and Attorney Schafer advised that a straightforward, interest-free repayment agreement would be simpler to

structure. Council discussed the appropriate repayment period. CM Rudometkin recommended a minimum of 120 days, while Council also discussed extending the period to 180 days. Mr. Morgan stated that Pioneer Days had not come prepared to discuss loan terms but was interested in moving forward quickly because the fencing required a 50% deposit and approximately six weeks for fabrication and delivery.

Attorney Shafer stated that if Council established the specific loan terms through its motion, he could prepare a simple agreement memorializing those terms, and Council could authorize the City Manager to execute the agreement without requiring the matter to return at a subsequent meeting. Council expressed interest in this approach to avoid additional delays in ordering the fence.

Comm Lance asked for clarification on the amount to be financed. Mr. Morgan indicated that the requested assistance would be approximately 50% of the initial fencing cost. Comm Lance also noted that Council may need to address the applicable lease deadlines or provide an extension because ordering and installing the fencing will take time. CM Rudometkin stated that the original lease included the fencing requirement and required Pioneer Days, at its expense, to install the specified fencing. He expressed particular concern regarding the deadline requiring the fencing to be completed by the opening of the new Cornerstone gym or completion of the Lancaster House exterior, but no later than December 2026. He noted that Council may ultimately need to consider extending the applicable lease deadline, depending on the timing of the fencing and rehabilitation work.

Comm Gold asked whether the assistance should instead be provided as a donation, with Comm Bobrowski also expressing a preference to provide the funds without requiring repayment. CM Rudometkin noted that previous financial support associated with Pioneer Days had generally been provided as event sponsorships rather than donations.

After further discussion, Comm Partin moved to provide a loan to Pine Castle Pioneer Days in the amount of \$7,241, to be repaid within 180 days of receipt, to pay for the steel fencing on the two sides of the Lancaster House property adjacent to Cornerstone Charter Academy. The motion also authorized the City Attorney to draft and the City Manager to execute an agreement memorializing the loan terms. Comm Bobrowski seconded the motion, and it passed 4:1, with Comm Oller nay and Comm Lance abstaining.

After the vote, Mr. Morgan said the agreement would still need to be presented to the Pioneer Days Board. CM Rudometkin clarified that the loan would be made directly to Pioneer Days rather than the fencing contractor. Mr. Morgan stated that Pioneer Days had sufficient funds for the required 50% deposit and would contact the contractor to begin the fencing process. CM Rudometkin also noted that any necessary extension or modification of the Lancaster House lease deadlines would be addressed separately.

8. Attorney's Report

Attorney Schafer discussed the draft micromobility ordinance, explaining that it was developed using provisions from ordinances prepared for Winter Park and Winter Garden. He said the draft was intended as a starting point and could be modified based on Council's direction and Belle Isle's specific needs. He said Orange County's micromobility regulations already apply within the City, and Council could choose not to adopt a separate City ordinance. He explained that adopting a City ordinance would allow the City to enforce it, rather than relying on County enforcement. He encouraged Council members to provide comments and questions regarding the draft so that it could be tailored to the community.

9. City Manager's Report

a. City Manager's Report and Work Plan

CM Rudometkin reported that the City recently received an additional \$100,000 in Hurricane Irma reimbursement funding and had also received full reimbursement of approximately \$80,000 expended for the City's Vulnerability Assessment Grant. He provided an update regarding the former elementary school property for which the City had submitted a Letter of Intent. He read correspondence from Orange County Public Schools advising that the District intends to present to the School Board a proposed sale of the property to Cornerstone

Charter Academy, citing Florida law that makes surplus or unused school district property available for charter school use. The City Manager stated that, based on this response, the City would no longer be pursuing the property. CM Rudometkin also reported that Orange County had scheduled a tentative Zoom meeting for October 23 regarding the canals, with City staff, including the City Manager, Public Works, and the City Attorney, participating, with the Mayor also invited to listen. The City Manager said he would report the meeting results back to Council.

b. Chief's Report

Chief Grimm reminded Council that October begins a busy period for City special events, including homecoming activities, the DEA Drug Take Back in conjunction with the recycling event, Oktoberfest, and Boogie on the Bridge, followed by Thanksgiving and December events. Specific dates would be provided separately.

Comm Partin reported receiving concerns regarding individuals sleeping or staying near Conway Road and entering the wooded area behind Windsor Place, as well as activity near Judge Road and Conway Road. Chief Grimm said that the City could address activity occurring within its jurisdiction and coordinate with Orange County or the City of Orlando for areas outside Belle Isle.

Comm Shuck also asked how the City's proposed micromobility ordinance would interact with Orange County regulations, particularly along portions of Matchett Road within County jurisdiction. Chief Grimm explained that the City's ordinance would apply within Belle Isle once adopted, while Orange County regulations and enforcement would continue to apply within the County's jurisdiction. He anticipated that the City's regulations would not vary significantly from the County's requirements.

c. Public Works Report

Public Works Director Phil Price reported that Orange County Utilities was scheduled to begin repair work at the intersection of Trentwood Boulevard and Flower Tree Road, with work beginning the following day and expected to continue through October 14. A road closure on Trentwood was anticipated, and the City Clerk had distributed an e-alert regarding the work. Comm Lance asked if the Clerk could provide the notice directly to the Daetwyler Shores Association. Mr. Price noted that the new budget year had begun and staff would begin moving forward with additional projects. He also reported meeting with the Special Events Committee to prepare for the upcoming Boogie on the Bridge event and stated that City staff would assist with preparations as needed.

10. Mayor's Report

Mayor Carson reflected on the Week of the Family proclamation, emphasizing the importance of residents taking time to spend with their families despite busy schedules. He noted that Belle Isle provides many opportunities for families to enjoy the community together and encouraged residents to make time for family, particularly with the upcoming holiday season. He expressed appreciation for the Special Events Committee and the upcoming community events, including Boogie on the Bridge, which he stated has become an enjoyable event for residents.

11. Commissioners' Report

The Mayor and Commissioner thanked the City Council, Police Department, and City staff for their continued commitment and contributions to the City.

- Comm Gold reported receiving a resident concern regarding dangerous and illegal passing on Hoffner Avenue. He shared concerns that slower-moving traffic may contribute to driver frustration and unsafe passing behavior. He suggested asking FDOT and/or Orange County, as appropriate, to consider whether the speed limit along the straight portions of Hoffner Avenue could be returned to 35 mph, while maintaining the lower speed limit in areas where it is warranted. Comm Gold stated that the straight section previously had a 35 mph speed limit and requested that staff consider pursuing the matter with the appropriate agency.

- Comm Bobrowski expressed concerns regarding the vision and future direction of the City and stated that the Sunshine Law limits the ability to discuss those concerns individually with other Council members. She requested that an executive session be scheduled as soon as possible to allow Council to openly discuss its concerns and how to move forward in a positive and proactive direction and proposed that the session include the Commissioners, City Attorney, and City Clerk for minutes, and asked the other Commissioners to support the request.
- Comm Lance reflected on Belle Isle's character as a residential and family-oriented community, noting that many families have multiple generations who continue to live in or return to the City. He shared his appreciation for the discussion and actions taken by Council during the meeting, including Commissioner Partin's suggestion of a loan as an alternative approach for the Pioneer Days request. He said he missed the previous meeting while traveling but was able to watch the entire meeting through Facebook Live from overseas. He thanked the City Clerk and staff involved with the broadcast and reported that the audio and video worked well and allowed him to follow the meeting clearly.
- Comm Oller thanked the public for their comments regarding Code Compliance and expressed support for maintaining strong Code enforcement throughout the City. He said the Code Compliance Officer is doing a good job, putting forth a strong effort, and should continue to receive Council's support. He thanked residents who regularly attend Council meetings and expressed appreciation to fellow Council members for the time and commitment they devote to City business.
- Comm Partin expressed appreciation that the Pioneer Days discussion resulted in an approach that could help move the Lancaster House project forward, stating a desire to preserve the City's history for those who value it. He thanked fellow Council members for the time spent researching and preparing for City matters, noting that residents may not always realize how much preparation is involved. Appreciation was also expressed to the Mayor for allowing Council members the opportunity to fully discuss and work through issues during meetings.

14. Adjournment

With no further business, Mayor Carson moved to adjourn, and the motion passed unanimously at 8:30 pm.

CITY OF BELLE ISLE

CHIEF’S MONTHLY REPORT

September 2026

Executive overview of public safety activity, enforcement, investigations, and traffic crash response.

EXECUTIVE PERSPECTIVE

September produced 435 calls for service, including 167 traffic stops. Officers issued 205 traffic citations, 83 traffic warnings, and 15 marine citations while responding to five reported crashes. The month also included 27 incident reports, eight supplemental reports, four involuntary examinations, two field information reports, 11 trespass reports, and one parking citation.

Public-safety activity was marked by several drug- and impaired-driving arrests, including fentanyl and methamphetamine cases, two impaired bicycle or electric-scooter cases, and a DUI arrest involving breath-alcohol results above 0.27. Officers also investigated vehicle burglaries, recovered a stolen motorcycle, addressed domestic-violence incidents, and documented online exploitation and cyberstalking complaints.

Traffic enforcement remained concentrated on the city's principal corridors, especially Hoffner Avenue and McCoy Road. Marine enforcement on Lake Conway emphasized boater education, personal-flotation-device compliance, and careless operation. A two-year-old child was also successfully revived following an accidental near-drowning, reflecting the value of immediate lifesaving action and coordinated emergency response.

435 CALLS FOR SERVICE	205 TRAFFIC CITATIONS	83 TRAFFIC WARNINGS
15 BOATING CITATIONS	5 CRASH REPORTS	4 INVOLUNTARY EXAMS

ACTIVITY SUMMARY

Key workload and enforcement measures recorded during September 2026.

ACTIVITY MEASURE	SEPTEMBER TOTAL	REPORTING FOCUS
Boating Citations	15	Marine safety
Involuntary Exams	4	Crisis response
Parking Citations	1	Parking enforcement
Traffic Warnings	83	Education
Traffic Citations	205	Traffic enforcement
Trespass Reports	11	Property safety
Supplemental Reports	8	Follow-up
Field Information Reports	2	Intelligence
Crash Reports	5	Crash response
Incident Reports	27	Incident documentation
Calls for Service	435	Total demand

ENFORCEMENT & WORKLOAD ANALYSIS

Executive context drawn from the attached calls-for-service, traffic-citation, traffic-warning, and marine-enforcement reports.

MEASURE	TOTAL	EXECUTIVE CONTEXT
Calls for Service	435	Included 167 traffic stops; traffic activity represented 38% of total demand.
Traffic Citations	205	Hoffner Avenue led citation activity with 98 citations; McCoy Road followed with 36.
Traffic Warnings	83	Hoffner Avenue led warning activity with 39 warnings; McCoy Road followed with 19.
Boating Citations	15	Five boater-education, four PWC life-jacket, and three careless-operation violations.
Traffic Crashes	5	Five crashes were documented, and no injuries were reported in those incidents.

WHAT THE NUMBERS SHOW

Traffic enforcement: Officers issued 288 combined traffic citations and warnings. Hoffner Avenue accounted for 98 citations and 39 warnings, making it the month's primary enforcement corridor; McCoy Road ranked second with 36 citations and 19 warnings.

Common violations: Failure to obey traffic-control devices was the leading citation category, followed by speeding and suspended-license violations. Warning activity most often addressed traffic-control devices, tag or display issues, speeding, registration, and lighting violations.

Marine safety: All 15 marine citations were issued on Lake Conway or at the Lake Conway sandbar. The most frequent violations involved boater-education requirements, personal-watercraft life jackets, and careless vessel operation.

ARRESTS & NOTABLE INCIDENTS

Selected cases are summarized for executive and public review. Personal names and residential addresses are intentionally omitted.

August 31 – Juvenile Dating-Violence Battery Arrest

Belle Isle officers responded to a condominium complex for a welfare check after a family member reported concerns that a juvenile female may have been physically assaulted by her dating partner. The victim reported that an argument over text messages escalated when her boyfriend struck her near the eyebrow and ribs with a closed fist. She declined medical attention and did not wish to prosecute but provided a sworn written statement and identified the areas where she had been struck.

Officers later contacted the juvenile suspect, who admitted that the couple had argued and then “boxed” while he was wearing boxing gloves. He acknowledged striking the victim near the eyebrow and forcefully in the ribs. Based on the victim’s statement, the suspect’s admissions, and the totality of the investigation, officers established probable cause for dating-violence battery.

The juvenile was arrested and transported to the Juvenile Assessment Center without incident. The victim left the residence with a family member and was provided domestic-violence information and resources. The Department of Children and Families was notified and declined further follow-up.

August 31 – Domestic Battery on an Elderly Person Arrest

Belle Isle officers responded to a residence following a domestic disturbance reportedly involving a knife. Officers contacted an elderly male victim who appeared nervous and exhausted and had several small blood spots and markings on his arms and hand. He reported that his intoxicated wife became angry after he refused to return a bottle of wine and began striking him in the upper body and head.

During the altercation, the wife reportedly reached for a steak knife near the stovetop. The victim grabbed her forearm to prevent her from taking the knife, and both individuals fell during the struggle. The wife struck her head and temporarily lost consciousness before regaining consciousness and continuing the confrontation. Orange County Fire Rescue transported her to a hospital, where medical personnel evaluated her and cleared her.

The wife admitted confronting her husband over the wine but stated that she could not remember whether the encounter became physical. Based on the victim’s account, his observed injuries, the physical evidence, and the totality of the circumstances, officers established probable cause for domestic battery on an older adult. Officers arrested her and transported her to the Orange County Jail without incident. The victim was provided domestic-violence information and resources.

September 2 – Retail Theft at CVS Pharmacy – Investigation Active

Belle Isle officers responded to CVS Pharmacy, 5190 Conway Road, after two unidentified females reportedly selected approximately \$100 in merchandise and left the store without paying. A manager attempted to deter the theft by asking whether they intended to pay, but the suspects continued past all points of sale and exited the business.

Surveillance footage documented both suspects entering and leaving the store with the merchandise. An employee also photographed the suspects’ vehicle before it left the property. Both witnesses advised they could identify the suspects if they saw them again, and CVS Pharmacy expressed a desire to prosecute.

The store was asked to provide officers with the surveillance footage and an itemized list of the stolen merchandise. The investigation remains active.

September 3 – Vehicle Burglary and Firearm Theft at Comfort Suites

Belle Isle officers responded to Comfort Suites at 1936 McCoy Road after a guest discovered his locked pickup truck had been burglarized overnight. The vehicle's interior had been rummaged through, and a 9mm handgun with a loaded magazine was stolen from the center console. The firearm and magazine were valued at approximately \$520.

Officers observed no visible signs of forced entry. The glove compartment, center console, vehicle door, and an item found beneath the truck were processed for latent fingerprints. Officers recovered one print from the driver's door and submitted it into evidence. Officers also checked the parking lot for additional burglarized vehicles but found none.

Hotel surveillance footage did not capture the burglary because the vehicle was parked in a dark area outside the cameras' effective view. The victim provided a sworn written statement and expressed a desire to prosecute. Once the firearm's serial number is obtained, it will be entered into state and national law-enforcement databases as stolen. The investigation remains active.

September 4 – DUI, Fentanyl, Methamphetamine, and Firearm Arrests at Wyndham Garden

While patrolling Wyndham Garden Orlando Airport at 2635 McCoy Road, Belle Isle officers investigated a suspicious occupied vehicle running in the parking lot after midnight. As officers approached, both occupants quickly exited the vehicle. The driver displayed several indicators of possible drug impairment, including slurred speech, poor coordination, red and unfocused eyes, and difficulty maintaining balance.

Officers observed an open alcoholic beverage and drug paraphernalia in plain view. A probable-cause search recovered suspected fentanyl from a bag belonging to the passenger, suspected methamphetamine and a handgun from a bag near the driver's seat, three THC vape pens, and multiple glass smoking devices.

The passenger was arrested for possession of fentanyl and drug paraphernalia and was cited for possessing an open container of alcohol. The driver was arrested for driving under the influence, possession of methamphetamine while armed, and possession of drug paraphernalia. He was also cited for the open container.

At the Orange County DUI Center, the driver provided two breath samples that registered 0.000 but refused a urine sample after being advised of the consequences. He was additionally charged with refusal to submit to a lawful urine test. Both individuals were transported to the Orange County Jail without incident, and the firearm, suspected narcotics, and drug paraphernalia were submitted into evidence.

September 5 – Suspended-License Arrest

Belle Isle officers conducted a traffic stop near Hoffner Avenue and Cullen Lake Shore Drive after a records check showed that the vehicle's registration had expired and the registered owner's driver's license was suspended for failure to pay a prior traffic citation.

The driver acknowledged knowing about the citation and that its payment deadline had passed. She was arrested for knowingly driving with a suspended license and transported to the Orange County Booking and Release Center without incident. The vehicle was released to a licensed driver designated by the arrestee.

September 8 – Impaired E-Scooter Operator Arrest

Belle Isle officers conducted a traffic stop on Wind Drift Road after observing an electric scooter being operated unsteadily at night without required lights. The operator displayed several indicators of possible drug impairment, including bloodshot and watery eyes, dilated pupils, poor coordination, body and eyelid tremors, and difficulty maintaining balance.

The operator denied consuming alcohol or using illegal drugs but displayed additional indicators of impairment during field sobriety exercises. A partial prescription pill recovered during a consensual search was verified as lawfully prescribed and was not seized as contraband.

Based on the totality of the investigation, the operator was arrested for operating the electric scooter while under the influence of drugs. At the Orange County DUI Center, two breath samples registered 0.000, and the operator provided a urine sample for further testing. He was transported to the Orange County Jail without incident, and the urine sample was submitted into evidence.

September 9 – Loitering and Drug-Paraphernalia Arrest at Wendy's

While patrolling the commercial area near Hoffner Avenue and Conway Road, Belle Isle officers observed an individual pacing near the rear entrance of Wendy's, 4426 Hoffner Avenue, more than two hours after the business had closed. The building was dark, the parking lot was empty, and the surrounding area had recently experienced burglaries and thefts.

When an officer approached, the individual began walking away and initially failed to comply with directions to return. During the encounter, he appeared increasingly nervous and provided inconsistent explanations for being behind the closed business.

The individual consented to a search, during which the officer recovered a glass smoking pipe containing wire mesh and burnt residue consistent with drug use. He was arrested for loitering and prowling and possession of drug paraphernalia and transported to the Orange County Jail without incident. The smoking pipe was submitted into evidence.

September 11 – E-Scooter Operator Flees Traffic Stop and Resists Arrest

Belle Isle officers attempted to stop an electric scooter near McCoy Road and Lindos Drive after observing it traveling at high speed against the flow of traffic and failing to obey a marked crosswalk. The operator refused commands to stop and continued traveling toward oncoming traffic.

An officer later caught up with the operator east of Via Flora and again ordered him to stop. Although he eventually stopped the scooter, he refused commands to lie on the ground and actively resisted the officer's attempts to place him in handcuffs. The officer displayed a Taser while issuing commands and ultimately used a controlled takedown to secure the individual.

The operator was taken into custody without any contraband or weapons being found during the search incident to arrest.

September 12 – Oxycodone, Cannabis, and Drug-Paraphernalia Arrest at Wyndham Garden

While patrolling Wyndham Garden Orlando Airport, 2635 McCoy Road, Belle Isle officers observed an occupied vehicle running in the parking lot shortly before midnight. As an officer approached, a large amount of smoke escaped from the vehicle, accompanied by a strong odor of burnt cannabis. Cannabis packaging, a grinder, and a partially smoked cannabis joint were visible near the center console.

A probable-cause search recovered several oxycodone and acetaminophen tablets, a cannabis joint, and a grinder containing cannabis residue. The driver admitted that the pills belonged to him and that he did not have a prescription. A handgun located inside the passenger's purse was checked through law-enforcement databases, determined not to be stolen, and lawfully returned to her.

The driver was arrested for possession of a Schedule II controlled substance without a prescription, possession of cannabis under 20 grams, and possession of drug paraphernalia. He was transported to the Orange County Booking and Release Center without incident, and the controlled substances and paraphernalia were submitted into evidence.

September 12 – Felony Cannabis-Possession Arrest at Comfort Suites

While patrolling Comfort Suites, 1936 McCoy Road, Belle Isle officers detected a strong odor of fresh and burnt cannabis coming from a parked pickup truck with its driver's door partially open. The driver admitted that cannabis was inside the vehicle, stated that he did not have a medical marijuana card, and consented to a search.

Officers recovered a plastic bag containing approximately 24.5 grams of cannabis from the vehicle's center console. The substance weighed more than 20 grams and field-tested above the legal THC concentration threshold.

The driver was arrested for possession of more than 20 grams of cannabis and transported to the Orange County Jail without incident. The cannabis was submitted into evidence.

September 13 – Near-Drowning Incident – Child Revived

Belle Isle officers and Orange County Fire Rescue responded to a residence following the reported near-drowning of a two-year-old child. The child's mother discovered him unresponsive in a backyard Jacuzzi during a family gathering, immediately removed him from the water, and began CPR. Her actions successfully revived the child before emergency personnel arrived.

The child was awake, breathing, and crying when rescue personnel assumed medical care. He was transported to AdventHealth for Children for further evaluation and was reported to be alert and in good condition later that evening.

The Department of Children and Families conducted a follow-up investigation and determined that the incident was accidental. The case was documented for informational purposes.

September 14 – Stolen Motorcycle Recovered Near McCoy Federal

While patrolling the commercial area near McCoy Federal, 1900 McCoy Road, Belle Isle officers located an abandoned motorcycle in an alleyway on the west side of the building. The motorcycle's headlight was illuminated, its front fairing was damaged, and the exposed ignition wires appeared to have been manipulated.

A records check confirmed that the motorcycle had been reported stolen through the Orlando Police Department on September 11. Officers documented and photographed the motorcycle but could not recover usable physical evidence because dirt, debris, and the porous exterior surfaces prevented collection.

No individuals were observed near the motorcycle, and no suspect information was available. The motorcycle was entered as recovered and towed from the scene. The originating agency was notified.

September 16 – Vehicle Burglary and Tool Theft – Investigation Active

Belle Isle officers responded to a residence after a homeowner discovered that his pickup truck had been entered overnight. There were no signs of forced entry, and the owner was unsure whether the vehicle had been locked. The interior had been rummaged through, and several DeWalt power tools and approximately \$40 in cash were stolen. The total loss was estimated at approximately \$450.

Officers photographed and processed the vehicle for evidence and recovered a latent fingerprint from the center-console release latch. Other areas could not be successfully processed because of morning moisture and the surfaces involved.

Surveillance footage from nearby residences showed two unidentified individuals walking through the neighborhood, entering unlocked vehicles, and checking vehicle doors in the early morning. The victim provided a sworn written statement and expressed a desire to prosecute. The fingerprint and surveillance footage were submitted into evidence, and the investigation remains active.

September 17 – Unlicensed Driver and Warrant Arrest

Belle Isle officers conducted a traffic stop on Hoffner Avenue near Oak Island Road after a records check showed the vehicle's registered owner lacked a valid driver's license.

The driver acknowledged he had never been issued a license and had previously been cited for operating a motor vehicle without one. A records check also revealed two active Orange County warrants.

After the warrants were confirmed, the driver was arrested on the outstanding warrants and charged with operating a motor vehicle without a valid license. The vehicle was towed, and the driver was transported to the Orange County Booking and Release Center without incident.

September 18 – Online Sextortion and Fraud Investigation

Belle Isle officers responded to a resident who reported that an unknown individual he met through Snapchat extorted him. After the victim transmitted an intimate photograph, the suspect threatened to distribute the image to the victim's contacts unless money was sent through Cash App.

The victim transferred approximately \$335 before the suspect demanded an additional \$250. During the investigation, the suspect called the victim but ended the call when an officer attempted to speak with the individual. Officers documented the communications and collected the suspect's telephone number and payment information as evidence.

The victim provided a sworn written statement and expressed a desire to prosecute. He was advised to end all communication with the suspect and contact Cash App regarding the fraudulent transfer. The investigation remains active.

September 18 – Cyberstalking Investigation – Prosecution Requested

Belle Isle officers met with a resident who reported continued unwanted contact from a former romantic partner. The victim stated that she ended the relationship, clearly instructed the former partner to stop contacting her, and blocked his known accounts and telephone number.

Despite those instructions, the former partner allegedly created alternate social-media accounts and used different telephone numbers to continue contacting the victim throughout the year. The frequency of the communications had recently increased and included attempts to reach the victim through her friends. The

victim expressed concern that the conduct could escalate and that the former partner might appear at her residence.

The victim provided a sworn written statement and screenshots documenting the repeated contact. The digital evidence was submitted into evidence, and the victim expressed a desire to prosecute. The investigation remains active.

September 19 – Felony Suspended-License Arrest

Belle Isle officers conducted a traffic stop on McCoy Road after a records check showed that the registered owner's driver's license was suspended. The driver acknowledged knowing that a suspension was pending following a prior impaired-driving case.

Further investigation confirmed that the license had been suspended for failure to complete a required substance-abuse course. Records also showed that the driver had two prior convictions for driving with a suspended license.

The driver was arrested and charged with a third offense of knowingly driving with a suspended license, a felony. The vehicle was released to a licensed family member.

September 20 – Domestic-Violence Battery and False-Name Arrest

Belle Isle officers responded to a residence following a reported battery between two individuals in a dating relationship who lived together. The victim reported that an argument escalated when his partner pushed him into a bedroom window, causing him to fall backward into a chair. An independent witness intervened and provided an account corroborating that the suspect had pushed the victim.

The suspect left before officers arrived but was located at Wawa, 4416 Hoffner Avenue. During initial contact, he gave an officer a fictitious name. The suspect later claimed that he pushed the victim in self-defense after being approached with a syringe; however, no physical evidence or independent testimony supported that account. Neither party displayed visible injuries.

The suspect was transported to a hospital after reporting head pain and was medically cleared. Based on the victim's sworn statement, the witness's account, and the totality of the investigation, officers arrested the suspect for domestic-violence battery and providing a false name to law enforcement. He was transported to the Orange County Jail without incident. The victim was provided domestic-violence information and resources.

September 21 – Identity Theft and Missing Credit Card Report

Belle Isle officers met with a resident who reported that a credit card went missing from his workplace after it had been temporarily provided to a co-worker for an authorized business expense. The card was reportedly returned to an office table but could not be located the following day. The resident canceled the card after discovering it was missing.

The resident subsequently received notification from Duke Energy that an account had been opened online using his identity. Duke Energy advised that a police report would be required before additional account information could be released.

Because the credit card disappeared from a workplace in Orlando, the resident also reported it to the Orlando Police Department. Belle Isle officers obtained a sworn written statement and completed a report to document the suspected identity theft and assist with the continuing investigation.

September 22 – Fentanyl, Drug Paraphernalia, and Impaired Bicycling Arrest

While patrolling CVS Pharmacy, 5190 Conway Road, Belle Isle officers observed an individual displaying uncoordinated movements before riding a bicycle at night without required lights. During the traffic stop, the bicyclist displayed several indicators of possible drug impairment, including bloodshot eyes, pinpoint pupils, slurred or incoherent speech, poor coordination, body tremors, and repeatedly appearing to nod off.

The bicyclist displayed additional indicators of impairment during field sobriety exercises and was arrested for operating a bicycle while under the influence. A search incident to arrest recovered a short straw containing white residue and two small bags of white powder that field-tested positive for fentanyl.

At the Orange County DUI Center, the bicyclist provided two breath samples registering 0.000 and submitted a urine sample for further testing. A Drug Recognition Expert from the Apopka Police Department also conducted an independent evaluation.

The bicyclist was charged with possession of fentanyl, possession of drug paraphernalia, and operating a bicycle while under the influence. He was transported to the Orange County Jail without incident. The suspected fentanyl, paraphernalia, and urine sample were submitted into evidence, while the bicycle and personal property were secured for safekeeping.

September 23 – Lost Wallet and Military Identification Report

Belle Isle officers met with a resident who reported losing a wallet containing several personal cards, including a military identification card. The resident had already replaced her driver's license and financial cards but was required to provide a police report before obtaining a replacement military identification.

The resident provided a written statement and did not report any unauthorized financial activity or suspected criminal conduct. The incident was documented for informational purposes.

September 23 – DUI Arrest with Breath Alcohol Above 0.27

Belle Isle officers conducted a traffic stop after observing a vehicle leave Bar One, 1516 McCoy Road, without its lights activated and repeatedly drift between lane markings while traveling on McCoy Road, Orange Avenue, Hansel Avenue, and Wallace Street.

The driver displayed several indicators of alcohol impairment, including bloodshot and watery eyes, slurred speech, poor balance, and a strong odor of alcohol. He admitted consuming five or six beers and displayed numerous indicators of impairment during field sobriety exercises. During the investigation, the driver stated that he regretted drinking and driving.

The driver was arrested for driving under the influence. At the Orange County DUI Center, breath samples registered 0.270 and 0.272—more than three times Florida's legal limit of 0.08. He was transported to the Orange County Booking and Release Center without incident. The vehicle was legally parked and secured.

September 24 – Unassigned License Plate Citation

Belle Isle officers conducted a traffic stop on McCoy Road near Lindos Drive after a records check revealed that the displayed license plate was assigned to a different vehicle.

The driver admitted transferring the plate from a previously owned vehicle and stated the current vehicle was unregistered because it was uninsured. The driver was issued a criminal citation for attaching an unassigned license plate and was notified of the mandatory court appearance.

September 27 – Residential Wall Damage – Cause Unknown

Belle Isle officers investigated damage to a residence's exterior concrete perimeter wall. The homeowner, who was out of town, reported discovering the damage the previous morning but did not know when or how it occurred.

Officers found no tire marks, vehicle debris, or other evidence indicating that a vehicle had struck the wall. A neighborhood canvass found no surveillance footage or witnesses.

The homeowner estimated the damage at approximately \$6,000. Without a suspect, vehicle information, or a confirmed time of occurrence, the incident was documented for informational purposes.

TRAFFIC CRASH REPORTS

September 4 – Commercial Truck Damages Parking Lot Wall and Leaves Scene

Belle Isle officers investigated property damage in the rear parking lot of a commercial plaza on Conway Road. Surveillance footage showed a red Churchill semi-truck and trailer attempting to make a U-turn behind the businesses. During the maneuver, the trailer struck a concrete barrier wall and knocked down a portion of it.

The truck left the property without stopping or reporting the crash. Investigators identified the truck and trailer through the company logo and unit number captured on surveillance footage. Because of the vehicle's size, officers noted that the driver may not have realized that the trailer contacted the wall.

Property damage was estimated at approximately \$10,000. It is unknown whether the trailer sustained any damage.

September 10 – Rear-End Crash on Judge Road – No Injuries

Belle Isle officers responded to a two-vehicle crash on Judge Road near Conway Road. Both vehicles were turning westbound onto Judge Road when the following driver accidentally pressed the accelerator and struck the rear of the vehicle ahead.

Damage was estimated at approximately \$1,500 to the following vehicle and \$1,000 to the leading vehicle. Both drivers declined medical attention, and both vehicles were driven from the scene.

The following driver was cited for following too closely.

September 14 – Turning Vehicles Collide at Daetwyler Drive and Seminole Drive – No Injuries

Belle Isle officers responded to a two-vehicle crash at Daetwyler Drive and Seminole Drive. One vehicle entered the intersection to turn southbound onto Daetwyler Drive as a northbound vehicle began turning left onto Seminole Drive. The vehicles collided within the intersection.

Each vehicle sustained approximately \$3,000 in damage. No injuries were reported, and rescue personnel were not requested.

The owners drove both vehicles from the scene.

September 21 – Intersection Crash at Wallace Street and Hansel Avenue – No Injuries

Belle Isle officers responded to a two-vehicle crash at Wallace Street and Hansel Avenue. An eastbound vehicle stopped at the stop sign on Wallace Street and then attempted to cross Hansel Avenue without yielding to an approaching northbound vehicle. The vehicles collided within the intersection.

Both vehicles sustained damage, and their owners removed them from the scene. No injuries were reported.

The driver who entered the intersection was cited for careless driving.

September 22 – Rear-End Crash on Daetwyler Drive – No Injuries

Belle Isle officers responded to a two-vehicle crash on Daetwyler Drive near McCoy Road. The leading vehicle stopped while preparing to turn right onto McCoy Road and was struck from behind by the following vehicle.

Both vehicles sustained minor damage. No injuries were reported.

The following driver was cited for following too closely.

Prepared and respectfully submitted,

Chief Travis Grimm

Belle Isle Police Department

For questions or additional information, contact the Belle Isle Police Department at (407) 240-2473 or visit www.cityofbelleislefl.gov.

Stay safe. Stay prepared.



Contact Date	ViolationCharge	DOTIntersectingStreetName	DOTStreetName
9/1/2026	TRAFFIC CONTROL DEVICE FAIL TO OBEY TRAFFIC CONTROL DEVICE (SIGN)	DUBAN AVE	HOFFNER AVE
9/1/2026	NO TAG LIGHT (DUMP TRUCKS AND DUMP BODIES ARE EXEMPT	HOFFNER AVE	DORIAN AVE
9/1/2026	REGISTRATION - OPERATING A MOTOR VEHICLE/USING A MOBILE HOME WITH AN EXPIRED REGISTRATION: EXPIRED 6 MONTHS OR LESS - (IF VALID AT TIME CITATION WAS ISSUED, A DISMISSAL FEE UP TO \$10 CAN BE PAID, WHEN	AVOCADO LN	HOFFNER AVE
9/1/2026	FAILED TO USE DESIGNATED LANE/ FAILED TO DRIVE WITHIN SINGLE LANE	E OAK RIDGE RD	HANSEL AVE
9/1/2026	TRAFFIC CONTROL DEVICE FAIL TO OBEY TRAFFIC CONTROL DEVICE (SIGN)	BOGGY CREEK RD	MCCOY RD
9/2/2026	RAN STOP SIGN/VIOLATION OF RIGHT OF WAY FROM STOP SIGN	ISLAND ST	NELA AVE
9/2/2026	VIOLATION MUNICIPAL SPEED/POSTED (REQUIRES SPEEDS)	DORIAN AVE	HOFFNER AVE
9/2/2026	INSURANCE - DRIVER IS NOT OWNER - OPERATING A NON-CMV NOT PROPERLY INSURED - PROOF OF INSURANCE REQUIRED	DORIAN AVE	HOFFNER AVE
9/2/2026	VIOLATION MUNICIPAL SPEED/POSTED (REQUIRES SPEEDS)	DAETWYLER DR	MCCOY RD
9/2/2026	TAG - NONE/OBSCURED/DEFACED/IMPROPER DISPLAY	CONWAY RD	HOFFNER AVE
9/3/2026	VIOLATION MUNICIPAL SPEED/POSTED (REQUIRES SPEEDS)	VIA FLORA	MCCOY RD
9/3/2026	VIOLATION BICYCLE REGULATIONS	LINDOS DR	MCCOY RD
9/3/2026	PEDESTRIAN CONTROL SIGNAL - PEDESTRIAN FAILED TO OBEY	LINDOS DR	MCCOY RD
9/4/2026	HEADLIGHTS - DRIVING WITHOUT (TWILIGHT TO SUNRISE, SMOKE/RAIN/FOG	DARDEN AVE	HOFFNER AVE
9/4/2026	TELEVISION IN VIEW OF DRIVER	CONWAY RD S	HOFFNER AVE

9/4/2026	NO TAG LIGHT (DUMP TRUCKS AND DUMP BODIES ARE EXEMPT	VENETIAN AVE	HOFFNER AVE
9/4/2026	NO TAG LIGHT (DUMP TRUCKS AND DUMP BODIES ARE EXEMPT	VENETIAN AVE	HOFFNER AVE
9/4/2026	WIRELESS COMM. DEVICE/HANDHELD WHILE DRIVING - FIRST OFFENSE	ST MICHAEL AVENUE	HOFFNER AVENUE
9/4/2026	WRONG SIDE OF ROADWAY - DRIVING ON	WARREN PARK ROAD	DAETWYLER DRIVE
9/4/2026	FAILED TO YIELD - TO ONCOMING TRAFFIC/VEHICLE PASSING ON LEFT WHEN MAKING LEFT TURN	MATCHETT RD	NELA AVE
9/4/2026	SPEED POSTED MUNICIPALITY/COUNTY ROAD (REQUIRES SPEEDS)	SEMINOLE DRIVE	DAETWYLER DR
9/5/2026	NO TAG LIGHT (DUMP TRUCKS AND DUMP BODIES ARE EXEMPT	SAINT DENIS CT	HOFFNER AVE
9/5/2026	FOLLOWING TOO CLOSELY	SAINT DENIS CT	HOFFNER AVE
9/5/2026	REGISTRATION - OPERATING A MOTOR VEHICLE/USING A MOBILE HOME WITH AN EXPIRED REGISTRATION: EXPIRED 6 MONTHS OR LESS - (IF VALID AT TIME CITATION WAS ISSUED, A DISMISSAL FEE UP TO \$10 CAN BE PAID, WHEN	CULLEN LAKE SHORE DRIVE	HOFFNER AVENUE
9/6/2026	TAG - NONE/OBSCURED/DEFACED/IMPROPER DISPLAY	OAK ISLAND RD	HOFFNER AVE
9/6/2026	HEADLIGHTS - DRIVING WITHOUT (TWILIGHT TO SUNRISE, SMOKE/RAIN/FOG	VIA FLORA	MCCOY RD
9/7/2026	NO TAG LIGHT (DUMP TRUCKS AND DUMP BODIES ARE EXEMPT	MONTMART DR	HOFFNER AVE
9/7/2026	FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)	PRAIRIE FOX LN	DAETWYLER DR
9/7/2026	IMPROPER CENTER LANE USE	VIA FLORA	MCCOY RD
9/8/2026	VIOLATION MUNICIPAL SPEED/POSTED (REQUIRES SPEEDS)	SAINT MICHAEL AVE	HOFFNER AVE
9/8/2026	RAN STOP SIGN/VIOLATION OF RIGHT OF WAY FROM STOP SIGN	ISLAND ST	NELA AVE
9/8/2026	VIOLATION MUNICIPAL SPEED/POSTED (REQUIRES SPEEDS)	DUBAN AVE	HOFFNER AVE

9/8/2026	VIOLATION BICYCLE REGULATIONS	WARREN PARK RD	DAETWYLER DR
9/9/2026	REGISTRATION - OPERATING A MOTOR VEHICLE/USING A MOBILE HOME WITH AN EXPIRED REGISTRATION: EXPIRED 6 MONTHS OR LESS - (IF VALID AT TIME CITATION WAS ISSUED, A DISMISSAL FEE UP TO \$10 CAN BE PAID, WHEN	TRENTWOOD BLVD	DAETWYLER DR
9/9/2026	HEADLIGHTS - DRIVING WITHOUT (TWILIGHT TO SUNRISE, SMOKE/RAIN/FOG	SAINT GERMAIN AVE	HOFFNER AVE
9/9/2026	NO TAG LIGHT (DUMP TRUCKS AND DUMP BODIES ARE EXEMPT	VENETIAN AVENUE	HOFFNER AVE
9/9/2026	NO TAG LIGHT (DUMP TRUCKS AND DUMP BODIES ARE EXEMPT	VENETIAN AVE	HOFFNER AVE
9/9/2026	TAIL LIGHTS NONE/IMPROPER	CONWAY RD S	JUDGE RD
9/9/2026	DRIVER OPERATING VEHICLE WITH UNSAFE/DEFECTIVE EQUIPMENT	LOUVRE AVE	HOFFNER AVE
9/10/2026	TRAFFIC CONTROL DEVICE FAIL TO OBEY TRAFFIC CONTROL DEVICE (SIGN)	FRANCONIA DR	JUDGE RD
9/11/2026	TRAFFIC CONTROL DEVICE FAIL TO OBEY TRAFFIC CONTROL DEVICE (SIGN)	WARREN PARK RD	DAETWYLER DR
9/11/2026	VIOLATION MUNICIPAL SPEED/POSTED (REQUIRES SPEEDS)	VIA FLORA	MCCOY RD
9/11/2026	FAILED TO YIELD RIGHT-OF-WAY TO PEDESTRIAN AT INTERSECTION WITH TRAFFIC CONTROL DEVICE	MONET AVE	HOFFNER AVE
9/12/2026	SPEED POSTED MUNICIPALITY/COUNTY ROAD (REQUIRES SPEEDS)	E SR-528-TOLL	JETPORT DR
9/12/2026	REGISTRATION - OPERATING A MOTOR VEHICLE/USING A MOBILE HOME WITH AN EXPIRED REGISTRATION: EXPIRED 6 MONTHS OR LESS - (IF VALID AT TIME CITATION WAS ISSUED, A DISMISSAL FEE UP TO \$10 CAN BE PAID, WHEN	ISLAND ST	HOMEWOOD DR
9/12/2026	TRAFFIC CONTROL DEVICE FAIL TO OBEY TRAFFIC CONTROL DEVICE (SIGN)	LINDOS DR	MCCOY RD
9/13/2026	RAN STOP SIGN/VIOLATION OF RIGHT OF WAY FROM STOP SIGN	ISLAND ST	NELA AVE
9/14/2026	UPPER BEAM IMPROPER ADJUSTMENT/DISTRIBUTION	MONET AVE	HOFFNER AVE
9/14/2026	TRAFFIC CONTROL DEVICE FAIL TO OBEY TRAFFIC CONTROL DEVICE (SIGN)	VIA FLORA	MCCOY RD

9/15/2026	TRAFFIC CONTROL DEVICE FAIL TO OBEY TRAFFIC CONTROL DEVICE (SIGN)	AIRCENTER CT	MCCOY RD
9/15/2026	NO TAG LIGHT (DUMP TRUCKS AND DUMP BODIES ARE EXEMPT	PLEASURE ISLAND RD	HOFFNER AVE
9/15/2026	TRAFFIC CONTROL DEVICE FAIL TO OBEY TRAFFIC CONTROL DEVICE (SIGN)	NELA AVE	EASTER ST
9/15/2026	NO TAG LIGHT (DUMP TRUCKS AND DUMP BODIES ARE EXEMPT	CULLEN LAKE SHORE DR	HOFFNER AVE
9/18/2026	VIOLATION MUNICIPAL SPEED/POSTED (REQUIRES SPEEDS)	CONWAY	HOFFNER
9/18/2026	CARELESS DRIVING	WANDSWORTH AVENUE	HOFFNER AVENUE
9/18/2026	U-TURN - IMPROPER/UNSAFE/PROHIBITED	CONWAY RD S	HOFFNER AVE
9/19/2026	HEADLIGHTS - DRIVING WITHOUT (TWILIGHT TO SUNRISE, SMOKE/RAIN/FOG	MONET	HOFFNER
9/19/2026	TRAFFIC CONTROL DEVICE FAIL TO OBEY TRAFFIC CONTROL DEVICE (SIGN)	DUBAN AVE	
9/19/2026	NO TAG LIGHT (DUMP TRUCKS AND DUMP BODIES ARE EXEMPT	SAINT DENIS CT	HOFFNER AVE
9/20/2026	HEADLIGHTS - DRIVING WITHOUT (TWILIGHT TO SUNRISE, SMOKE/RAIN/FOG	BOGGY CREEK RD	MCCOY RD
9/20/2026	TRAFFIC CONTROL DEVICE FAIL TO OBEY TRAFFIC CONTROL DEVICE (SIGN)	SAINT MICHAEL AVE	HOFFNER AVE
9/21/2026	TRAFFIC CONTROL DEVICE FAIL TO OBEY TRAFFIC CONTROL DEVICE (SIGN)	WARREN PARK RD	DAETWYLER DR
9/21/2026	VIOLATION BICYCLE REGULATIONS	WINONA DR	DAETWYLER DR
9/23/2026	TRAFFIC CONTROL DEVICE FAIL TO OBEY TRAFFIC CONTROL DEVICE (SIGN)	DARDEN AVE	HOFFNER AVE
9/23/2026	TRAFFIC CONTROL DEVICE FAIL TO OBEY TRAFFIC CONTROL DEVICE (SIGN)		MCCOY ROAD
9/23/2026	TRAFFIC CONTROL DEVICE FAIL TO OBEY TRAFFIC CONTROL DEVICE (SIGN)	BOGGY CREEK RD	MCCOY RD
9/24/2026	REGISTRATION - OPERATING A MOTOR VEHICLE/USING A MOBILE HOME WITH AN EXPIRED REGISTRATION: EXPIRED 6 MONTHS OR LESS - (IF VALID AT TIME CITATION WAS ISSUED, A DISMISSAL FEE UP TO \$10 CAN BE PAID, WHEN	CONWAY ISLE CIR	HOFFNER AVE
9/24/2026	HEADLIGHTS - DRIVING WITHOUT (TWILIGHT TO SUNRISE, SMOKE/RAIN/FOG	GONDOLA DRIVE	MCCOY RD

9/26/2026	REGISTRATION - OPERATING A MOTOR VEHICLE/USING A MOBILE HOME WITH AN EXPIRED REGISTRATION: EXPIRED 6 MONTHS OR LESS - (IF VALID AT TIME CITATION WAS ISSUED, A DISMISSAL FEE UP TO \$10 CAN BE PAID, WHEN	WILLOUGHBY LN	DAETWYLER DR
9/26/2026	FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)	FAIRLANE AVE	HANSEL AVE
9/26/2026	FAIL TO OBEY TRAFFIC CONTROL SIGNAL (FAILED TO STOP AT TRAFFIC SIGNAL/RED LIGHT)		HOFFNER AVE
9/27/2026	MOTORCYCLE - NO APPROVED EYE PROTECTION DEVICE OVER OPERATOR'S EYES	DAETWYLER DR	MCCOY RD
9/27/2026	FAIL TO CHANGE ADDRESS ON DL	AIRCENTER CT	MCCOY RD
9/27/2026	DWLS - UNKNOWNLY OPERATING VEHICLE WHILE DL SUSPENDED/CANCELED/REVOKED [CAN ONLY BE USED FOR FAIL TO PAY OR FINANCIAL RESPONSIBILITY PER 322.34(2)] (DOES NOT APPLY TO HTO/CMV DRIVER	FAIRLANE	HANSEL AVE
9/28/2026	NO TAG LIGHT (DUMP TRUCKS AND DUMP BODIES ARE EXEMPT	SAINT DENIS CT	HOFFNER AVE
9/28/2026	RAN STOP SIGN/VIOLATION OF RIGHT OF WAY FROM STOP SIGN	EASTER STREET	NELA AVENUE
9/28/2026	HEADLIGHTS - DRIVING WITHOUT (TWILIGHT TO SUNRISE, SMOKE/RAIN/FOG	VIA FLORA	MCCOY RD
9/29/2026	VIOLATION MUNICIPAL SPEED/POSTED (REQUIRES SPEEDS)	DARDEN	HOFFNER
9/29/2026	VIOLATION MUNICIPAL SPEED/POSTED (REQUIRES SPEEDS)	DARDEN	HOFFNER
9/29/2026	NO TAG LIGHT (DUMP TRUCKS AND DUMP BODIES ARE EXEMPT	MONET AVE	HOFFNER AVE
9/30/2026	VIOLATION MUNICIPAL SPEED/POSTED (REQUIRES SPEEDS)	E SR-528-TOLL	JETPORT DR
9/30/2026	REGISTRATION - OPERATING A MOTOR VEHICLE/USING A MOBILE HOME WITH AN EXPIRED REGISTRATION: EXPIRED 6 MONTHS OR LESS - (IF VALID AT TIME CITATION WAS ISSUED, A DISMISSAL FEE UP TO \$10 CAN BE PAID, WHEN	AIRCENTER CT	MCCOY RD
9/30/2026	IMPROPER/NO BIKE BRAKE	PLEASURE ISLAND DR	HOFFNER AVE

Contact Date	Violation	DOTIntersectingStreetN	DOTStreetName
9/1/2026	316.646(1) - Insurance - DRIVER IS OWNER - OPERATING A NON-CMV NOT PROPERLY INSURED - PROOF OF INSURANCE REQUIRED	DORIAN AVE	HOFFNER AVENUE
9/1/2026	316.646(1) - Insurance - DRIVER IS NOT OWNER - OPERATING A NON-CMV NOT PROPERLY INSURED - PROOF OF INSURANCE REQUIRED	DARDEN AVE	HOFFNER AVE
9/1/2026	322.03(1) - DL - NO DRIVER LICENSE - never had one issued (If valid at time citation was issued, a dismissal fee up to \$10 can be paid, when proof submitted to Clerk of Court)	AIRCENTER CT	MCCOY RD
9/1/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DARDEN AVE	HOFFNER AVE
9/1/2026	316.646(1) - Insurance - DRIVER IS NOT OWNER - OPERATING A NON-CMV NOT PROPERLY INSURED - PROOF OF INSURANCE REQUIRED	DARDEN AVE	HOFFNER AVE
9/1/2026	322.15(1) - DL NOT CARRIED/EXHIBIT ON DEMAND	DARDEN AVE	HOFFNER AVE
9/1/2026	316.0875 - PASSING in NO PASSING ZONE	LOUVRE AVE	HOFFNER AVE
9/1/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	WALTHAM	FAIRLANE
9/1/2026	322.03(5) - DL - No Driver License for the operation of a Motorcycle	SEMINOLE DRIVE	DAETWYLER DRIVE
9/1/2026	322.34(1) - DWLS - Unknowingly operating vehicle while DL SUSPENDED/CANCELED/REVOKED [Can only be used for fail to pay or financial responsibility per 322.34(2)] (Does not apply to HTO/CMV driver	E OAK RIDGE RD	HANSEL AVE
9/2/2026	316.1995 - SIDEWALK/BICYCLE PATH - driving on	CONWAY RD	HOFFNER AVE

9/2/2026	316.614(4)(b) - Seatbelt - DRIVER not belted - to be cited	PRAIRIE FOX LN	DAETWYLER DR
9/2/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	TRENTWOOD BLVD	DAETWYLER DR
9/2/2026	316.2953 - Tint - SIDE WINDOWS - restriction on sunscreen material	TRENTWOOD BLVD	DAETWYLER DR
9/2/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	WILKS	RANDOLPH
9/2/2026	322.15(1) - DL NOT CARRIED/EXHIBIT ON DEMAND	DORIAN AVE	HOFFNER AVE
9/2/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DUBAN	HOFFNER AVE
9/2/2026	316.215 - Defective lights/brakes/tires/steering/Defective or no muffler/other Defective equipment	DUBAN	HOFFNER AVE
9/2/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DUBAN	HOFFNER AVE
9/2/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DUBAN	HOFFNER AVE
9/2/2026	322.34(1) - DWLS - Unknowingly operating vehicle while DL SUSPENDED/CANCELED/REVOKED [Can only be used for fail to pay or financial responsibility per 322.34(2)] (Does not apply to HTO/CMV driver)	DUBAN	HOFFNER AVE
9/2/2026	320.07(3)(a) - Registration - Operating a motor vehicle/using a mobile home with an expired registration: expired 6 months or less - (If valid at time citation was issued, a dismissal fee up to \$10 can be paid, when proof submitted to Clerk of Court)	DUBAN	HOFFNER AVE
9/3/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DUBAN	HOFFNER AVE

9/3/2026	316.215 - Defective lights/brakes/tires/steering/Defective or no muffler/other Defective equipment	DUBAN	HOFFNER AVE
9/3/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DUBAN	HOFFNER AVE
9/3/2026	322.34(1) - DWLS - Unknowingly operating vehicle while DL SUSPENDED/CANCELED/REVOKED [Can only be used for fail to pay or financial responsibility per 322.34(2)] (Does not apply to HTO/CMV driver)	OAK ISLAND RD	HOFFNER AVE
9/3/2026	316.221 - TAILLIGHTS - No/improper - 2 red lights required except on vehicles made prior to 01/72 with 1 light	CONWAY RD	JUDGE RD
9/4/2026	320.07(3)(b) - Registration - (1st offense) Operating a motor vehicle/using a mobile home with an expired registration for MORE THAN 6 MONTHS	PELLEPORT AVE	HOFFNER AVE
9/4/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	HANSEL AVE	WALTHAM AVE
9/4/2026	322.03(1) - DL - NO DRIVER LICENSE - never had one issued (If valid at time citation was issued, a dismissal fee up to \$10 can be paid, when proof submitted to Clerk of Court)	AIRCENTER CT	MCCOY RD
9/4/2026	316.1936(2)(b) - Possession of open container parked vehicle (Passenger cited)		MCCOY ROAD
9/4/2026	316.1515 - U-TURN - Improper/unsafe/prohibited	CONWAY ROAD	HOFFNER AVENUE
9/4/2026	316.605(1) - TAG - None/Obscured/Defaced/Improper display	ST MICHAEL AVENUE	HOFFNER AVENUE
9/4/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	LINDOS DRIVE	MCCOY ROAD

9/4/2026	316.646(1) - Insurance - DRIVER IS OWNER - OPERATING A NON-CMV NOT PROPERLY INSURED - PROOF OF INSURANCE REQUIRED	MATCHETT RD	NELA AVE
9/4/2026	316.1939(1) - DUI - Refuse to Submit to BAL test		MCCOY RD
9/4/2026	316.1936(2)(b) - Possession of open container parked vehicle (Driver cited)		MCCOY RD
9/5/2026	322.03(1) - DL - NO DRIVER LICENSE - never had one issued (If valid at time citation was issued, a dismissal fee up to \$10 can be paid, when proof submitted to Clerk of Court)	PELLEPORT AVE	HOFFNER AVE
9/5/2026	322.03(1) - DL - NO DRIVER LICENSE - never had one issued (If valid at time citation was issued, a dismissal fee up to \$10 can be paid, when proof submitted to Clerk of Court)	SAINT DENIS CT	HOFFNER AVE
9/5/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	MONET AVE	HOFFNER AVE
9/5/2026	320.07(3)(b) - Registration - (1st offense) Operating a motor vehicle/using a mobile home with an expired registration for MORE THAN 6 MONTHS	CONWAY RD S	JUDGE RD
9/5/2026	316.646(1) - Insurance - DRIVER IS OWNER - OPERATING A NON-CMV NOT PROPERLY INSURED - PROOF OF INSURANCE REQUIRED	CONWAY RD S	JUDGE RD
9/5/2026	316.305(3)(a) - Wireless Comm. Device/Handheld while Driving - First Offense	RANDOLPH AVENUE	WALLACE STREET
9/5/2026	322.34(2) - DWLS - Operating while DL SUSPENDED/CANCELED/REVOKED (specify reason)	CULLEN LAKE SHORE DR	HOFFNER AVENUE
9/5/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	VENETIAN AVENUE	HOFFNER AVENUE
9/5/2026	316.123(2)(a) - Ran Stop Sign/Violation of Right of Way from Stop Sign	EASTER STREET	NELA AVENUE

9/5/2026	316.123(2)(a) - Ran Stop Sign/Violation of Right of Way from Stop Sign	EASTER STREET	NELA AVENUE
9/5/2026	320.061 - TAG - Unlawful Alteration	OAK ISLAND ROAD	HOFFNER AVENUE
9/5/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	VIA FLORA ROAD	MCCOY ROAD
9/5/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	DRISCOLL COURT	HOFFNER AVENUE
9/5/2026	322.15(1) - DL NOT CARRIED/EXHIBIT ON DEMAND	SEMINOLE DR	DAETWYLER RD
9/6/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	PELLEPORT AVE	HOFFNER AVE
9/6/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DARDEN AVE	HOFFNER AVE
9/6/2026	322.03(1) - DL - NO DRIVER LICENSE - never had one issued (If valid at time citation was issued, a dismissal fee up to \$10 can be paid, when proof submitted to Clerk of Court)	E WALLACE ST	HANSEL AVE
9/6/2026	322.34(1) - DWLS - Unknowingly operating vehicle while DL SUSPENDED/CANCELED/REVOKED [Can only be used for fail to pay or financial responsibility per 322.34(2)] (Does not apply to HTO/CMV driver)	VENETIAN AVENUE	HOFFNER AVENUE
9/6/2026	322.19(2) - Fail to change address on DL	VENETIAN AVENUE	HOFFNER AVENUE
9/6/2026	320.07(3)(b) - Registration - (1st offense) Operating a motor vehicle/using a mobile home with an expired registration for MORE THAN 6 MONTHS	DRISCOLL COURT	HOFFNER AVENUE
9/6/2026	316.238(1)(b) - Fail dim lights from rear	LINDOS DRIVE	MCCOY ROAD

9/6/2026	322.34(2) - DWLS - Operating while DL SUSPENDED/CANCELED/REVOKED (specify reason)	OAK ISLAND RD	HOFFNER AVE
9/6/2026	322.34(1) - DWLS - Unknowingly operating vehicle while DL SUSPENDED/CANCELED/REVOKED [Can only be used for fail to pay or financial responsibility per 322.34(2)] (Does not apply to HTO/CMV driver)	VIA FLORA	MCCOY RD
9/6/2026	316.183(2) - Unlawful Speed (if no speeds are indicated on citation)-Exceeding speed limit	VIA FLORA	MCCOY ROAD
9/7/2026	322.34(1) - DWLS - Unknowingly operating vehicle while DL SUSPENDED/CANCELED/REVOKED [Can only be used for fail to pay or financial responsibility per 322.34(2)] (Does not apply to HTO/CMV driver)	MONTMART DR	HOFFNER AVE
9/7/2026	320.02(4) - Registration - Failure of registered OWNER of vehicle to notify DHSMV of CHANGE-OF-ADDRESS within 30 days	MONTMART DR	HOFFNER AVE
9/7/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DARDEN AVE	HOFFNER AVE
9/7/2026	322.34(1) - DWLS - Unknowingly operating vehicle while DL SUSPENDED/CANCELED/REVOKED [Can only be used for fail to pay or financial responsibility per 322.34(2)] (Does not apply to HTO/CMV driver)	PRAIRIE FOX LN	DAETWYLER DR
9/7/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	VIA FLORA	MCCOY RD
9/7/2026	316.646(1) - Insurance - DRIVER IS OWNER - OPERATING A NON-CMV NOT PROPERLY INSURED - PROOF OF INSURANCE REQUIRED	VIA FLORA	MCCOY RD
9/7/2026	320.0605 - Registration - Fail to display REGISTRATION/TEMPORARY INTERNET RECEIPT; POSSESSION REQUIRED - See 320.37 for out of state req (If valid at time citation was issued, a dismissal fee up to \$10 can be paid, when proof submitted to Clerk of Court)	VIA FLORA	MCCOY RD

9/7/2026	316.0895 - FOLLOWING TOO CLOSELY	VENETIAN AVENUE	HOFFNER AVENUE
9/7/2026	316.123(2)(a) - Ran Stop Sign/Violation of Right of Way from Stop Sign	NELA AVE	HOMWOOD DR
9/8/2026	316.123(2)(a) - Ran Stop Sign/Violation of Right of Way from Stop Sign	SEMINOLE DR	NELA AVE
9/8/2026	316.2065(1) - Violation Bicycle Regulations		CONWAY RD
9/9/2026	316.172(1)(a) - SCHOOL BUS - failure to stop for (school election available to have adjudication withheld)	MONET AVE	HOFFNER AVE
9/9/2026	322.34(1) - DWLS - Unknowingly operating vehicle while DL SUSPENDED/CANCELED/REVOKED [Can only be used for fail to pay or financial responsibility per 322.34(2)] (Does not apply to HTO/CMV driver)		HOFFNER AVE
9/9/2026	316.193(1) -DUI - (Bicycle) (Misdemeanor)		WIND DRIFT ROAD
9/9/2026	316.2065(1) - Violation Bicycle Regulations		WIND DRIFT ROAD
9/10/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	MORTIER AVE	HOFFNER AVE
9/10/2026	320.07(3)(b) - Registration - (1st offense) Operating a motor vehicle/using a mobile home with an expired registration for MORE THAN 6 MONTHS	BOGGY CREEK RD	MCCOY RD
9/10/2026	316.0875 - PASSING in NO PASSING ZONE	HOFFNER AVE	SAINT MARIE AVE
9/10/2026	316.0875 - PASSING in NO PASSING ZONE	LOUVRE AVE	HOFFNER AVE

9/10/2026	316.0875 - PASSING in NO PASSING ZONE	VIA FLORA	MCCOY RD
9/10/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DARDEN AVENUE	HOFFNER AVENUE
9/10/2026	316.646(1) - Insurance - DRIVER IS OWNER - OPERATING A NON-CMV NOT PROPERLY INSURED - PROOF OF INSURANCE REQUIRED	DARDEN AVENUE	HOFFNER AVENUE
9/10/2026	322.15(1) - DL NOT CARRIED/EXHIBIT ON DEMAND	DARDEN AVE	HOFFNER AVE
9/10/2026	316.0875 - PASSING in NO PASSING ZONE	LOUVRE AVE	HOFFNER AVE
9/10/2026	316.215 - Defective lights/brakes/tires/steering/Defective or no muffler/other Defective equipment	AVOCADO LN	HOFFNER AVE
9/10/2026	316.0895 - FOLLOWING TOO CLOSELY	CONWAY RD S	JUDGE RD
9/10/2026	322.03(1) - DL - NO DRIVER LICENSE - never had one issued (If valid at time citation was issued, a dismissal fee up to \$10 can be paid, when proof submitted to Clerk of Court)	MORTIER AVENUE	HOFFNER ROAD
9/11/2026	322.34(2) - DWLS - Operating while DL SUSPENDED/CANCELED/REVOKED (specify reason)	E SR-528-TOLL	JETPORT DR
9/11/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	E SR-528-TOLL	JETPORT DR
9/11/2026	316.172(1)(a) - SCHOOL BUS - failure to stop for (school election available to have adjudication withheld)	PRAIRIE FOX LN	DAETWYLER DR
9/11/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	MONET AVE	HOFFNER AVE
9/11/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	E SR-528-TOLL	JETPORT DR

9/11/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	VIA FLORA	MCCOY RD
9/11/2026	322.34(1) - DWLS - Unknowingly operating vehicle while DL SUSPENDED/CANCELED/REVOKED [Can only be used for fail to pay or financial responsibility per 322.34(2)] (Does not apply to HTO/CMV driver)	OAK ISLAND RD	HOFFNER AVE
9/11/2026	316.2065(1) - Violation Bicycle Regulations	LINDOS DRIVE	MCCOY ROAD
9/11/2026	316.1935(1) - Fail obey police officer/flee	LINDOS DRIVE	MCCOY ROAD
9/12/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	E SR-528-TOLL	JETPORT DR
9/12/2026	316.2953 - Tint - SIDE WINDOWS - restriction on sunscreen material	MONET AVE	HOFFNER AVE
9/12/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	FAIRLANE AVE	RANDOLPH AVE
9/12/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	SAINT GERMAIN AVE	HOFFNER AVE
9/12/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	ST. MARIE AVENUE	HOFFNER AVENUE
9/13/2026	316.123(2)(a) - Ran Stop Sign/Violation of Right of Way from Stop Sign	CULLEN LAKE SHORE DR	SAINT MARIE AVE
9/13/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	E SR-528-TOLL	JETPORT DR
9/13/2026	316.614(4)(b) - Seatbelt - DRIVER not belted - to be cited	MONET AVE	HOFFNER AVE
9/13/2026	316.081 - WRONG SIDE OF ROADWAY - Driving on	OAK ISLAND ROAD	HOFFNER AVENUE

9/13/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	WANDSWORTH AVE	HOFFNER AVE
9/14/2026	322.065 - EXPIRED DL (6 months or less)	AIRCENTER CT	MCCOY RD
9/14/2026	320.07(3)(c) - Registration - (subsequent offenses) Operating a motor vehicle/using a mobile home with an expired registration for MORE THAN 6 MONTHS	AIRCENTER CT	MCCOY RD
9/14/2026	316.1925 - CARELESS DRIVING	DAETWYLER DR	SEMINOLE DR
9/14/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	WALLACE ST	HANSEL AVE
9/15/2026	316.646(1) - Insurance - DRIVER IS OWNER - OPERATING A NON-CMV NOT PROPERLY INSURED - PROOF OF INSURANCE REQUIRED	CULLEN LAKE SHORE DR	HOFFNER AVE
9/15/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DARDEN AVE	HOFFNER AVE
9/15/2026	322.34(1) - DWLS - Unknowingly operating vehicle while DL SUSPENDED/CANCELED/REVOKED [Can only be used for fail to pay or financial responsibility per 322.34(2)] (Does not apply to HTO/CMV driver	SEMINOLE DR	DAETWYLER DR
9/15/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	OAK ISLAND ROAD	HOFFNER AVENUE
9/15/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	OAK ISLAND ROAD	HOFFNER AVENUE
9/15/2026	322.34(2) - DWLS - Operating while DL SUSPENDED/CANCELED/REVOKED (specify reason)	PRAIRIE FOX LN	DAETWYLER DR

9/15/2026	322.03(5) - DL - No Driver License for the operation of a Motorcycle	PRAIRIE FOX LN	DAETWYLER DR
9/15/2026	316.083(1) - OVERTAKING AND PASSING A VEHICLE cutting in	PRAIRIE FOX LN	DAETWYLER DR
9/16/2026	316.172(1)(a) - SCHOOL BUS - failure to stop for (school election available to have adjudication withheld)	PRAIRIE FOX LN	DAETWYLER DR
9/16/2026	316.172(1)(a) - SCHOOL BUS - failure to stop for (school election available to have adjudication withheld)	PRAIRIE FOX LN	DAETWYLER DR
9/16/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DUBAN AVE	HOFFNER AVE
9/16/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DUBAN AVE	HOFFNER AVE
9/17/2026	320.07(3)(b) - Registration - (1st offense) Operating a motor vehicle/using a mobile home with an expired registration for MORE THAN 6 MONTHS	AIRCENTER CT	MCCOY RD
9/17/2026	322.03(1) - DL - NO DRIVER LICENSE - never had one issued (If valid at time citation was issued, a dismissal fee up to \$10 can be paid, when proof submitted to Clerk of Court)	PLEASURE ISLAND RD	HOFFNER AVE
9/17/2026	316.1936(2)(b) - Possession of open container parked vehicle (Driver cited)		MCCOY RD
9/17/2026	322.34(1) - DWLS - Unknowingly operating vehicle while DL SUSPENDED/CANCELED/REVOKED [Can only be used for fail to pay or financial responsibility per 322.34(2)] (Does not apply to HTO/CMV driver	S	MCCOY ROAD

9/17/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	OAK ISLAND ROAD	HOFFNER AVENUE
9/17/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DUBAN AVE	HOFFNER AVE
9/17/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DUBAN AVE	HOFFNER AVE
9/17/2026	320.07(3)(a) - Registration - Operating a motor vehicle/using a mobile home with an expired registration: expired 6 months or less - (If valid at time citation was issued, a dismissal fee up to \$10 can be paid, when proof submitted to Clerk of Court)	WANDSWORTH AVE	HOFFNER AVE
9/18/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DUBAN AVE	HOFFNER AVE
9/18/2026	316.089(3) - Fail to use designated lane	OAK RIDGE	HANSEL AVE
9/18/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	WANDSWORTH AVENUE	HOFFNER AVENUE
9/18/2026	322.34(1) - DWLS - Unknowingly operating vehicle while DL SUSPENDED/CANCELED/REVOKED [Can only be used for fail to pay or financial responsibility per 322.34(2)] (Does not apply to HTO/CMV driver)	CONWAY RD S	HOFFNER AVE
9/19/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	DUBAN AVE	HOFFNER AVE

9/19/2026	320.0605 - Registration - Fail to display REGISTRATION/TEMPORARY INTERNET RECEIPT; POSSESSION REQUIRED - See 320.37 for out of state req (If valid at time citation was issued, a dismissal fee up to \$10 can be paid, when proof submitted to Clerk of Court)	SAINT DENIS CT	HOFFNER AVE
9/19/2026	322.34(2)(c) - DWLS - Operating while DL Susp/Canceled/Revoked, 3rd (FELONY)	LINDOS DRIVE	MCCOY ROAD
9/19/2026	316.183(2) - Unlawful Speed (if no speeds are indicated on citation)-Exceeding speed limit	SEMINOLE DR	DAETWYLER RD
9/20/2026	316.083(1) - OVERTAKING AND PASSING A VEHICLE cutting in	VIA FLORA	MCCOY RD
9/21/2026	316.1355 - SAFETY ZONE - driving through or within	PRAIRIE FOX LN	DAETWYLER DR
9/21/2026	316.1355 - SAFETY ZONE - driving through or within	N FRONTAGE RD	DAETWYLER DR
9/21/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	WARREN PARK RD	DAETWYLER DR
9/21/2026	322.34(1) - DWLS - Unknowingly operating vehicle while DL SUSPENDED/CANCELED/REVOKED [Can only be used for fail to pay or financial responsibility per 322.34(2)] (Does not apply to HTO/CMV driver	ST GERMAN AVE	HOFFNER AVE
9/21/2026	322.03(1) - DL - NO DRIVER LICENSE - never had one issued (If valid at time citation was issued, a dismissal fee up to \$10 can be paid, when proof submitted to Clerk of Court)	ST GERMAN AVE	HOFFNER AVE
9/21/2026	316.1925 - CARELESS DRIVING	HANSEL AVE	E WALLACE ST
9/22/2026	316.0895 - FOLLOWING TOO CLOSELY	DAETWYLER DR	MCCOY RD

9/22/2026	316.172(1)(a) - SCHOOL BUS - failure to stop for (school election available to have adjudication withheld)	SEMINOLE DR	DAETWYLER DR
9/22/2026	316.2952(2)(b) - Improper Sunscreen at top of windshield	E SR-528-TOLL	JETPORT DR
9/22/2026	316.189(2) - Unlawful speed/county roads (requires speeds)	E SR-528-TOLL	JETPORT DR
9/22/2026	322.34(1) - DWLS - Unknowingly operating vehicle while DL SUSPENDED/CANCELED/REVOKED [Can only be used for fail to pay or financial responsibility per 322.34(2)] (Does not apply to HTO/CMV driver)	E SR-528-TOLL	JETPORT DR
9/22/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	FAIRLANE	RANDOLPH
9/22/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DUBAN	HOFFNER AVE
9/22/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DUBAN	HOFFNER AVE
9/22/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DUBAN	HOFFNER AVE
9/23/2026	316.123(2)(a) - Ran Stop Sign/Violation of Right of Way from Stop Sign	WALTHAM AVE	RANDOLPH ST
9/23/2026	316.123(2)(a) - Ran Stop Sign/Violation of Right of Way from Stop Sign	LAKE DRIVE	NELA AVENUE
9/23/2026	316.123(2)(a) - Ran Stop Sign/Violation of Right of Way from Stop Sign	HOMEWOOD DRIVE	NELA AVENUE

9/23/2026	322.34(1) - DWLS - Unknowingly operating vehicle while DL SUSPENDED/CANCELED/REVOKED [Can only be used for fail to pay or financial responsibility per 322.34(2)] (Does not apply to HTO/CMV driver)		MCCOY ROAD
9/23/2026	316.193(1) -DUI - (Bicycle) (Misdemeanor)		CONWAY RD
9/23/2026	316.2065(1) - Violation Bicycle Regulations		CONWAY RD
9/24/2026	316.0875 - PASSING in NO PASSING ZONE	VIA FLORA	MCCOY RD
9/24/2026	320.02(1) - Registration - No MOTOR VEHICLE REGISTRATION - See 320.37 for out of state driver requirement	AIRCENTER CT	MCCOY RD
9/24/2026	322.34(1) - DWLS - Unknowingly operating vehicle while DL SUSPENDED/CANCELED/REVOKED [Can only be used for fail to pay or financial responsibility per 322.34(2)] (Does not apply to HTO/CMV driver)	AIRCENTER CT	MCCOY RD
9/24/2026	316.183(2) - Unlawful Speed (if no speeds are indicated on citation)-Exceeding speed limit	SEMINOLE DR	DAETWYLER RD
9/24/2026	322.15(1) - DL NOT CARRIED/EXHIBIT ON DEMAND	SEMINOLE DR	DAETWYLER RD
9/25/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	PRAIRIE FOX LN	DAETWYLER DR
9/25/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	PRAIRIE FOX LN	DAETWYLER DR
9/25/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	FAIRLANE	RANDOLPH
9/25/2026	322.34(10)(b)2 - DWLS - Second or Subsequent Conviction - Operating while DL SUSPENDED/CANCELLED/REVOKED - (specify reason) if no prior forcible felony	HOMEWOOD DR	NELA

9/25/2026	320.02(1) - Registration - No MOTOR VEHICLE REGISTRATION - See 320.37 for out of state driver requirement	HOMEWOOD DR	NELA
9/25/2026	316.123(2)(a) - Ran Stop Sign/Violation of Right of Way from Stop Sign	HOMEWOOD DR	NELA
9/25/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DUBAN	HOFFNER AVE
9/25/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)		HOFFNER AVE
9/25/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DUBAN	HOFFNER AVE
9/25/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DUBAN	HOFFNER AVE
9/25/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DUBAN	HOFFNER AVE
9/27/2026	322.03(5) - DL - No Driver License for the operation of a Motorcycle	DAETWYLER DR	MCCOY RD
9/27/2026	316.189(2) - Unlawful speed/county roads (requires speeds)	MONET AVE	HOFFNER AVE
9/27/2026	316.189(2) - Unlawful speed/county roads (requires speeds)	MONET AVE	HOFFNER AVE
9/27/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	BELLEVILLE AVE	HOFFNERAVE

9/27/2026	322.34(1) - DWLS - Unknowingly operating vehicle while DL SUSPENDED/CANCELED/REVOKED [Can only be used for fail to pay or financial responsibility per 322.34(2)] (Does not apply to HTO/CMV driver	AIRCENTER CT	MCCOY RD
9/27/2026	322.34(1) - DWLS - Unknowingly operating vehicle while DL SUSPENDED/CANCELED/REVOKED [Can only be used for fail to pay or financial responsibility per 322.34(2)] (Does not apply to HTO/CMV driver	DUBAN AVE	HOFFNER AVE
9/28/2026	316.238 - HEADLIGHTS - FAIL TO DIM	DORIAN	HOFFNER
9/28/2026	316.646(1) - Insurance - DRIVER IS OWNER - OPERATING A NON-CMV NOT PROPERLY INSURED - PROOF OF INSURANCE REQUIRED	SAINT DENIS CT	HOFFNER AVE
9/28/2026	322.34(1) - DWLS - Unknowingly operating vehicle while DL SUSPENDED/CANCELED/REVOKED [Can only be used for fail to pay or financial responsibility per 322.34(2)] (Does not apply to HTO/CMV driver	BOGGY CREEK RD	MCCOY RD
9/28/2026	322.34(1) - DWLS - Unknowingly operating vehicle while DL SUSPENDED/CANCELED/REVOKED [Can only be used for fail to pay or financial responsibility per 322.34(2)] (Does not apply to HTO/CMV driver	E OAK RIDGE RD	HANSEL AVE
9/29/2026	316.613(1)(a) - Seatbelt - Child Restraint required	MONET AVE	HOFFNER AVE
9/29/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	RANDOLPH	FAIRLANE
9/29/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	RANDOLPH	FAIRLANE

9/29/2026	316.1955(1) - HANDICAP parking area - illegally parking in space (see local county ordinance for fines other than stated) (CITATION MUST BE HAND DELIVERED TO DRIVER) (If proof of a valid permit/plate or affidavit that owner was present a dismissal fee up		HOFFNER AVE
9/30/2026	322.34(1) - DWLS - Unknowingly operating vehicle while DL SUSPENDED/CANCELED/REVOKED [Can only be used for fail to pay or financial responsibility per 322.34(2)] (Does not apply to HTO/CMV driver		HOFFNER AVE
9/30/2026	322.03(5) - DL - No Driver License for the operation of a Motorcycle		HOFFNER AVE
9/30/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DARDEN AVE	HOFFNER AVE
9/30/2026	316.172(1)(a) - SCHOOL BUS - failure to stop for (school election available to have adjudication withheld)	PRAIRIE FOX LN	DAETWYLER DR
9/30/2026	316.172(1)(a) - SCHOOL BUS - failure to stop for (school election available to have adjudication withheld)	EQUINOX AVE	JUDGE RD
9/30/2026	316.189(1) - Violation Municipal speed/posted (requires speeds)	SAINT MICHAEL AVE	HOFFNER AVE
9/30/2026	316.646(1) - Insurance - DRIVER IS NOT OWNER - OPERATING A NON-CMV NOT PROPERLY INSURED - PROOF OF INSURANCE REQUIRED	SAINT MICHAEL AVE	HOFFNER AVE
9/30/2026	322.065 - EXPIRED DL (6 months or less)	AIRCENTER CT	MCCOY RD
9/30/2026	322.15(1) - DL NOT CARRIED/EXHIBIT ON DEMAND	AIRCENTER CT	MCCOY RD
9/30/2026	322.34(2)(a) - DWLS - Operating while DL Susp/Canceled/Revoked, 1st conviction	PLEASURE ISLAND DR	HOFFNER AVE
9/30/2026	320.07(3)(b) - Registration - (1st offense) Operating a motor vehicle/using a mobile home with an expired registration for MORE THAN 6 MONTHS	PLEASURE ISLAND DR	HOFFNER AVE
9/30/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DAETWYLER DRIVE	MCCOY ROAD

9/30/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DUBAN	HOFFNER AVE
9/30/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DUBAN	HOFFNER AVE
9/30/2026	316.074(1) - TRAFFIC CONTROL DEVICE Fail to obey traffic control device (sign)	DUBAN	HOFFNER AVE

Contact Date	Violation	CitationLocation
9/5/2026	327.39(1) - PWC - PFD NOT WORN	LAKE CONWAY
9/5/2026	327.33(3b) - VIOLATION OF NAVIGATION RULES	LAKE CONWAY
9/5/2026	327.395(1) - OPERATING A VESSEL W/O COMPLYING WITH BOATER EDUCATION LAW(no boater education, ID Card, or Photo ID)	LAKE CONWAY
9/5/2026	327.33(2) - CARELESS OPERATION OF VESSEL, WATER SKIS, PWC	LAKE CONWAY
9/5/2026	328.72(13) - EXPIRED REGISTRATION(FLORIDA)	LAKE CONWAY
9/5/2026	327.395(1) - OPERATING A VESSEL W/O COMPLYING WITH BOATER EDUCATION LAW(no boater education, ID Card, or Photo ID)	LAKE CONWAY
9/6/2026	327.39(1) - PWC - PFD NOT WORN	LAKE CONWAY
9/6/2026	327.395(1) - OPERATING A VESSEL W/O COMPLYING WITH BOATER EDUCATION LAW(no boater education, ID Card, or Photo ID)	LAKE CONWAY
9/7/2026	327.39(1) - PWC - PFD NOT WORN	LAKE CONWAY
9/13/2026	327.33(2) - CARELESS OPERATION OF VESSEL, WATER SKIS, PWC	LAKE CONWAY SAND BAR
9/19/2026		LAKE CONWAY
9/19/2026	327.395(1) - OPERATING A VESSEL W/O COMPLYING WITH BOATER EDUCATION LAW(no boater education, ID Card, or Photo ID)	LAKE CONWAY SAND BAR
9/19/2026	327.395(1) - OPERATING A VESSEL W/O COMPLYING WITH BOATER EDUCATION LAW(no boater education, ID Card, or Photo ID)	LAKE CONWAY
9/26/2026	327.39(1) - PWC - PFD NOT WORN	LAKE CONWAY
9/26/2026	327.33(2) - CARELESS OPERATION OF VESSEL, WATER SKIS, PWC	LAKE CONWAY SAND BAR
9/27/2026	327.33(3b) - VIOLATION OF NAVIGATION RULES	LAKE CONWAY



Calls For Service by Jurisdiction 9/1/2026 - 9/30/2026

This report contains data from 8/17/23 and later.

Jurisdiction: Belle Isle; Null Call Numbers Excluded

Jurisdiction	Calls	Calls YTD
Belle Isle PD	435	0
Total	435	

Call Type	Belle Isle PD	Total
(None)	15	15
911 Emergency	1	1
Agg Assault O/W	1	1
Alarm Commercial Audible	1	1
Alarm Commercial Silent	1	1
Alarm Holdup	1	1
Alarm Panic	2	2
Alarm Residential Audible	7	7
Alarmres Silent	1	1
Animal Calls	1	1
Assist FD	1	1
Att To Contact	20	20
Battery O/W All 10-12	1	1
Burglary Resd	1	1
Burglary Resd I/P	2	2
Burglary Vehicle	2	2
Check Well-being	5	5
Citizen Assist	10	10
Drunk Driver	1	1
Felony Drugs	1	1
Fire	1	1
Found Property	1	1
Fraud/Counter	1	1



Calls For Service by Jurisdiction 9/1/2026 - 9/30/2026

This report contains data from 8/17/23 and later.

Jurisdiction: Belle Isle; Null Call Numbers Excluded

General Dist	18	18
General Invest	19	19
Hit And Run	2	2
Hs/Busn/Area/Ch k	5	5
Man Down	3	3
Mentally IIINV	3	3
Mentally IIIV	2	2
Misdemeanor	1	1
Missing Endangered	1	1
Missing Person	1	1
Near Drowning	2	2
Ob/Har/Thr Calls	2	2
Obstruct On Hwy	4	4
Off Duty Job	11	11
Parking Viol	3	3
Petit Theft	3	3
Prowler	1	1
Reckless Driver	2	2
Rescue/Medical Only	3	3
Special Detail	2	2
SRO Duty	14	14
Stalking	1	1
Subj Stop	21	21
Susp Hazard	1	1
Susp Incident	9	9
Susp Person	6	6
Susp Vehicle	20	20
Traffic (Misc)	4	4
Traffic Stop	167	167
Trespasser	13	13



Calls For Service by Jurisdiction 9/1/2026 - 9/30/2026

This report contains data from 8/17/23 and later.

Jurisdiction: Belle Isle; Null Call Numbers Excluded

Vehicle Crash	3	3
Verbal All 10-12	10	10
Total	435	435

CITY OF BELLE SLE, FLORIDA CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: October 20, 2026

To: Honorable Mayor and City Council Members

From: Rick J. Rudometkin, City Manager

Subject: Discussion on establishing a Citizens Committee for City Charter and Code Review

Background:

This is a request for Council to consider establishing a Citizens Committee for Charter and Code Review, with one representative from each district. The key here is to emphasize community input, transparency, and ensuring residents have a voice before any potential changes or decisions are made to the City Charter or City Code.

The proposed advisory committee could include one resident representative from each district to help ensure that all areas of our city have a voice in the process. This advisory committee could review proposed changes, gather community input, identify concerns, and provide recommendations to Commissioners for consideration.

The purpose would be to create an opportunity for residents to become more involved in a process that can have a lasting impact on how our city is governed and how its laws and procedures are administered. It will help promote transparency, encourage public participation, and ensure that a variety of perspectives are considered before any proposed changes are finalized.

One important distinction: The committee's role should be clearly defined so that it assists with review and public engagement without replacing the Council's legal responsibilities or any procedures required for charter amendments.

- **Represent every district:** One citizen representative from each district, with a transparent process for selecting members.
- **Have a clear purpose:** Review proposed amendments to the City Charter and changes to the City Code.
- **Gather public input:** Provide opportunities for residents to share concerns, questions, and recommendations.
- **Make recommendations:** Submit findings to Commissioners while leaving final decisions with the appropriate city authorities.
- **Operate transparently:** Hold meetings and provide public access to agendas, minutes, and recommendations, consistent with applicable public-meeting requirements.

Staff Recommendation:

Approve a Citizens Committee

Suggested Motion:

I move to approve establishing a Citizens Committee for Charter and Code Review.

Alternatives: Do not approve

Fiscal Impact: N/A

Attachments: N/A

CITY OF BELLE ISLE, FLORIDA

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: October 20, 2026

To: Honorable Mayor and City Council Members

From: Rick J. Rudometkin, City Manager

Subject: Waltham Avenue Resurfacing – Purchasing Authorization and FY 2026/2027 Budget Amendment

Background:

Funding for resurfacing and curbing improvements was included in the FY 2025/2026 adopted budget; however, the proposed Waltham Avenue resurfacing project, between Hansel Avenue and Randolph Avenue, did not proceed before September 30, 2026, because the required City Council purchasing approval had not been obtained. No work has been performed under this proposed project.

Public Works requests authorization to engage Middlesex Paving LLC for \$66,075 using the cooperative purchasing (piggyback) provisions of Section 4.6 of the City Purchasing Policy and an existing Seminole County contract. The proposed purchase exceeds \$60,000 and therefore requires City Council approval under Section 5.1.

Because the project was not completed during FY 2025/2026, the unused budget appropriation will not carry forward automatically. The unspent resources will be reflected in the City's FY 2025/2026 ending fund balance, which becomes the FY 2026/2027 beginning fund balance. A separate resolution is proposed to appropriate \$66,075 from available fund balance in FY 2026/2027 for the project. The beginning fund balance will be updated once the prior fiscal year's financial results are finalized.

Staff Recommendation:

Approve the proposed purchase and adopt the associated FY 2026/2027 budget amendment Resolution 26-20.

Suggested Motion:

I move to approve the Waltham Avenue resurfacing project with Middlesex Paving LLC in an amount not to exceed \$66,075 using an eligible Seminole County cooperative purchasing contract under Section 4.6 of the Purchasing Policy; and to adopt Resolution 26-20 amending the FY 2026/2027 budget to appropriate \$66,075 for the project.

Alternatives: Defer the project; direct staff to pursue another procurement method; or decline the proposed budget amendment.

Fiscal Impact: The proposed project cost is \$66,075, to be funded through a FY 2026/2027 budget amendment appropriating available fund balance.

Attachments:

1. Public Works Director memorandum dated October 15, 2026

2. Middlesex Paving proposal
3. Seminole County contract and piggyback supporting documentation
4. Proposed FY 2026/2027 budget amendment Resolution 26-20

City of Belle Isle



1600 Nela Ave. Belle Isle, FL 32809
407.851.7730 | FAX: 407.240.2222

Date: 10-15-2026

Reference: Waltham Avenue Resurfacing Project

To: Rick Rudometkin – City Manager

This memorandum requests authorization to proceed with the Waltham Avenue resurfacing project between Hansel Avenue and Randolph Avenue, utilizing Middlesex Paving LLC at a proposed cost of \$66,075.

The project was originally included in the FY 2025/2026 adopted budget but was postponed because the required City Council purchasing approval had not been obtained before the end of the fiscal year. No work has been performed under this proposed project.

Public Works proposes to utilize the cooperative purchasing (piggyback) provisions of Section 4.6 of the City's Purchasing Policy. Middlesex Paving has provided a contract awarded by Seminole County for consideration as the basis for this procurement. The proposed piggyback arrangement is subject to verification that the contract was competitively procured and that the proposed work falls within its authorized scope.

Since the proposed expenditure exceeds \$60,000, City Council approval is required under Section 5.1 of the City's Purchasing Policy.

Additionally, because the project was not completed during FY 2025/2026 and was not included in the FY 2026/2027 adopted budget, a budget amendment is necessary to appropriate \$66,075 for the project. A separate resolution amending the FY 2026/2027 budget will be presented to City Council for consideration in conjunction with the purchasing authorization.

Phil Price
Public Works Director
City of Belle Isle

Signature

 10-15-2026

PROPOSAL



Middlesex Paving, LLC

10801 Cosmonaut Blvd.

Orlando, FL

Phone: (407) 206-0077

Submitted To: CITY OF BELLE ISLE
1600 Nela Avenue
Belle Isle, FL 32809

Job Name: CITY OF BELLE ISLE - WALTHAM A
Proposal No.: PV1559

Middlesex Contact: Sage Attwood

Attention: City Manager

Includes up to 1 Paving Mobilization(s).
Based on Completion by Dec, 2026.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Paving schedule is subject to availability and allocation of incoming aggregate deliveries for asphalt production schedule.				
WALTHAM AVE	MOBILIZATION	1.00	LS	3,000.00	3,000.00
WALTHAM AVE	MAINTENANCE OF TRAFFIC	2.00	DAY	2,000.00	4,000.00
WALTHAM AVE	OFF-DUTY POLICE OFFICER - NIGHT OPERATIONS	16.00	HR	150.00	2,400.00
WALTHAM AVE	MILLING, 1.5" - NIGHT OPERATIONS	2,500.00	SY	7.50	18,750.00
WALTHAM AVE	ASPHALT PAVING, 1.5" (1 LIFT) SP-12.5 C - NIGHT OP	205.00	TN	185.00	37,925.00
GRAND TOTAL					\$66,075.00

NOTES:

ACCEPTANCE OF PROPOSAL:

This proposal and pricing is accepted by the following signature with agreement to all notes and clarifications as stated herein.

Company Name: _____

Accepted By: _____ Date of Acceptance: _____
Authorized Representative's Signature

Printed Name: _____

MOBILIZATIONS

* If additional paving mobilizations are required exceeding those noted above then an added charge of \$4,500 will be required for each extra Mobilization.

* The Milling item(s) of work is based on all being performed at the same time in a single mobilization. If additional milling mobilizations are required then an additional \$5,500 will be charged for each extra.

GENERAL NOTES

* THIS IS A UNIT PRICE PROPOSAL

- * If work is not completed prior to completion date of contract, Middlesex will review any cost impacts and has the right to revise the unit costs for remaining work.
- * This Proposal is based on quantities supplied by the contractor and unit costs will apply to any overrun.
- * Thicknesses quoted are "Nominal" thicknesses per FDOT specifications.
- * Price is based on yield of 110 lbs/sy (per inch thickness). If this maximum is exceeded due to base or jobsite conditions, then any additional asphalt used will be charged as an overrun/extra work.
- * This Proposal does not include Payment and Performance Bond; if required add 1.5% to the contract price. Min. Cost is \$500.
- * Work is to be done during normal business hours Mon.-Fri. (7AM-6PM) or Sun. night thru Thurs. night (per lane closure restrictions).
- * This proposal is based on all work being performed with a single paving crew, if additional crews are required to accommodate the Contractor's schedule then this will need to be agreed prior and any additional costs agreed.
- * Prior to placement of any friction course traffic shall be in final configuration.
- * This proposal does not include any Engineering evaluation of bridges within or adjacent to the project work area with consideration to "walking" the milling and paving equipment across. If such Engineering evaluation is required for access across any bridges then that responsibility will be borne by the General Contractor.
- * Please note that Middlesex typically shuts down the asphalt plant and paving operations for the week of Christmas/New Year's and for the week of July 4th. This consideration shall be included in the project schedule.
- * Middlesex must have at least 3 weeks advance notice in order to better assure timely scheduling of the work required for each mobilization/phase of paving.
- * Once scheduled for work, any cancellation must be made prior to 48 hrs before scheduled mobilization; otherwise, a mobilization may be charged against the project and any subsequent re-scheduling will be subject to consideration of the above noted 3 weeks advance notice requirement.
- * If this project includes the placement of FC-5 Friction then be aware that Middlesex Paving follows the FDOT Specification for 65 degree temperature threshold and we must have a forecast with consistent temperatures meeting this threshold for the entire work allowance...no partial shifts. Typically, night-time placement of FC-5 Friction is not available (due to temperatures) from mid-November through March.
- * The Contract item(s) for milling includes the trucking, cleanup and disposal of milled material. All milled asphalt becomes property of Middlesex. Milling shall be accessible by main line milling machine and Middlesex will not be responsible for areas that can't be accessed. Day-rate Milling is for milling machine only (no trucking, no clean-up).
- * Miscellaneous asphalt is for placement of asphalt only. Grading and compacting the subgrade and application of an appropriate herbicide (per FDOT specifications) is the responsibility of the GC. The Misc. Asphalt item is based on the guardrail being installed after the placement of the asphalt and this does not include any patching by Middlesex.
- * Location, adjustment, protection and relocation of utilities is not the responsibility of Middlesex.
- * Price based on placing asphalt on a firm and unyielding base/subgrade (prepared by others) meeting plan template and capable of supporting conventional asphalt paving equipment and tri-axle dump trucks.
- * Middlesex will not be responsible for tack on adjacent roadways due to normal paving operations.
- * Contractor to provide sufficient number of staging areas for Middlesex to park equipment close to each day's paving location and to allow for truck clean-out prior to leaving the project site.
- * When accessing the paving areas, Middlesex will not be responsible for any miscellaneous concrete damaged by paving equipment or trucks. This includes curb and gutter, concrete pavement or brick pavers that are existing or constructed prior to paving operations.
- * The GC is to provide a clean water source within reasonable access of the project for Middlesex's use to maintain operation of the rollers, broom, milling machine, and any other equipment, as needed.
- * Due to existing conditions, Middlesex can not be responsible for 100% drainage of surface water following resurfacing.
- * Middlesex will not be responsible for any puddling on areas where the grades are a 1.5% or less slope on plans or in the field conditions. Middlesex will not be responsible to notify customers of any conditions that exist that may present this problem.
- * All of the above prices are based on the use of RAP (Recycled Asphalt) in the production of the hot-mix asphalt, per current FDOT Standards. Friction Courses are quoted per the current FDOT specifications, which allows the use of RAP in production.
- * All of the above prices are based on the use of standard AC (liquid asphalt) binder in the production of the hot-mix asphalt, per FDOT Standards.
- * Prices quoted are based on current prices on liquid asphalt, aggregates, and diesel fuel. Such prices are not guaranteed by the suppliers and are subject to sudden adjustment during the term of the contract. If the costs of these materials increases, Middlesex has the right to adjust the unit costs accordingly.
- * This proposal is furnished as a complete scope of work as defined above and shall be contracted to Middlesex in its entirety. Individual line items cannot be removed unless specific changes are approved by Middlesex.
- * This Estimate/Proposal is contingent upon acceptance or issuance of an agreeable Subcontract which shall include the provisions of this Estimate/Proposal. This Estimate/Proposal will supercede any other provisions of the Subcontract. Prior to any work being performed by Middlesex on the project this Estimate/Proposal must be accepted or a Subcontract must be

executed.

- * Payment Terms shall be the 30 days from date of Middlesex invoice, unless agreed to otherwise.
- * If a Subcontract or other agreement is not executed within 30 days then this proposal is subject to be reviewed for adjustment.
- * All prep for paving by others, other than stated herein. All access, traffic, and safety control by others. This includes lane closure provided on highways to allow trucks to enter/exit the work zone, even if the work zone is out of and away from active traffic; if the trucks are entering/exiting directly to or from active traffic then a lane closure is to be provided.
- * This proposal includes standard testing performed by Middlesex's certified Quality Control lab and technicians.
- * Middlesex does not include any provision for asphalt (installation or removal) that may be required to maintain traffic (i.e. temporary wedges). If this is required, such work will be considered extra and will need to be priced separately.
- * Prices do not include engineering or layout.
- * All staking, layout and establishment of grades to be done by others and clearly indicated before paving (every 100' in tangents and 25'in radius). We will accept no responsibility for improper engineering and/or areas where no grades were indicated before commencement of work.
- * Sawcutting of existing pavement is not included and is the responsibility of the site contractor.
- * Middlesex is not responsible for the clean up and/or disposal of sweepings generated from sweeping the base, prime and sand, or intermediate asphalt lifts. Such sweepings will be broomed out of the way of paving and cleaned up by others.
- * This proposal specifically excludes RailRoad Insurance and any special requirements for working in or around RR right-of-way.

**TERM CONTRACT FOR PAVEMENT MANAGEMENT SERVICES
(IFB-604900-24/LNF)**

THIS AGREEMENT is dated as of the 12th day of March, 20 25, by and between **MIDDLESEX PAVING LLC**, duly authorized to conduct business in the State of Florida, whose address is 10801 Cosmonaut Boulevard, Orlando, FL 32824, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide pavement management services; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials and services will be specifically

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 1 of 25

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Page 1 of 151

enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 2 of 25

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Page 2 of 151

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 3 of 25



- (1) The original invoice must be emailed to:
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:
Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080
- (3) A copy of the invoice must be sent to:
Seminole County Public Works Engineering
100 E. 1st Street
Sanford, FL 32771

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 4 of 25



(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 5 of 25



information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 6 of 25



Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.



Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 7 of 25

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Page 7 of 151

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 8 of 25



Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.



(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 9 of 25



(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face, and including the following as Certificate Holder:**

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY.

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 10 of 25



The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 11 of 25

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Page 11 of 151

a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 12 of 25



insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 13 of 25



(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 14 of 25



(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Excess/Umbrella Liability.

(A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(5) Pollution Liability.

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 15 of 25



(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.
2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 16 of 25



Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 225.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 17 of 25



representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 18 of 25



Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 19 of 25



(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116,**

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 20 of 25



**PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND
CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 21 of 25

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/12/2025 15:41:34 -04:00
eCertified Id: F3E3-DFCC-B78L
Page 21 of 151

return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Public Works Engineering
100 E. 1st Street
Sanford, FL 32771

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Middlesex Paving, LLC
10801 Cosmonaut Blvd.
Orlando, FL 32824

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

- (a) CONTRACTOR must register with and use the E-Verify system to verify the work

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 22 of 25



authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does

Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 23 of 25



not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:


 David Soeci, Assistant Secretary

(CORPORATE SEAL)



Witness

Print Name

Witness

Print Name

MIDDLESEX PAVING LLC

By:

MICHAEL IAPALUCCIO, Vice President Paving

Date: March 10, 2025

SEMINOLE COUNTY, FLORIDA

By:

GLADYS MARROZOS,
Procurement Administrator

Date:

3-12-25

As authorized for execution by the Board of County Commissioners at its February 25, 2025, regular meeting.

Agenda Item #2025-100



11/08/2024

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Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing
- Exhibit D - Insurance Requirements
- Exhibit E - Affidavit of E-Verify Requirements Compliance
- Exhibit F - Foreign Country of Concern Attestation
- Exhibit G- Anti-Human Trafficking Affidavit



Term Contract for Pavement Management Services
(IFB-604900-24/LNF)
Page 25 of 25

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/12/2025 15:41:34 -04:00
eCertified Id: F3E3-DFCC-B78L
Page 25 of 151

Scope of Services

Seminole County Specification Hierarchy: All requirements set forth by this IFB contract shall adhere to the rules and conditions described in Seminole County's General Conditions for Road, Bridge & Utility Construction:

<https://www.seminolecountyfl.gov/core/fileparse.php/3192/urlt/00800road-10-15-20-2.pdf>

In addition, the attached Supplemental Specifications for this contract shall take priority to the County's General Condition as they are specific to the pay items and basis of payment for this contract. Bidder must be Florida Department of Transportation (FDOT) Prequalified in the following categories:

- Hot Plant-mixed Bituminous Courses
- Flexible Paving

PAY ITEM NOTES

GROUP I – Asphaltic Concrete

Superpave Asphaltic Concrete

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 334).**

Basis of payment shall be under:

Items No. 334-1-xx Superpave Asphaltic Concrete - per ton.

Asphalt Concrete Friction Course

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 337).**

Basis of payment shall be under:

Items No. 337-7-xx Asphalt Concrete Friction Course - per ton.

Miscellaneous Asphalt Pavement

Included in the price of miscellaneous asphalt will be the cost of all work and materials associated with the following items:

105 Quality Control. **(Section 339).**

Basis of payment shall be under:

Item No. 339-1 Miscellaneous Asphalt Pavement - per ton.

Notes:

104 Erosion Control; 107 Litter Removal and Mowing; 110 Clearing and Grubbing; shall be included in the bid price for top lift of asphalt and included in one of the items listed above.

Prior to beginning any paving or milling activities, the Contractor is required to give 24-hour notice to the Engineer/CCEI.

IFB-604900-24/LNF – PAVEMENT MANAGEMENT PROGRAM



Asphalt Concrete and Friction Course In-Place unit bid price is to be based upon the total tonnage of all pay individual pay items in Group I combined.

GROUP II – Sand and Seal

Prime and Tack Coats for Base Courses

The pay item for Prime and Sand shall be a maintenance pay item only. Basis of payment shall be per square yard. The application of Prime and Sand or Tack on paving projects shall be included in the bid price of the asphalt under the 334 and 337 pay items. **(Section 916)**.

Basis of payment shall be under:

Item No. 2-1 Prime and Sand - per square yard.

Asphalt Membrane Interlayer

The pay item for Asphalt Membrane Interlayer includes cost of all work, materials, equipment, and incidentals associated with the application of asphalt binder material covered with a single application of aggregate, as specified in Section 341.

Basis of payment shall be under:

Item No. 341-1-1 Asphalt Membrane Interlayer - per square yard.

GROUP III – Milling Existing Asphalt

Milling Existing Asphalt Pavement (Contractor)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of the Contractor. **(Section 327)**.

Basis of payment shall be under:

Item No. 327-70A Milling Existing Asphalt Pavement - per square yard.

Milling Existing Asphalt Pavement (Yankee Lake)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 501 Yankee Lake Rd, Sanford. **(Section 327)**.

Basis of payment shall be under:

Item No. 327-70B Milling Existing Asphalt Pavement (Yankee Lake) - per square yard.

IFB-604900-24/LNF – PAVEMENT MANAGEMENT PROGRAM



Milling Existing Asphalt Pavement (Oviedo Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 1620 N. County Rd 426, Oviedo. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70C Milling Existing Asphalt Pavement (Oviedo Yard) - per square yard.

Milling Existing Asphalt Pavement (5 Points Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 4170 S. Orlando Dr. Sanford. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70D Milling Existing Asphalt Pavement (5 Points Yard) - per square yard.

Milling Existing Asphalt Pavement (Relocate)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County and is to be delivered by the Contractor to any location specified that is within 5 miles of the project limits. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70E Milling Existing Asphalt Pavement (Relocate) - per square yard.

Note:

Prior to beginning any paving or milling activities, the Contractor is required to give 24-hour notice to the Engineer/CCEI.

GROUP IV**Temporary Retroreflective Pavement Markers (RPM)**

Price for Temporary RPM shall include layout, materials and application of temporary RPM to supplement temporary lane lines. Payment shall be based on final measurements of RPM's. **(Section 102).**

Basis of payment shall be under:

Item No. 102-78 Temporary Retroreflective Pavement Markers - each.

IFB-604900-24/LNF – PAVEMENT MANAGEMENT PROGRAM



Temporary Pavement Markings

Price for Temporary Pavement Markings shall include layout, materials and application of paint and/or removable tape. Payment shall be based on final measurements of removable tape, painted stripes, or painted messages. **(Section 102 & 710).**

Basis of payment shall be under:

- Item No. 102-911-2 Removable Tape (White/Black) - 6" - per foot.
- Item No. 102-912-2 Removable Tape (Yellow) - 6" - per foot.
- Item No. 710-11-xxx Temporary Pavement Marking, Paint, Solid - per foot.
- Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Message - each.
- Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Arrow - each.

GROUP V – Miscellaneous Items

Liquidated Damages (LD)

This item (LD) is a project specific item to be used with a predetermined number of contract days for time of completion. All pertinent project information, including identification of roadway type (major/minor) and number of contract days shall be included in the bid solicitation documents. Any project exceeding the allowable contract days will be subject to LD's as determined by the Engineer/CCEI.

End of Project Punch list NOT completed within 30 days of completion of the project will be subject to LD's.

Time and weather shall be tracked and documented according to guidelines set by the FDOT Standard Specifications and amended in these contract documents.

General Conditions Sub-Section 3.2 is amended to include Article 5-2 of the 2019 FDOT Standard Specifications for Road and Bridge Construction regarding governing order of documents.

General Conditions Sub-Section 6.2.3: Work hours of 7:00 AM to 6:00 PM are amended to: 8:30 AM to 4:30 PM Monday thru Friday for daytime work, and 8:00 PM to 6:00 AM Sunday thru Thursday for nighttime work and can be superseded by the bid solicitation documents as required. Any work performed outside of the hours stated in the bid solicitation will NOT be accepted or paid for without prior approval or authorization of the Engineer/CCEI.

General Conditions Sub-Section 6.42 and 6.43: Work suspensions, contractor vacations, and non-designated County holidays are NOT included in the computation of contract time and will not be considered for time extensions.

General Conditions Sub-Sections 11.9.2 and 12.1.1.1.3: No days have been included in the Construction time estimate for utility adjustments. Time extensions will be granted, on a day for day basis, for delays caused by utility adjustments by others only if no other work can be completed during such time. Time extensions may be granted, on a day for day basis, for delays caused by the effects of rain or other inclement weather conditions only after 5 (five) weather days and if no other work can be completed during such time. Time extension due to weather shall be reviewed and approved by the Engineer/CCEI on a case-by-case basis.

IFB-604900-24/LNF – PAVEMENT MANAGEMENT PROGRAM



Time extensions granted under these sub-sections shall not be applied to MOT days specified in item 102-1 of the bid solicitation documents.

It is noted that Sub-Section 6-1.3 of the 2019 FDOT Standard Specifications regarding material certifications shall apply to this contract and shall not be superseded by the General Conditions.

Payment for LD is set at a rate of (-) **\$1000.00** for each day for minor streets/roads.
 Payment for LD is set at a rate of (-) **\$1500.00** for each day for major roads.
 Payment for LD is set at a rate of (-) **\$1000.00** for each day beyond the 30-day time frame for completion of the Punch List. The 30-day time frame will start the day after the completion of the milling and re-surfacing.

A roadway is determined to be a minor street/road if it has an ADT less than 4,000 vehicles per day; otherwise, it is considered a major road.

Basis of payment shall be under:

- Item No. 5-1 Liquidated Damages LD (For Major Roads) – per day.
- Item No. 5-2 Liquidated Damages LD (For Minor Streets/Roads) – per day
- Item No. 5-3 Liquidated Damages LD (For non-compliance of the 30-day time frame for completion of Punch List) – per day

Mobilization Charge

These items are intended to be used for two types of mobilization. Routine mobilization on projects shall include all labor, equipment, and material specified in Section 101. The price bid for routine mobilization shall not exceed 5% of the contract total. Emergency mobilization is also included to address special 24-hour emergency circumstances only. **(Section 101).**

Basis of payment shall be under:

- Item No. 101-1 Mobilization Charge - each.
- Item No. 101-2 Mobilization Charge for 24-hour emergency response - each.

Maintenance of Traffic (MOT)

The price for MOT shall be on a per day basis and shall be for a time not exceeding the MOT days specified in item 102-1 in the bid solicitation documents. Items included in this pay item will be the Arrow Board, required signs, channelizing devices, flaggers and other miscellaneous items typically required to maintain traffic.

Time extensions that may be granted for delays due to utility adjustments and/or inclement weather conditions will NOT be applied to the MOT days specified in item 102-1 the bid solicitation documents. NO compensation will be made for time that exceeds the MOT days specified in item 102-1 of the bid solicitation documents. The price bid for MOT shall not exceed \$1500 per day. **(Section 102).**

Basis of payment shall be under:

- Item No. 102-1 Maintenance of Traffic – per day.

Traffic Control Officer

The use of a Traffic Control Officer is defined in Section 102-7, as approved by the Engineer/CCEI.

IFB-604900-24/LNF – PAVEMENT MANAGEMENT PROGRAM



Payment shall be per hour (2 hour minimum) and based on the hours worked by the officer as recorded by the Engineer/CCEI. **(Section 102).**

Basis of payment shall be under:

Item No. 102-14 Traffic Control Officer – per hour.

Portable Changeable Message Sign (PCMS)

The use of PCMS shall be at the discretion and approval of the Engineer/CCEI. Payment shall be based on the number of signs certified as installed/used on the project as recorded by the Engineer/CCEI. **(Section 102).**

Basis of payment shall be under:

Item No. 102-99 Portable Changeable Message Sign – each day.

Rework Existing Asphalt Pavement

This item is intended to make corrections to existing asphalt surfaces using indirect heat primarily to facilitate drainage and eliminate ponding on existing asphalt roadways.

Basis of payment shall be under:

Item No. 324-1 Rework Existing Asphalt Pavement – per square yard.

Manhole and Water Valve Ring Adjustment

The price of this item is for removal/replacement/installation of a manhole riser ring or water valve cover to match the final asphalt surface. **(Section 425).**

Basis of payment shall be under:

Item No. 425-6 Water Valve or Similar Cover Adjustment - each.

Item No. 425-6A Manhole Ring Adjustment - each.

Asphaltic Concrete Curb

The price of this item is for the installation of asphalt curb. Maximum cross-sectional area of 0.5 square feet. **(Section 525).**

Basis of payment shall be under:

Item No. 525-1 Asphaltic Concrete Curb – per linear foot.

Speed Cushion

The price of this item is for the installation of asphalt speed cushion. **(Section 526 Supplemental Specifications).**

Basis of payment shall be under:

Item No. 526-1 Asphaltic Speed Cushion – each.

GROUP VI

FOB – Items

IFB-604900-24/LNF – PAVEMENT MANAGEMENT PROGRAM

Price for all items in this group will either be picked up at the asphalt plant by the County or delivered by the contractor where needed for Job Site items. **(Section 320; 334 & 337).**

Basis of payment shall be under:

- Item No. 6-1 SP-12.5 Asphaltic Concrete, Traffic C – per ton.
- Item No. 6-2 SP- 9.5 Asphaltic Concrete, Traffic C – per ton.
- Item No. 6-3 Asphaltic Concrete Friction Course, Traffic C, FC-12.5 (PG 76-22) – per ton.
- Item No. 6-4 Asphaltic Concrete Friction Course, Traffic C, FC 9.5 (PG 76-22) – per ton.
- Item No. 6-5 Asphalt Milling Material – per ton.
- Item No. 6-6 Tack Type RS-1/RS-2 – per gallon.

GROUP VII

Regular Excavation

The price for this item includes the grading excavation and removal of all materials. **(Section 120).**

Basis of payment shall be under:

- Items No. 120-1 Regular Excavation - per cubic yard.

Embankment

The price for this item includes all materials required to build an embankment. **(Section 120).**

Basis of payment shall be under:

- Item No. 120-6 Embankment- per cubic yard.

Flowable Fill

This item is intended to fill voids, stabilize shoulders on roadway or other location that may require a method of permanently addressing areas of concern, includes all labor, equipment and materials. **(Section 121).**

Basis of payment shall be under:

- Item No. 121-70 Flowable Fill – per cubic yard.

Type-B Stabilization

The price for Stabilized Sub-grade includes all labor, equipment and materials that will be required to construct and test a 12" Stabilized Sub-grade as specified by **(Section 160).**

Basis of payment shall be under:

- Item No. 160-4 12" Type-B Stabilization LBR 40 – per square yard.

Base

The price for the road base shall include all labor, equipment and materials that will be required to construct road base Group (1, 6, & 9). Base groups 1 and 6 shall consist of limerock (LBR 100) only. Base group 9 shall consist of limerock (LBR 100) or 6" Type B-12.5, as specified by the bid documents. **(Section 285).**

Basis of payment shall be under:

IFB-604900-24/LNF – PAVEMENT MANAGEMENT PROGRAM



Item No. 285-xxx Base Group- x - per square yard.

Performance Turf, Sod

The price for this item includes all work necessary to prepare the surface and place sod in areas indicated in the bid solicitation. **(Section 570).**

Basis of payment shall be under:

Item No. 570-1-2 Performance Turf, Sod – per square yard.

Shoulder Rework

The price for this item includes the grading and mixing of roadway shoulders according to FDOT Design Standard Index 105. Sodding of shoulder rework area is included in this item.

Basis of payment shall be under:

Item No. 577-70 Shoulder Rework - per square yard.

NOTES:

Performance Bond, Payment Bond and Materials and Workmanship Bonds will be required for this project.

IFB-604900-24/LNF – PAVEMENT MANAGEMENT PROGRAM



**SUPPLEMENTAL SPECIFICATIONS
FOR
PAVEMENT MANAGEMENT PROGRAM
SEMINOLE COUNTY FLORIDA
IFB-604900-24/LNF**

Prepared by:

Seminole County Public Works
Engineering Division



SUPPLEMENTAL SPECIFICATIONS

TABLE OF CONTENTS

SECTION 102 - MAINTENANCE OF TRAFFIC	3
SECTION 104 - PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION	4
SECTION 107 - LITTER REMOVAL AND MOWING	5
SECTION 110 - CLEARING AND GRUBBIING	6
SECTION 234 - SUPERPAVE ASPHALT BASE	7
SECTION 285 - OPTIONAL BASE COURSE	8
SECTION 327 - MILLING OF EXISTING ASPHALT PAVEMENT	9
SECTION 330 - HOT MIX ASPHALT – GENERAL CONSTRUCTION REQUIREMENTS..	11
SECTION 334 - SUPERPAVE ASPHALT CONCRETE.....	12
SECTION 526 - SPEED CUSHIONS.....	13
SECTION 710 - PAINTED PAVEMENT MARKINGS.....	14



**102 MAINTENANCE OF TRAFFIC
(FDOT 2019)**

SUBARTICLE 102-11.2 (Page 122) is deleted and the following substituted:

102-11.2 Traffic Control Officers: The quantity to be paid for traffic control officers as specified in 102-7(1) through (5) will be at the Contract unit price per hour (2 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicles and all other direct and indirect costs. Payment will be made only for those traffic control officers specified in the Plans and authorized by the Engineer.

SUBARTICLE 102-13.24 (Page 128) is deleted and the following substituted:

102-13.24 Payment Items: Payment will be made under:

Item No. 102-1	Maintenance of Traffic – lump sum.
Item No. 102-14	Traffic Control Officer – per hour.
Item No. 102-78	Temporary Retroreflective Pavement Markers – each.
Item No. 102-99	Portable Changeable Message Sign – per each per day.
Item No. 102-913	Removable Tape- per foot.
Item No. 710-11-	Temporary Pavement Marking – Paint.

END OF SECTION 102



**104 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER
POLLUTION
(FDOT 2019)**

ARTICLE 104-10 (Page136-137) is deleted and the following substituted:

104-10 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section, including construction and routine maintenance of temporary erosion control features.

Any additional costs resulting from compliance with the requirements of this Section, other than construction, routine maintenance, and removal of temporary erosion control features, will be included in the Contract unit prices for the top lift of asphalt items.

A separate payment will not be made for the cost of constructing temporary earth berms along the edges of the roadways to prevent erosion during grading and subsequent operations. The Contractor shall include these costs in the Contract prices for grading items.

Additional temporary erosion control features constructed as directed by the Engineer will be paid for as unforeseeable work.

In case of repeated failure on the part of the Contractor to control erosion, pollution, or siltation, the Engineer reserves the right to employ outside assistance or to use the County's own forces to provide the necessary corrective measures. Any such costs incurred, including engineering costs, will be charged to the Contractor and appropriate deductions made from the monthly progress estimate.

Payment will be made with payment for the top lift of asphalt, including one of the following:

- Item No. 334-1- Superpave Asphaltic Concrete – per ton.
- Item No. 337-7- Asphalt Concrete Friction Course - per ton.
- Item No. 339-1 Miscellaneous Asphalt Pavement – per ton.

END OF SECTION 104



**107 LITTER REMOVAL AND MOWING
(FDOT 2019)**

ARTICLE 107-4 (Page 155) is deleted and the following substituted:

107-4 Basis of Payment.

For litter removal, price and payment will be full compensation for all work specified in this section.

For mowing, price and payment will be full compensation for all work specified in this section.

Payment will be made with payment for the top lift of asphalt, including one of the following:

- Item No. 334-1- Superpave Asphaltic Concrete – per ton.
- Item No. 337-7- Asphalt Concrete Friction Course – per ton.
- Item No. 339-1 Miscellaneous Asphalt Pavement – per ton.

END OF SECTION 107



**110 CLEARING AND GRUBBING
(FDOT 2019)**

SUBARTICLE 110-12.8 (Page 166) is deleted and the following substituted:

110-12.8 Payment Items: Payment will be made with payment for the top lift of asphalt, including one of the following:

- Item No. 334-1- Superpave Asphaltic Concrete – per ton.
- Item No. 337-7- Asphalt Concrete Friction Course - per ton.
- Item No. 339-1 Miscellaneous Asphalt Pavement – per ton.

END OF SECTION 110



**234 SUPERPAVE ASPHALT BASE
(FDOT 2019)**

ARTICLE 234-10 (Page 231) is deleted and the following substituted:

234-10 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section, including the applicable requirements of Section 320, 330 and 334. The bid price for the asphalt mix will include the cost of the liquid asphalt binder or the asphalt recycling agent and the tack coat application as directed in 300-8.

Payment will be made under:

Item No. 285-709-B Base Group 09 (6" Type B-12.5) – per square yard.

234 OPTIONAL BASE COURSE



(FDOT 2019)

ARTICLE 285-9 (Page 237-238) is deleted and the following substituted:

285-9 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section, including tack coat between base layers, prime coat, cover material for prime coat, bituminous material used in bituminous plant mix, and cement used in soil-cement.

For Superpave asphalt base course, a pay adjustment based upon the quality of the material will be applied in accordance with 334-8.

Where the Plans include a typical cross-section which requires the construction of an asphalt base only, price adjustments for bituminous material provided for in 9-2.1.2 will apply to that typical cross-section. For typical cross-sections which permit the use of asphalt or other materials for construction of an optional base, price adjustments for bituminous material provided for in 9-2.1.2 will not apply.

Payment will be made under:

Item No. 285-701	Base Group 01 (Limerock LBR 100) – per square yard.
Item No. 285-706	Base Group 06 (Limerock LBR 100) – per square yard.
Item No. 285-709-A	Base Group 09 (Limerock LBR 100) – per square yard.
Item No. 285-709-B	Base Group 09 (6" Type B-12.5) – per square yard.

END OF SECTION 285



327 MILLING OF EXISTING ASPHALT PAVEMENT (FDOT 2019)

ARTICLE 327-1 (Page 265) is deleted and the following is substituted:

327-1 Description.

Remove existing asphalt concrete pavement by milling to improve the rideability and cross slope of the finished pavement, to lower the finished grade adjacent to existing curb before resurfacing, or to completely remove existing pavement.

When milling to improve rideability, the Plans will specify an average depth of cut.

There are 5 potential destinations of the milled material that will be defined by the pay item numbers. The potential destinations are as follows:

- A. Contractor shall take ownership of milled material.
- B. Contractor shall haul the milled material to the County's Yankee Lake facility.
- C. Contractor shall haul milled material to the County's Oviedo facility.
- D. Contractor shall haul milled material to the County's 5 Points facility.
- E. Contractor shall haul milled material to a location determined by the Engineer and within 5 miles of the project limits.

SUBARTICLE 327-3.1 (Page 265-266) is deleted and the following is substituted:

327-3.1 General. Remove the existing raised pavement markers (RPM's) before milling. Include the cost of removing existing RPMs in the price for milling.

When milling to improve rideability or cross slope, remove existing pavement to the average depth specified in the Plans, in a manner that will restore the pavement surface to a uniform cross-section and longitudinal profile. The Engineer may require the use of a stringline to ensure maintaining the proper alignment.

Establish the longitudinal profile of the milled surface in accordance with the milling plans. Ensure the final cross slope of the milled surface parallels the surface cross slope shown in the Plans or as directed by the Engineer. Establish the cross slope of the milled surface by a second sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The Plans may waive the requirement of automatic grade or cross slope controls where the situation warrants such action.

Operate the milling machine to minimize the amount of dust being emitted. The Engineer may require pre-wetting of the pavement.

Provide positive drainage of the milled surface and the adjacent pavement. Perform this operation on the same day as milling. Repave milled surfaces greater than 1-1/2 inches before the end of that day's work shift. Unless pre-approved by the County/CCEI, any milled surfaces greater than 1-1/2 inches that is not repaved by the end of the day's production, then the milled square yard quantity will not be paid. If the milled surface is not repaved after 24 hours of milling, all milling operations will be stopped until the milled surface has been repaved. Milled surfaces less than or equal to 1-1/2 inches to be paved back no later than 24 hours after the surface is milled. Unless pre-approved by the County/CCEI, any milled surfaces less than or equal to 1-1/2 inches not repaved after the 24-hour time frame, then the milled square yard quantity will not be paid. All milled surfaces to be repaved prior to weekends and holidays. The contractor shall be responsible for protecting all exposed milled surfaces from any kind of damage. Any exposed surface damage shall be repaired by the contractor at no additional cost or time prior to repaving as determined by the Engineer/CCEI.



If traffic is to be maintained on the milled surface before the placement of the new asphalt concrete, provide suitable transitions between areas of varying thickness to create a smooth longitudinal riding surface. Produce a pattern of striations that will provide an acceptable riding surface. The Contractor will control the traveling speed of the milling machine to produce a texture that will provide an acceptable riding surface.

Before opening an area, which has been milled to traffic, sweep the pavement and gutters with a street sweeper or other approved equipment to remove, to the greatest extent practicable, fine material which will create dust under traffic. Sweep in a manner to minimize the potential for creation of a traffic hazard and to minimize air pollution. Do not sweep or allow milled asphalt into inlets.

Sweep the milled surface with a street sweeper before placing asphalt concrete. No other equipment may be used without prior approval by the Engineer.

Perform the sweeping operation immediately after milling operations or as directed by the Engineer.

ARTICLE 327-6 (Page 268) is deleted and the following is substituted:

327-6 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section, including hauling off and stockpiling or otherwise disposing of the milled material.

Payment will be made under:

- Item No. 327- 70A Milling Existing Asphalt Pavement (Contractor) - per sq. yd.
- Item No. 327- 70B Milling Existing Asphalt Pavement (Yankee Lake) - per sq. yd.
- Item No. 327- 70C Milling Existing Asphalt Pavement (Oviedo Yard) - per sq. yd.
- Item No. 327- 70D Milling Existing Asphalt Pavement (5 Points Yard) - per sq. yd.
- Item No. 327- 70E Milling Existing Asphalt Pavement (Relocate) - per sq. yd.



END OF SECTION 327**330 HOT MIX ASPHALT – GENERAL CONSTRUCTION REQUIREMENTS
(FDOT 2019)**

SUBARTICLE 330-4.1 (Page 270) is deleted and the following is substituted:

330-4.1 Cleaning: Before placing the mixture, clean the surface of the base or underlying pavement of all loose and deleterious material by the use of a street sweeper. No other equipment may be used without prior approval by the Engineer, supplemented by hand brooming where necessary.

SUBARTICLE 330-7.1 (Page 273) is deleted and the following is substituted:

330-7.1 General Requirements: When density testing for acceptance is required, select equipment, sequence, and coverage (number of times the roller passes over a given area of pavement) of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent effective compaction may not be achieved or the rollers begin to damage the pavement.

No vibratory compaction will be allowed on any projects without prior approval of the Engineer. Compaction shall be in static mode only. Other non-vertical vibratory modes of compaction will be allowed, if approved by the Engineer; however, no additional compensation, cost or time, will be made.

END OF SECTION 330

334 SUPERPAVE ASPHALT CONCRETE (FDOT 2019)

SUBARTICLE 334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture subject to the following requirements: paragraph 1 is deleted and the following substituted:

1. When using a PG 76-22 asphalt binder in friction course mixtures, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of the total asphalt binder comes from the RAP material. When using a PG 76-22 asphalt binder in structural course mixtures, refer to 334-2.3.6. RAP is not allowed in mixtures containing High Polymer asphalt binder. High Polymer asphalt is defined in Section 916.

SUBARTICLE 334-2.3.6 Allowable RAP Percentages for Type SP Structural Mixtures with PG 76-22 Asphalt Binder is being added.

334-2.3.6 Allowable RAP Percentages for Type SP Structural Mixtures with PG 76-22 Asphalt Binder: For Type SP structural mixtures using PG 76-22 asphalt binder, select the percentage of RAP material based on Table 334-2A.

		Coarse RAP	Intermediate RAP	Fine RAP
Gradation % Passing #16 Sieve ²		≤ 40%	> 40% to ≤ 50%	> 50%
PG _{HT} > 100.0° C	Allowable RAP Percentage	≤ 25%	≤ 20%	≤ 20%
PG _{HT} ≤ 100.0° C		≤ 30%	≤ 25%	
Notes: 1. RAP aggregate by weight of total aggregate or RAP binder by weight of total binder. 2. RAP gradations based on ignition oven extraction of RAP material in accordance with FM 5-563. 3. PG _{HT} : asphalt binder high temperature continuous performance grade of RAP in accordance with Section 916.				

SUBARTICLE 334-5.4.4 Table 334-4 Master Production Range (Page 291) is deleted and the following substituted.

Table 334-4 Master Production Range	
Characteristic	Tolerance ⁽¹⁾
Asphalt Binder Content (%)	Target ±0.55
Passing No. 200 Sieve (%)	Target ±1.50
Air Voids (%)	2.30 – 6.00
Density (minimum % Gmm) ⁽²⁾	89.50
(1) Tolerances for sample size of n = 1 from the verified mix design (2) Based on an average of three to five randomly located cores	

under:

**END OF
SECTION 334**

**526 Asphalt
Speed Cushion**

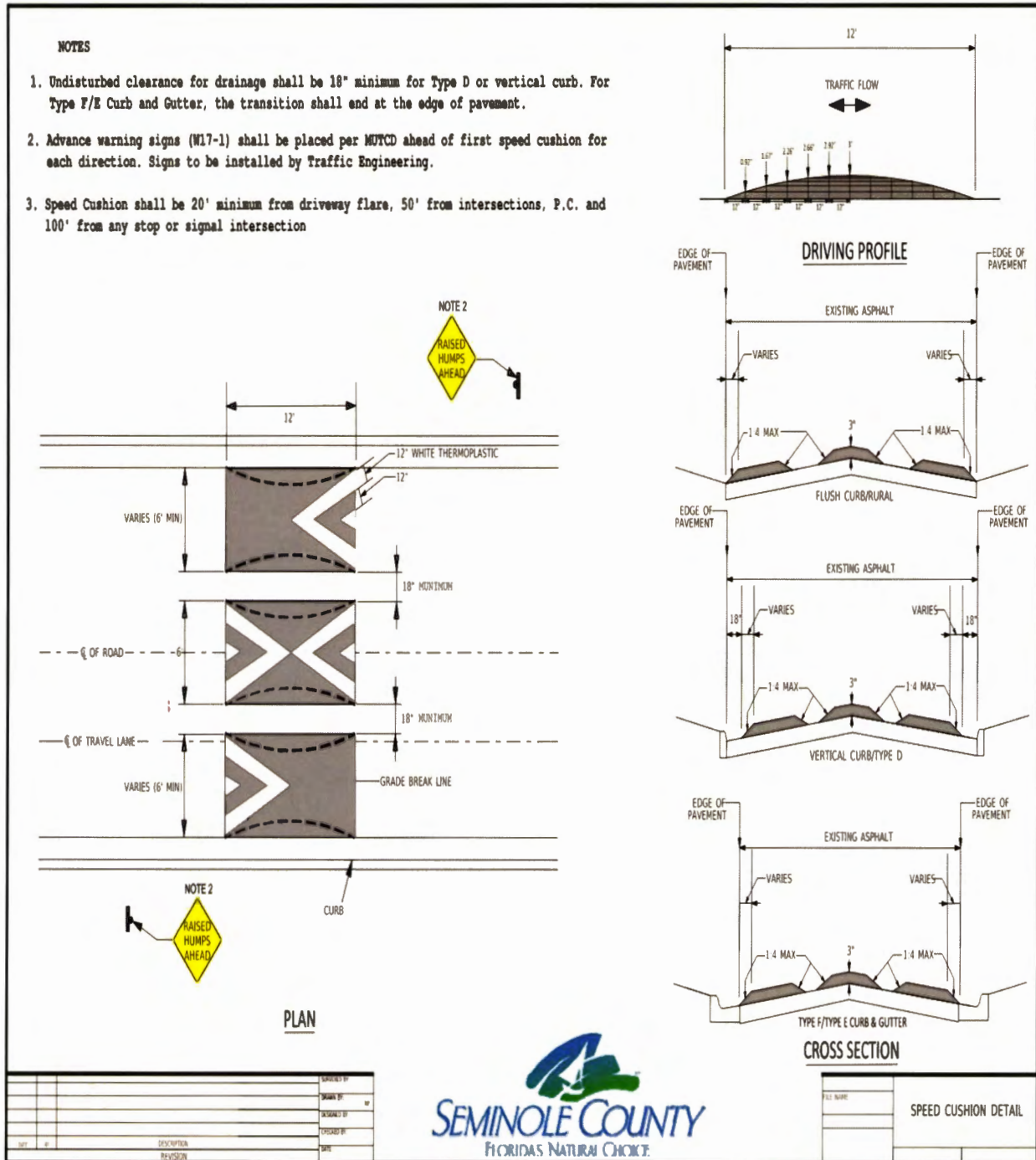
**526-1 Payment
Items: Payment
will be made**

END OF SECTION 334



Item No. 526-1- Asphalt Speed Cushion, -

Each.



END OF SECTION 526

**710 PAINTED PAVEMENT MARKINGS
(FDOT 2019)**

SUBARTICLE 710-11.3 (Page 1014) is deleted and the following substituted:

710-11.3 Payment Items: Payment will be made under:

Item No. 710-11- Temporary Pavement Markings,
Paint Solid - per linear foot.
Paint Message - each.
Arrows - each.

END OF SECTION 710





**GENERAL CONDITIONS
FOR
PAVEMENT MANAGEMENT PROGRAM
SEMINOLE COUNTY FLORIDA
IFB-604900-24/LNF**



TABLE OF CONTENTS

DIVISION I OF THE STANDARD SPECIFICATIONS

(Note: Division II "Construction Details" and Division III "Materials" are incorporated by reference to Florida Department of Transportation, Standard Specifications For Road and Bridge Construction, 2019.)

GENERAL CONDITIONS

<i>Sections</i>	<i>Page</i>
1. Definitions/Interpretations	2
2. Preliminary Matters	8
3. Contract Documents; Intent and Reuse	10
4. Availability of Lands; Physical Conditions; Reference Points	12
5. Bonds	16
6. Contractor's Responsibilities	17
7. Work by Others	44
8. County's Responsibilities	46
9. Engineers' and Engineer's of Record Status During Construction	47
10. Changes in the Work	52
11. Changes in Contract Price or Contract Time	54
12. Schedules	61
13. Warranty or Guarantee, Tests and Inspections, Connections, Removal or Acceptance of Defective Work	64
14. Payments to Contractor and Completion	68
15. Suspension of Work and Termination	73
16. Value Engineering Incentive	76
17. Miscellaneous	79
18. Measurement and Payment	81
19. Contract Claims Resolution	83



**DIVISION I STANDARD SPECIFICATIONS
GENERAL CONDITIONS**

SECTION 1 - DEFINITIONS/INTERPRETATIONS

1.1 Definitions.

Whenever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof.

Addenda - Written or graphic instruments issued prior to the date for opening Bids which modify or interpret the Bidding Documents by additions, deletions, corrections or clarifications.

Acceptance, Final Acceptance - The formal action by COUNTY accepting the Work as being complete after certification by ENGINEER of Final Completion.

Agreement - The written Agreement between COUNTY and CONTRACTOR covering the Work to be performed; other Contract Documents are incorporated in or referenced in the Agreement and made a part thereof as provided therein.

Apparent Low Bidder - The Bidder submitting the lowest Bid at the Bid opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

Application for Payment - The form furnished in the Contract Documents which is to be used in processing Partial or Final Payments to CONTRACTOR and which shall contain an affidavit by CONTRACTOR that Partial Payments theretofore received from COUNTY on account of the Work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR's obligations stated in prior Applications for Payment. The application includes such supporting documentation as required by the Contract Documents.

Bid - The offer or proposal of a Bidder submitted in the prescribed manner on the prescribed forms to perform the Work in accordance with the Contract Documents.

Bidder - The individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work directly to COUNTY through an authorized representative.

Bidding Documents - The Invitation For Bid, Instructions to Bidders, Bid Forms, Addenda, Bid Bond, Sworn Statement Under Section 287.133(3)(a), Florida Statutes, Bidder Information, Non-Collusion Affidavit Of Bidder, Certificate of Non-segregated Facilities, List of Subcontractors and Major Materials Suppliers, Plans and Specifications, Agreement, General Conditions, Contract Documents, Bonds, Technical Specifications if applicable, CONTRACTOR's Insurance Requirements, Certificates, and Insurance Policies.

Bid Security - The security designated in the Instructions to Bidders.

Bonds - Instruments of security furnished by CONTRACTOR and his Surety in accordance with the Contract Documents.

Change Order - A written instrument issued on or after the Effective Date of the Agreement, which when duly executed by COUNTY and CONTRACTOR amends the Contract Documents to provide for changes in the Work or in the provisions of the Contract Documents, or changes in Contract Price or Contract Time, or any combination thereof.

Consultant - The professional engineer or engineering firm registered in the State of Florida who performs professional engineering services for the COUNTY other than COUNTY personnel. The Consultant may be the ENGINEER OF RECORD or may provide services through and be subcontracted to the ENGINEER OF RECORD.



Contract Claim - Any dispute arising out of or related to the Contract Documents between the COUNTY and CONTRACTOR including, but not limited to, any demand or assertion by one of the parties seeking any equitable adjustment of the Contract Price, Contract Time or other relief with respect to the Contract Documents.

Contract Documents - Those documents named in the Agreement.

Contract Price - The total compensation, subject to authorized adjustments, payable by COUNTY to CONTRACTOR for satisfactory completion of all Work under the Contract Documents as stated in the Agreement.

Contract Time - The period of time allotted in the Contract Documents, subject to authorized adjustments, for Substantial Completion and Final Completion of the Work, or other interim completion dates identified in the Contract Documents.

CONTRACTOR - The individual, partnership, corporation, joint venture, or other legal entity or combination thereof who has entered into the Agreement with COUNTY for the performance of the Work. The term "CONTRACTOR" means CONTRACTOR or its authorized representative.

Controlling Work Items - Those Work items that are directly interrelated such that each has a definite influence on progress of the critical path scheduling of the overall Work.

Cost and Pricing Data - Refers to all data available to or relied upon by CONTRACTOR in negotiating, pricing or costing Work covered by a Change Order or a Change Request, or involved in a Contract Claim.

COUNTY - Seminole County, a political subdivision of the State of Florida; the owner.

Date of Commencement of the Contract Time - The date given by the Notice to Proceed when the Contract Time commences to run.

Day - A calendar day of 24 hours lasting from midnight one day to midnight the next day.

Defect or Defective - A reference to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Final Acceptance (unless responsibility for the protection thereof has been assumed by COUNTY).

Department or The Department - The Seminole County Public Works Department, Engineering Division in FDOT's (Florida Department of Transportation) Standard Specification for Road and Bridge Construction, and Standard Plans for Road Construction, 2019.

Drawings, Plans - The drawings, plans or reproduction thereof, which show scope, character, location, dimensions, and other details of the Work to be performed under the Contract Documents.

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

ENGINEER - The Seminole County Engineer or Owner's Representative acting directly or through duly authorized representatives or Consultants who may serve as the COUNTY's ENGINEERS of construction, engineering and inspection; such representatives or Consultants acting within the scope of the duties and authority assigned to them.

ENGINEER OF RECORD - The professional engineer or engineering firm contracted with by the COUNTY or employed by COUNTY and registered in the State of Florida who develops criteria and concept for the



Work, performs the analysis and is responsible for the preparation of the Plans and Specifications. The ENGINEER OF RECORD may be COUNTY in-house staff or a Consultant retained by the COUNTY.

Equipment - The Machinery and Equipment, together with the necessary supplies for upkeep and maintenance thereof; also, the tools and all other apparatus necessary, for the construction and acceptable completion of the Work.

Field Order - A written instrument issued by ENGINEER to CONTRACTOR which orders minor variations in the Work, as opposed to a change in the Work, and which does not involve an adjustment in Contract Price or Contract Time.

Final Completion - That date when (a) the Work is complete in accordance with the Contract Documents including the minor items identified during the inspection described in these General Conditions, and (b) the CONTRACTOR has submitted its request for Final Payment including the CONTRACTOR's Release and all Subcontractor Affidavits.

General Conditions - Division I of the Standard Specifications.

Holidays - Days designated by Seminole County as legal holidays. These days are:

New Year's Day	-	January 1st
Martin Luther King's Birthday	-	Third Monday in January
Memorial Day	-	Last Monday in May
Independence Day	-	July 4th
Labor Day	-	First Monday in September
Veteran's Day	-	November 11
Thanksgiving Day	-	Fourth Thursday in November
Day After Thanksgiving Day	-	Fourth Friday in November
Christmas Day	-	December 25th

Inspector or Field Representative - An authorized representative of the ENGINEER, assigned to make official inspections of the Materials furnished and of the Work performed by the CONTRACTOR.

Laws and Regulations; Laws or Regulations - Laws, Rules, Regulations, Ordinances, and/or court or administrative Orders of the federal, state and local governments.

Low Bidder - The lowest responsive, responsible Bidder.

Lump Sum - A pay item within the Contract Documents, which is paid without regard to quantities or units of measure.

Major Item of Work - Any item of Work having an original value in excess of five percent of the original Contract Price shall be considered as a major item of Work.

Materials - Any substances to be incorporated in the Work under the Contract Documents.

Notice of Award - The written notice of the acceptance of the Bid from COUNTY to Low Bidder.

Notice to Proceed - The written notice issued by COUNTY to CONTRACTOR authorizing it to proceed with the Work and establishing the Date of Commencement of the Contract Time.

Owner - Refer to definition of COUNTY.

Payment Bond - The security furnished by CONTRACTOR and its Surety as a guarantee that CONTRACTOR will pay in full all bills and accounts, from claimants as defined in Chapter 713, Florida Statutes, or as amended, for Material, labor, services and supplies used directly or indirectly in the



prosecution of the Work. The covered amount of the Payment Bond is separate and distinct from the covered amount of the Performance Bond.

Plans - The approved plans, including reproductions thereof, showing the location, character, dimensions and details of the Work to be done.

Performance Bond - The security furnished by CONTRACTOR and its Surety as a guarantee that CONTRACTOR will perform all of its contractual obligations in accordance with the terms of the Contract Documents. The covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

Progress Schedule - All documentation related to the planning and scheduling of the Work as described in the Contract Documents.

Project - The total construction of which the Work to be provided under the Contract Documents is a part as indicated elsewhere in the Contract Documents.

Project Manager - The authorized representative of ENGINEER who is assigned to the Project.

Request for Information - CONTRACTOR's inquiries for information as submitted on the Request for Information form included in the Contract Documents.

Right-of-Way - The land which the COUNTY has title to, or right of use, for the road and its structures and appurtenances, and for Material pits furnished or to be furnished by the COUNTY.

Shop Drawings - All Drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate Material or Equipment for some portion of the Work, specifically indicating how CONTRACTOR will comply with the Contract Documents.

Specifications - The directions and provisions contained herein, together with all stipulations contained in the Contract Documents, setting out or relating to the quality of the Work or conditions under which Work shall be performed, or to the quantities and qualities of Materials and labor to be furnished under the Contract Documents.

Standard Specifications - The covenants, directions, provisions and requirements set forth in Division I "General Conditions" set forth in this document, Division II "Construction Details" and Division III "Materials". Division II "Construction Details" and Division III "Materials" are incorporated by reference to Florida Department of Transportation's, Standard Specifications For Road and Bridge Construction, (2019).

Subagreement - A contract or purchase order awarding a part of the Work under the Contract Documents to a Subcontractor, Supplier or other person or entity.

Subcontractor - An individual, partnership, corporation, joint venture, or other combination thereof having a Subagreement with CONTRACTOR for (a) the performance of labor in connection with part of the Work at the site; or (b) for both performing labor in connection with part of the Work at the site and furnishing items of Materials or Equipment for incorporation into the Work. Subcontractor also means an individual, partnership, corporation, joint venture, or other combination thereof who has a Subagreement with another Subcontractor to perform any of the Work at the site.

Substantial Completion - That date when (a) the Work is complete in accordance with the Contract Documents, with the exception of the minor items identified during the inspection described in these General Conditions, and (b) the Work can be utilized for the purposes for which it is intended, as may be evidenced by successful completion of all specified pre-operational start-up and demonstration tests. The



terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Superintendent - The CONTRACTOR's authorized representative, who must be a principal or employee of the CONTRACTOR, in responsible charge of the Work.

Supplemental Agreement - A written agreement between the CONTRACTOR and the COUNTY, and signed by the Surety, modifying the contract within the limitations set forth in the Standard Specifications.

Supplementary Conditions - The part of the Contract Documents which amends or supplements these General Conditions.

Supplier - A manufacturer, fabricator, Supplier, distributor, materialman or vendor.

Surety - The corporate body which is bound by the Bonds required by the Contract Documents with and for the CONTRACTOR and which agrees to be responsible for performance of the Work for which the Agreement has been made and for payment of all costs pertaining thereto.

Technical Specifications - Directions and provisions relating to the quality of the Work or conditions under which Work shall be performed and described in the Technical Specifications section of these Contract Documents.

Total Bid - Amount stated in the Bid Form by the Bidder as the Bidder's offer to furnish all labor, Materials and Equipment to perform all Work in strict accordance with the Contract Documents. If an Agreement is awarded to a Bidder, the Total Bid amount shall be the Contract Price.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or Materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price - Amount stated in the Contract Documents as a price per unit of measurement for Materials or services required in the Work.

Unit Price Work - Work to be paid on the basis of Unit Prices.

Value Engineering Change Proposal - A cost reduction proposal initiated and developed by the CONTRACTOR for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of Work.

Warranty Period - The period of time within which CONTRACTOR shall promptly, without cost to COUNTY and in accordance with COUNTY's written instructions, either correct Defective Work or, if it has been rejected by COUNTY, remove it from the site and replace it with non-Defective Work. The Warranty Period does not limit the CONTRACTOR's warranty that the Work has been completed in accordance with the Contract Documents.

Work - All labor, permits, bonds, equipment, Materials and incidentals required for the construction of the improvement by the Contract Documents, including superintendence, use of Equipment and tools, and all services and responsibilities prescribed or implied, which are necessary for the complete performance by the CONTRACTOR of his obligations under the Contract Documents. Unless otherwise specified herein or in the Contract Documents, all costs of liability and of performing the Work shall be at the CONTRACTOR's expense.



1.2 Interpretations.

1.2.1 Any reference to a Section or subsection in these General Conditions without identification of the particular Section or subsection shall mean a reference to these General Conditions.

1.2.2 Each Section in these General Conditions is composed of sub-sections, numbered as this subsection 1.2 is numbered; parts, numbered as this part 1.2.2 is numbered; and sub-parts - all of which are generally referred to as subsections. A reference to a sub-section means a reference to the entire sub-section, or to a part, or a sub-part, or any combination of them, depending on the intent of the reference.

1.2.3 Often, the Contract Documents omit the modifying word "all" and "any", and the articles "the" and "an". However, omitting modifiers or articles from, or inserting any of them into, a statement shall not in any way affect the meaning or interpretation of either statement.

1.3 Abbreviations.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
AGC	The Associated General Contractors of America, Inc.
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
AREA	American Railway Engineering Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWPA	American Wood Preservers Association
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
FDOT	Florida Department of Transportation
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code (As recommended by the National Fire Protection Association)
NEMA	National Electrical Manufacturers Association
SAE	Society of Automotive Engineers
SSPC	Steel Structures Painting Council

Each of the above abbreviations, when followed by a number or letter designation, or combination of numbers and letters, shall be understood to designate a specification, test method or other code or recommendation of the particular authority or organization so shown.



SECTION 2 - PRELIMINARY MATTERS

2.1 Copies of Documents. COUNTY shall furnish to CONTRACTOR one copy of the Contract Documents free of charge. CONTRACTOR will be responsible for obtaining additional copies.

2.2 Commencement of the Contract Time; Notice to Proceed.

2.2.1 The Contract Time will commence to run on the Day indicated in the Notice to Proceed. The Notice to Proceed may indicate a Date of Commencement of the Contract Time any time within thirty days after the Effective Date of the Agreement.

2.2.2 CONTRACTOR shall start to perform the Work on the Date of Commencement of the Contract Time. No Work shall be done at the site prior to the date on which the corresponding Contract Time commences to run unless otherwise authorized in writing by COUNTY.

2.2.3 Prior to the issuance of a Notice to Proceed, a preconstruction conference shall be attended by the CONTRACTOR and his subcontractors, ENGINEER and COUNTY and other entities as applicable to the Work at which time a date will be established for the issuance of the Notice to Proceed. Thereafter, the Notice to Proceed shall be sent by the COUNTY's Purchasing and Contracts Division for execution no later than five (5) calendar days prior to the date listed on the Notice to Proceed. The CONTRACTOR shall return the executed Notice to Proceed to the COUNTY by the date indicated on the Notice to Proceed. The failure of the CONTRACTOR to comply with this provision will not change the Contract Time.

2.3 Before Starting Construction.

2.3.1 Before undertaking each part of the construction, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR or any of his Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; provided, however, CONTRACTOR shall not be liable to COUNTY or ENGINEER for failure to report any conflict, error or discrepancy unless CONTRACTOR or any of his Subcontractors or suppliers had actual knowledge thereof or should reasonably have known thereof.

2.3.2 Before starting construction, CONTRACTOR shall submit to ENGINEER for review a preliminary Progress Schedule indicating the starting and completion dates of the various stages of the Work, a proposed schedule of Shop Drawing submissions, and a listing of manpower and cash flow projections through the Contract Time.

2.3.3 COUNTY or ENGINEER will review and return the schedules submitted in accordance with this Section and CONTRACTOR, if required, shall revise, adjust or modify and resubmit acceptable schedules at least thirty (30) Days following the Notice To Proceed date or ten (10) days before submission of the first Application for Payment whichever shall first occur.

2.3.4 Before starting construction, the CONTRACTOR shall initiate his coordination and scheduling of the work by utility contractors, the COUNTY's own forces, and others performing work at the Project site by directly contacting the superintendent of each person performing work at the Project site to review the projected schedules of each other entity performing work at the Project site to assure that CONTRACTOR's Progress Schedule and meeting discussions address the starting and completion dates of all aspects of the work at the Project site whether the work is being performed by CONTRACTOR or others.

2.4 Preconstruction Conference. Prior to commencement of Work at the site, a conference will be held for review of the schedules, to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. CONTRACTOR shall attend such conference and shall require any or all of its Subcontractors and Suppliers, as COUNTY directs, to attend the conference. For Projects and Work



involving the COUNTY Utilities Division, a separate utilities preconstruction conference shall be scheduled between the COUNTY, ENGINEER, CONTRACTOR, utility subcontractors and appropriate COUNTY Utilities Division personnel. After the utilities preconstruction conference, the COUNTY Utilities Division is responsible for issuance of an Underground Utilities Permit. No Work involving COUNTY utilities may commence until the Underground Utilities Permit is issued.



SECTION 3 - CONTRACT DOCUMENTS; INTENT AND REUSE.**3.1 Applicable Law; Intent.**

3.1.1 The Contract Documents comprise the entire agreement between COUNTY and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be governed by the laws of the State of Florida and venue shall be in Seminole County for state actions and the Middle District of Florida for federal actions.

3.1.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, Materials or Equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, Materials or Equipment, such words shall be interpreted in accordance with that meaning. Reference to specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental entity whether such reference be specific or by implication, shall mean the latest specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of COUNTY, CONTRACTOR, ENGINEER OF RECORD or ENGINEER, or any of their consultants, agents or employees from those expressly set forth in the Contract Documents, nor shall it assign to COUNTY or ENGINEER, or any of their consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Sections 8 or 9 of these General Conditions.

3.2 Priority of the Contract Documents.

3.2.1 If, during the performance of the Work, the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from ENGINEER. However, CONTRACTOR shall not be liable to COUNTY or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. ENGINEER will promptly investigate the matter and respond to CONTRACTOR with an interpretation or clarification. After CONTRACTOR's discovery of such a conflict, error or discrepancy, or after the date when CONTRACTOR should have reasonably known thereof, until the interpretation or clarification is obtained from ENGINEER, any Work done by CONTRACTOR which is directly or indirectly affected by same, will be at CONTRACTOR's own risk and CONTRACTOR shall bear all costs and delay arising therefrom.

3.2.2 In resolving conflicts, errors or discrepancies, the Contract Documents shall be construed as one, what is required by one document shall be construed as being required by all Contract Documents.

3.2.3 If an issue of priority pertains to Divisions II and III of the Standard Specifications and the Drawings, figured dimensions shall govern over scaled dimensions, but Work not dimensioned shall be as directed, and Work not particularly shown, identified, sized, or located shall be the same as similar parts that are shown or specified. Further, detail Drawings shall govern over general drawings, larger scale drawings take precedence over smaller scale drawings, Change Order Drawings govern over Contract Drawings, and Contract Drawings govern over standard or Shop Drawings. In all cases where notes, specifications, sketches, diagrams, details or schedules in the Specifications or in the Drawings, or between the Specifications and the Drawings, conflict, the higher cost requirement shall be furnished by CONTRACTOR, unless otherwise directed by ENGINEER.

3.2.4 If the issue of priority is due to a conflict or discrepancy between express provisions of the Contract Documents and any referenced specification, manual, or code of any technical society, organization or association, the provisions of the Contract Documents will take precedence if they are more stringent or



presumptively cause a higher level of performance. If there is any conflict or discrepancy between standard specifications, manuals, or codes of any technical society, organization or association, or between Laws or Regulations, the provision with the higher cost requirement shall be binding on CONTRACTOR, unless otherwise directed by ENGINEER.

3.2.5 In accordance with the intent of the Contract Documents, CONTRACTOR recognizes and accepts that compliance with the priority order specified shall not justify an increase in Contract Price or extension in Contract Time.

3.3 Use of Forms Provided. Unless COUNTY provides in writing to the contrary, only those forms provided by COUNTY with the sole exception of the Bid Bond shall be used and no modifications or substitutions shall be allowed.

3.4 Re-use of Documents. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization (other than COUNTY) shall acquire any title to or have ownership rights of any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER OF RECORD; and they shall not be reused on extensions of the Project or any other project nor shall they be generally published without written consent of COUNTY.



SECTION 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**4.1 Availability of Lands.**

4.1.1 COUNTY shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, Rights-of-Way and easements (permanent or temporary construction easements), and those other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by COUNTY, unless otherwise provided in the Contract Documents. Any additional lands, Rights-of-Way and easements not furnished by COUNTY that CONTRACTOR deems necessary, including but not limited to requirements for temporary construction facilities, access and egress, or for storage, shall be obtained by CONTRACTOR at no increase in Contract Price or extension in Contract Time, and CONTRACTOR shall confine his operations to those areas furnished by COUNTY or obtained at its expense.

4.1.2 CONTRACTOR shall obtain permits and written approvals (and submit copies to COUNTY before utilization of those areas) from the appropriate governmental entity or property owner(s), for use of lands not furnished by COUNTY; and for all lands which include borrow pits, waste and disposal areas, such permits and approvals shall specify their treatment during and at completion of construction.

4.1.3 Access to COUNTY or municipal structures, hydrants, valves, manholes, fire alarms, etc., shall not be obstructed by CONTRACTOR. CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written notice to and securing written approval from the appropriate governmental entity.

4.2 Physical Conditions (Including Underground Facilities).

4.2.1 The Contract Documents may identify reports of explorations and tests of subsurface conditions at the site, and those drawings of physical conditions in or relating to existing surface and subsurface structures or Underground Facilities owned by COUNTY which are at or contiguous to the site, that have been utilized by ENGINEER OF RECORD in preparation of the Contract Documents. CONTRACTOR shall have full responsibility for physical conditions, and Underground Facilities owned by COUNTY or others, shown or indicated in the Contract Documents.

4.2.2 The information and data shown or indicated in the Contract Documents with respect to Underground Facilities owned by others at or contiguous to the site is based on information and data furnished to COUNTY or ENGINEER OF RECORD by the owners of such Underground Facilities or by others. COUNTY, ENGINEER and ENGINEER OF RECORD shall not be responsible for the accuracy or completeness of any such information or data, and, CONTRACTOR shall have full responsibility for reviewing and checking all such information and data.

4.2.3 If the Contract Documents necessitate amending to order changes in the Work due to Underground Facilities owned by the COUNTY or others, whether they be shown or indicated or newly discovered, COUNTY shall authorize the required changes in the Work by Change Order. If those Underground Facilities owned by the COUNTY or others cause or will cause delays in the performance or extend completion of all part of the Work, CONTRACTOR shall absorb all related delay, extension or acceleration costs, however caused; except that, if COUNTY and CONTRACTOR agree that the delays require a change in Contract Time, COUNTY shall authorize the necessary change in Contract Time only to the extent that such delays exceed 30 days impact to controlling Work items. However, an extension in Contract Time, when and if so granted shall be CONTRACTOR'S sole and exclusive remedy with respect to COUNTY for any delay, disruption, interference, inefficiency, acceleration, extension or hindrance and associated costs, however caused, resulting from variance in the location or configuration of Underground Facilities owned by the COUNTY or others shown or indicated, or from newly discovered Underground Facilities owned by the COUNTY or others.



Unless it prejudices Work already excavated and uncovered, CONTRACTOR shall schedule layout, excavation and uncovering of Work or Underground Facilities a sufficient time in advance to allow ENGINEER's review, and the possible amending or supplementing of the Contract Documents.

4.3 Differing Physical Conditions (not including Underground Facilities). CONTRACTOR shall promptly, after becoming aware thereof, and before the conditions are disturbed, notify ENGINEER in writing of any subsurface or latent physical conditions, encountered at or contiguous to the site which differ materially from those indicated in the Contract Documents; unknown and unexpected physical conditions encountered or uncovered at or contiguous to the site, of an extremely unusual nature, differing materially from those ordinarily encountered at or contiguous to the site which differ materially from those indicated in the Contract Documents; unknown and unexpected physical conditions encountered or uncovered at or contiguous to the site, of an extremely unusual nature, differing materially from those ordinarily encountered and not generally recognized as inherent in Work of the character provided for in the Contract Documents.

4.4 Resolution of a Report of Differing Physical Conditions.

4.4.1 Promptly after receipt of notice from CONTRACTOR, ENGINEER will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests, and advise COUNTY in writing of his findings and conclusions. Until such time when CONTRACTOR resumes the affected Work (and at all times thereafter), CONTRACTOR shall be responsible for the safety and protection of the affected Work.

4.4.2 If COUNTY, with the advice of ENGINEER, concludes that the conditions do materially differ, and that the Contract Documents need to be amended, COUNTY shall, without invalidating the Agreement and without notice to any Surety by duly executed Change Order, order the necessary changes in the Work, as long as COUNTY has not exercised its rights to terminate the Agreement. Upon receipt of that order, CONTRACTOR shall promptly proceed or continue with the Work involved pursuant to the conditions stated in the order.

4.4.3 If COUNTY, with the advice of ENGINEER, concludes that the Contract Documents need to be supplemented only, appropriate minor deviations in the Work shall be authorized by a Field Order issued by ENGINEER. COUNTY's determination that the Contract Documents do not need to be amended shall be final and binding on CONTRACTOR unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days of receipt of the applicable Field Order.

4.4.4 If any change in the Work required due to differing physical conditions causes an increase or decrease in CONTRACTOR's cost of or the time required for the performance of all or part of the Work, COUNTY shall make an adjustment in Contract Price or Contract Time or both, subject to the provisions of this Section, and Sections 10 and 11.

4.4.5 No proposal by CONTRACTOR for an adjustment under this Section, nor Contract Claim by CONTRACTOR for an adjustment on account of differing physical conditions, shall be allowed unless CONTRACTOR has given the written notice required in subsection 4.3.

4.5 Special Requirements for Underground Facilities. CONTRACTOR shall have full responsibility: a) for locating any and all Underground Facilities including utilities shown or indicated as to depth and alignment in advance of excavation; b) for identifying the owner of any newly discovered Underground Facility and promptly notifying that owner and ENGINEER of that discovery; c) for shoring, blocking, and protecting Underground Facilities including utilities shown, indicated or discovered; d) for coordination, scheduling and sequencing of the Work with the owners of all Underground Facilities shown, indicated or discovered; e) for repairing any damage done to the satisfaction of those owners, to the extent that the damage was due to CONTRACTOR's failure to adhere to the requirements of this subsection or subsection 4.2.2., or to the fault or negligence of CONTRACTOR; and f) for the safety and protection of any affected Work, and for repairing any damage done to the Work. Except as otherwise provided in subsection 4.2.3., all costs involved and time required to perform these responsibilities shall be considered as having been included in the Contract Price and in the CONTRACTOR's schedule for the performance of the Work within



the Contract Time, even if the Contract Documents need amending to authorize minor deviations or changes in the Work due to those Underground Facilities including utilities.

4.6 Engineering and Layout.

4.6.1 The ENGINEER will provide centerline control points (Begin Project, End Project, PIs, PTs, etc.) and bench marks at appropriate intervals along the line of the Project to facilitate the proper layout of the Work. Normally, only one bench mark will be furnished for water crossings. The CONTRACTOR shall preserve all reference points and bench marks furnished by the COUNTY. As an exception to the above, for Projects where the Plans do not show a centerline or other survey control line for construction of the Work (e.g.; resurfacing, safety modifications, etc.) the ENGINEER will provide only points marking the beginning and ending of the Project and all exceptions.

4.6.2 The CONTRACTOR shall furnish all stakes, templates and other Materials necessary for establishing and maintaining of the lines and grades necessary for control and construction of the Work.

4.6.3 Utilizing the control points furnished by the COUNTY in accordance with 4.6.1, the CONTRACTOR shall establish all horizontal and vertical controls necessary to construct the Work in conformance with the Plans and Specifications. The Work shall include performing all calculations required and setting all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all roadway, bridge and miscellaneous items. When the Work includes utility construction to be done by the CONTRACTOR, he shall also establish all horizontal and vertical controls necessary to carry out such Work. The ENGINEER may assist in coding of input, arrange for processing by the COUNTY's computer and furnish computer output; however, ENGINEER's assistance shall not release CONTRACTOR from CONTRACTOR's responsibility.

4.6.4 On Projects involving construction of new base, stakes to establish lines and grades for subgrade base, curb and related items shall be set at intervals along the line of the Work no greater than 50 feet on tangents and 25 feet on curves. Grade stakes shall be set at locations directed by the ENGINEER to facilitate checking of subgrade, base and pavement elevations in crossovers, intersections and irregular shaped areas. For bridge construction stakes and other control, references shall be set at sufficiently frequent intervals to assure that all components of a structure are constructed in accordance with the lines and grades shown in the Plans. For Projects where the Plans do not show a centerline or other survey control line for construction of the Work (resurfacing, safety modifications, etc.) only such stakes as necessary for horizontal and vertical control of Work items will be required. For resurfacing and resurfacing widening type Projects, the CONTRACTOR shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curbs sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement. The CONTRACTOR shall reference the beginning and ending of each no passing zone for use during temporary striping operations. The CONTRACTOR shall establish by an instrument survey and mark on the surface of the finished pavement at 25-foot intervals, points necessary for striping of the finished roadway. As an exception, for resurfacing and resurfacing-widening Projects, these points shall be established in the same manner as used for horizontal control of paving operations. Marks shall be made with white paint. If striping is included in the Work to be done by the CONTRACTOR, an alternate method for layout of striping may be approved by the ENGINEER provided that the alignment achieved is equal to or better than that which would be achieved using an instrument survey. For Projects with permanent striping by the CONTRACTOR, the measurement and analysis in order to establish the location and length of no-passing zones shall be accomplished by approved electronic methods consisting of a minimum of two distance measuring devices, and shall be in accordance with Sections 3B-4 and 3B-5 of the MUTCD. For all Projects, a station identification stake shall be set at each right-of-way line at 100-foot intervals and at all locations where a change in right-of-way width occurs. Each of these stakes shall be marked with painted numerals, of sufficient size to be readable from the roadway, corresponding to the Project station at which it is located. As an exception to the above, for Projects where Plans do not show right-of-way lines, station



identification stakes shall be set at locations and intervals appropriate to the type of Work being done. For resurfacing and resurfacing-widening Projects, station identification stakes shall be set at 200-foot intervals.

4.6.5 The CONTRACTOR shall employ only competent personnel and utilize only suitable Equipment in performing layout Work. He shall not engage the services of any person or persons in the employ of the COUNTY for performance of layout Work. Adequate field notes and records shall be kept as layout Work is accomplished. These field notes and records shall be available for review by the ENGINEER as the Work progresses and copies shall be furnished to the ENGINEER at the time of completion of the Project. Any inspection or checking of the CONTRACTOR's field notes or layout Work by the ENGINEER and the acceptance of all or any part thereof, shall not relieve the CONTRACTOR of his responsibility to achieve the lines, grades and dimensions shown in the Plans and Specifications. Prior to final acceptance of the Work, the CONTRACTOR shall mark in a permanent manner on the surface of the completed Work all horizontal control points originally furnished by the COUNTY.

4.6.6 The cost of performing layout Work as described above shall be included in the Unit Prices for the various items of Work to which it is incidental.



SECTION 5 - BONDS**5.1 Performance, Payment and Other Bonds.**

5.1.1 CONTRACTOR shall furnish a Performance Bond, a Payment Bond and a Material and Workmanship Bond, each with good and sufficient surety. The Performance Bond shall be in an amount equal to \$500,000.00; the Payment Bond shall be in an amount equal to \$500,000.00; the Material and Workmanship Bond shall be in an amount equal to 250,000.00. The Performance and Payment Bonds shall be recorded by the COUNTY with the Clerk of the Circuit Court of the county where the Project is located no later than the Date of Commencement of the Contract Time. All bonds shall remain in effect after the date of Final Completion of the entire Work, except as otherwise provided by Laws or Regulations, or the other provisions of the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. The Performance Bond requirement in the Contract Documents shall inure solely to COUNTY's benefit and its successors or assigns, as obligee, and no other person shall have any right of action based thereon.

5.1.2 All Bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable Laws and Regulations and be in the form prescribed by the Contract Documents. All Bonds shall be executed by such Sureties as are licensed to conduct business in the state of Florida and, except as otherwise provided by Laws and Regulations, are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of its authority to act.

5.1.3 If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its license to do business in the state of Florida is terminated or it ceases to meet the requirements of the Contract Documents, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be in accordance with the Contract Documents and acceptable to COUNTY.

5.1.4 In addition to the other bonding requirements, the Surety(ies) named on the Bonds submitted by CONTRACTOR pursuant to the Contract Documents shall be subject to the approval of COUNTY. If COUNTY has a reasonable objection to the proposed Surety, COUNTY may request CONTRACTOR to submit an acceptable substitute without an increase in the CONTRACT price. If CONTRACTOR declines or is unable to make any such acceptable substitution, COUNTY may, at its sole option, rescind the Notice of Award, and any award of the Contract to CONTRACTOR will be of no effect.



SECTION 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence.

6.1.1 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for all means, methods, techniques, scheduling, sequences and procedures of construction, for providing adequate safety precautions, for coordinating all portions of the Work under the Contract Documents, and for enforcement of order and cooperation among CONTRACTOR's employees and all Subcontractors and Suppliers. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.1.2 CONTRACTOR shall keep on the Work site at all times during its progress a competent resident Superintendent, who shall not be replaced without written notice to ENGINEER. The CONTRACTOR's resident Superintendent shall be a principal or employee of CONTRACTOR. COUNTY may, at its sole discretion, require replacement of the Superintendent, in which case CONTRACTOR shall submit an acceptable replacement at no increase in Contract Price nor extension in Contract Time. The Superintendent shall be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to CONTRACTOR. Whenever the Superintendent is not present on any particular part of the Work where the ENGINEER may desire to inform the CONTRACTOR relative to interpretation of the Plans and Specifications or regarding disapproval or rejection of Materials or Work performed, the ENGINEER may so inform the foreman or other workers in charge of the particular part of the Work in reference to which the information is given. Information so given shall be as binding as if given to the Superintendent.

6.1.3 The Superintendent and similar authorized representatives of any Subcontractor, Supplier or other person or organization shall attend all meetings pertaining to the Work, as requested by COUNTY or ENGINEER.

6.1.4 No Work shall be performed by any Subcontractors without the CONTRACTOR's Superintendent physically present on the Work site.

6.1.5 The CONTRACTOR's Superintendent at all pre-construction and Project meetings shall discuss the Progress Schedule and summary bar charts relating to coordination and scheduling including, but not limited to, CONTRACTOR's coordination of utility installations, relocations (temporary and permanent), COUNTY work, and the work of others at the Project site.

6.2 Personnel and Working Hours.

6.2.1 CONTRACTOR shall at all times maintain good discipline and order at the site.

6.2.2 CONTRACTOR shall provide competent, qualified personnel to perform construction as required by the Contract Documents. Contractor shall employ a Professional Land Surveyor with current Florida registration to survey and lay out the Work (in accordance with any additional provisions included in the Supplementary Conditions). CONTRACTOR is fully responsible to provide a sufficient number of skilled workers and supervisory personnel to perform the Work and assure that the Work is completed within the Contract Time. Failure to fully man the Project with supervisory personnel and skilled workers shall be cause for termination of CONTRACTOR.

6.2.3 Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all Work at the site shall be performed during normal Working hours, and CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday or any Holiday without COUNTY's written consent given after prior written notice to ENGINEER. Normal Working hours shall be defined as the CONTRACTOR's normal eight hour Working period occurring between the hours beginning at 7:00 A.M. and ending at 6:00 P.M.,



exclusive of Saturdays, Sundays, or Holidays. Work during other than normal Working hours may be scheduled by CONTRACTOR if he first obtains written permission from COUNTY.

6.2.4 COUNTY shall be entitled to deduct from the Contract Price, by issuing a Change Order, COUNTY's extra costs incurred in connection with CONTRACTOR's performance of Work during hours other than normal Working hours. Such costs may include, but shall not be limited to, ENGINEER'S charges to COUNTY while acting as COUNTY's representative (including charges outside of normal Working hours for Construction Manager, Field Representatives, and Inspectors), COUNTY's costs incurred in the performance of COUNTY's responsibilities as set forth in the Contract Documents, and other related costs.

6.3 Apprentices. CONTRACTOR's utilization of apprentices shall conform to the provisions of Chapter 446, Florida Statutes.

6.4 CONTRACTOR's Responsibilities for Furnishing. Unless otherwise specified in the Contract Documents, CONTRACTOR shall furnish and assume full responsibility for all Materials, Equipment, labor, transportation, construction Equipment and machinery, tools, appliances, fuel, power, light, heat, ventilation, cooling, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5 Items of Material or Equipment.

6.5.1 All Materials and Equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of Materials and Equipment. All Materials and Equipment shall be handled, stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of COUNTY's or ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility assigned to CONTRACTOR under the Contract Documents.

6.5.2 Manufacturers' or Suppliers' warranties for all Materials, products and Equipment to be furnished by CONTRACTOR and to be incorporated into the completed Work shall be furnished to COUNTY through CONTRACTOR.

6.5.3 CONTRACTOR shall obtain from Suppliers of all Materials, products and Equipment, complete information as to any special condition or restriction to be applied in the use of these items. Should the manner or method of installation, specified performance or test results as set forth in the Specifications be contrary to the manufacturer's recommendations for use of the product, CONTRACTOR shall notify ENGINEER in writing of such conflict as soon as reasonably possible, but no later than the time of Shop Drawing submittal including those products. Failure to provide such written notice before proceeding with the Work affected thereby shall be certification by CONTRACTOR that the Specification requirements will be met by the Materials, products and Equipment, and that the cost and time required to perform or complete the Work affected thereby have been included in the Contract Price and in the schedule for the performance of the Work within the Contract Time.

6.5.4 Data submitted on all Equipment shall include complete operation and maintenance instructions (including preventive maintenance and operating requirement data) and parts lists in sufficient detail to facilitate ordering replacements. Such submittals shall conform to any additional requirements provided in the Contract Documents.

6.6 Wood Products. Except as may be otherwise provided by Laws or Regulations, pursuant to Chapter 225, Florida Statutes, lumber, timber and other forest products specified in the Contract Documents shall be produced and manufactured in Florida whenever such products are available, provided that price, fitness and quality are equal to other available products. This requirement does not apply where plywood is specified for monolithic concrete forms.



6.7 Equivalent Materials and Equipment.

6.7.1 Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, Materials or Equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or Equipment proposed is equivalent to that named.

6.7.2 Requests for review of substitute items of material and Equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or Equipment CONTRACTOR shall, within ten (10) Days prior to the opening date to allow a proper review without impacting the schedule, make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application shall state whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service shall be indicated. The application shall also contain an itemized estimate of all increases or decreases in (1) the cost of, or the time required to perform any part of the Work, and the corresponding adjustments in Contract Price and Contract Time, resulting directly or indirectly from evaluation and acceptance of the proposed substitute, including, but not as a way of limitation, costs and delays associated with redesign, or claims of other contractors affected by the resulting substitute; and (2) increases or decreases in operating, maintenance, repair, replacement or spare part costs, all of which will be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish, at CONTRACTOR's expense, additional data about the proposed substitute.

6.7.3 ENGINEER shall be the sole judge of acceptability, and no substitute shall be ordered or installed without ENGINEER's prior written acceptance. However, COUNTY reserves the right to reject any proposed substitute which would result in an increase in Contract Price or Contract Time, and COUNTY may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other Surety with respect to any substitute. If approval is given, CONTRACTOR shall not be excused from producing Work in conformity with the requirements of the Contract Documents.

6.7.4 ENGINEER will record time required by ENGINEER, ENGINEER OF RECORD and their consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Drawings or Specifications occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, COUNTY shall be entitled to deduct from the Contract Price, by issuing a Change Order, COUNTY's costs including the charges of ENGINEER, ENGINEER OF RECORD and their consultants for evaluating any proposed substitute.

6.7.5 The net difference in cost between the substitute item and that specified shall benefit COUNTY and CONTRACTOR in equal proportions. If ENGINEER estimates that the deduction proposed by CONTRACTOR does not, in its opinion, reflect the sharing of costs in the portions described above, this shall be adequate justification to reject the proposed substitution.

6.7.6 CONTRACTOR assumes sole responsibility for verifying that the proposed substitute items are in accordance with the requirements of the Contract Documents, and that the dimensions, arrangement, design and construction details, and all other features of substitute items are suitable for their intended purpose.

6.7.7 In the event that a substitute item differs materially from the specified item of Material or Equipment, and said difference was not expressly identified in CONTRACTOR's request for the substitution, or the



incorporation of the substitute into the Work results in a change(s) to the Work or in the function or general design of the Project, ENGINEER will have authority to require the removal and replacement of said substitute.

6.8 Concerning Subcontractors, Suppliers and Others.

6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including but not limited to those who are to furnish the principal items of Materials or Equipment), whether initially or as a substitute, against whom COUNTY or ENGINEER may have reasonable objection. A Subcontractor, Supplier or other person or organization identified in writing to COUNTY and ENGINEER by CONTRACTOR prior to the Notice of Award and not objected to in writing by COUNTY or ENGINEER prior to the Notice of Award will be deemed acceptable to COUNTY or ENGINEER. Acceptance of any Subcontractor, Supplier or other person or organization by COUNTY or ENGINEER shall not constitute a waiver of any right of COUNTY or ENGINEER to reject Defective Work by CONTRACTOR or any Subcontractor, Supplier or any other person or organization. If COUNTY or ENGINEER after due investigation has reasonable objection to any Subcontractor, Supplier or other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute. Such Subcontractor, Supplier person or organization shall neither commence nor continue Work after COUNTY or ENGINEER objects to said entity. In the event that any such reasonable objection and acceptable substitute will cause additional expense or extend performance of the Work, or part thereof, beyond the Contract Time for the Work, or part thereof, CONTRACTOR may make a request for an adjustment in Contract Price or Contract Time. However, any changes in Contract Price made under this subsection shall exclude any adjustments for any increases in CONTRACTOR's costs in connection with an increase in Contract Time resulting from the reasonable objection and acceptable substitute submitted pursuant to this subsection. In any such case, the extension in Contract Time so granted, if any, shall be CONTRACTOR's sole and exclusive remedy for delay, disruption, interference, inefficiency, acceleration, hindrance and costs thereto. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization against whom CONTRACTOR has reasonable objection.

6.8.2 CONTRACTOR shall give prompt written notice to COUNTY with copy to ENGINEER of CONTRACTOR's intent to remove or replace a Subcontractor, Supplier or other person.

6.8.3 CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and Suppliers and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between COUNTY or ENGINEER and any Subcontractor or Supplier or other person or organization having a Subagreement with CONTRACTOR, nor shall it create any obligation on the part of COUNTY or ENGINEER to pay or to see to the payment due any Subcontractor, Supplier or other person or organization, except as may otherwise be required by law. COUNTY or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done. No Subcontractor, Supplier or other person or organization shall be a third party beneficiary of this Contract.

6.8.4 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. The divisions of the Specifications are complementary, and anything mentioned or shown in a division of the Specifications or in a specific trade Drawing shall be of like effect as if shown in all divisions of the Specifications and in all Drawings. In addition to other requirements in the Contract Documents, Shop Drawings of a specific trade shall be compared to and coordinated with those from other trades by CONTRACTOR before submission to ENGINEER.

6.8.5 All Work performed for CONTRACTOR by a Subcontractor, Supplier or other person or organization will be pursuant to an appropriate Subagreement between CONTRACTOR and the Subcontractor, Supplier or other person or organization which specifically binds the Subcontractor, Supplier or other person or organization to the applicable terms and conditions of the Contract Documents for the benefit of COUNTY.



6.8.6 If requested in writing by COUNTY, CONTRACTOR shall deliver to COUNTY a copy of each Subagreement with a Subcontractor, Supplier or other person or organization performing a part of the Work within seven (7) days of COUNTY's request.

6.9 Patent Fees and Royalties. 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 its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, it shall remain the responsibility of CONTRACTOR to assume all costs incident to the use in the performance of the Work or the incorporation in the Work of said invention, design, process, product or device. Whenever CONTRACTOR is required or desires to use any design, device, material or process covered by letters, patent, trademark or copyright, the right for such use shall be provided for by suitable legal agreements with the patentee or owner, and a copy of this Agreement shall be filed with ENGINEER. However, whether or not such agreement is made or filed as noted, CONTRACTOR and CONTRACTOR's Surety in all cases shall indemnify and hold harmless and defend COUNTY and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including but not limited to charges of engineers, architects, other professionals and attorneys' fees and attorneys' fees on appeal and all costs of defense or appeal) arising out of any infringement of letters, trademark, 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, and shall defend all such claims in connection with any alleged infringement of such rights.

6.10 Permits. Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain and pay for all construction permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. CONTRACTOR shall pay all charges of utility service companies for utilities service to accomplish the Work. CONTRACTOR shall meet all requirements of all permits and licenses and shall be responsible for all fines, assessments, and penalties of any nature assessed against the CONTRACTOR or COUNTY or both relating to any permit violation.

6.11 Laws and Regulations.

6.11.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the Work. If CONTRACTOR observes that the Contract Documents are at variance therewith, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order (subject to the provisions of Sections 3, 10, and 11). If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom.

6.11.2 CONTRACTOR shall pay all sales, consumer, use and other taxes required to be paid by it in accordance with the Laws and Regulations of the place of the Project.

6.12 Use of Premises.

6.12.1 CONTRACTOR shall confine construction Equipment, the storage of Materials and Equipment and the operations of workers to areas permitted by Laws and Regulations, rights-of-way, easements, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction Equipment or other Materials or Equipment. CONTRACTOR shall assume full responsibility for any damage to any such property, or to the owner or occupant thereof or of any other property, caused or alleged to have been caused by or incident to the execution of this Work. CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim.



6.12.2 Notwithstanding the designation of Project limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain phases or portions of the Work, such as trenching and landscaping, may require that certain operations be carried out beyond such limits. Those operations, if required beyond such designated limits, shall be scheduled in such a manner as to cause or occasion a minimum of inconvenience or disturbance to or interference with the normal operation of COUNTY, abutters and the public. CONTRACTOR shall obtain COUNTY's prior approval and all necessary approvals from others, governmental entities and utility companies for such operations, and prosecute such operations expeditiously and restore the affected property to its original condition immediately upon completion of such operations, unless otherwise specified in the Contract Documents. All those areas on which temporary driveways or walks are routed shall be restored to their original condition, immediately when normal routing can be reinstated, unless otherwise specified in the Contract Documents. Pumping, draining and control of surface and groundwater shall be carried out so as to avoid endangering the Work or any adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof.

6.12.3 Except as specifically arranged with the owners of adjacent premises, CONTRACTOR shall avoid any encroachment on adjacent premises. It is specifically agreed that CONTRACTOR shall repair and make good any damage to adjacent premises or improvements thereon caused by its operation, including any damage or loss to the tenant of such adjoining premises or to the owners thereof, whether to buildings, stocks of merchandise, trade fixtures, or otherwise.

6.12.4 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction Equipment and machinery, and surplus Materials, and shall leave the site clean and ready for occupancy by COUNTY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.12.5 CONTRACTOR shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to loads that will endanger it.

6.12.6 During the progress of the Work, CONTRACTOR shall maintain the Project premises including all property owned by the COUNTY and all easements (temporary and permanent). CONTRACTOR shall implement a grass mowing schedule for all property within the Project premises including all property owned by the COUNTY and all easements (temporary and permanent). The grass mowing schedule shall assure that grass and weeds within the Project premises do not exceed eighteen inches (18") in height.

6.13 Record Documents. CONTRACTOR shall maintain in a safe place at the site, one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Change Requests, Field Orders correspondence, field test records, contractor's daily reports and construction photographs, and written interpretations and clarifications in good order, and annotated to show all changes made during construction. These record documents, together with all approved samples and shop drawings will be available at all times during regular Working hours to ENGINEER and COUNTY. In addition, CONTRACTOR shall submit on a daily basis two (2) copies of the preceding day's daily report to the COUNTY through ENGINEER. The record drawings shall be marked up as the Work progresses to reflect current conditions and shall become the "as-built" plans. The revisions are to be indicated in a neat, well-organized manner and are to include the elevation and plan location of all utilities, structures, etc., encountered or installed. A "record" survey book shall be kept and shall include the following items:

1. The location and elevation of all existing Underground Facilities, utilities, structures, etc. encountered.
2. The finished location and elevation of all Underground Facilities, utilities and structures installed, including, but not limited to, fire hydrants, catch basin and manhole lids, inverts, pipes, curbs, driveways, pavement and any and all underground structures.



All record notes shall be kept in book(s) designated "record" and no other survey notes will be kept in such books. CONTRACTOR will be required to review with ENGINEER the status of the as-built plans and the record survey notes in connection with ENGINEER's evaluation of each Application for Payment. Failure to maintain record documents current shall be just cause to withhold payments for Work performed. Upon completion of the Work, ENGINEER shall deliver to the CONTRACTOR a reproducible set of current Plans. CONTRACTOR will transfer all his as-built information to these reproducibles and deliver the resultant as-built set of plans, together with the record survey book to ENGINEER for COUNTY. Each completed set of "As-Built" drawings must include on its face, a certified statement by the CONTRACTOR'S Professional Land Surveyor that the set of "As-Built" drawings accurately depicts the actual Work as constructed.

6.14 Safety and Protection.

6.14.1 CONTRACTOR shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons (including but not limited to the general public) who may be affected thereby; all the Work and all Materials or Equipment to be incorporated therein, whether in storage on or off the site; and other property at the site, adjacent thereto, or utilized by CONTRACTOR including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, Underground Facilities and utilities not designated for removal, relocation or replacement in the course of construction regardless of whether such other property is indicated in the Contract Documents. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as ENGINEER issues a notice to COUNTY and CONTRACTOR that the Work is acceptable.

6.14.2 All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR at his sole cost.

6.14.3 CONTRACTOR shall comply with all applicable Laws and Regulations of any governmental entity having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss including, but not limited to, OSHA (Public Law 91-596) and the Contract Work Hours and Safety Standards Act (Public Law 91-54); and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall designate a responsible member of his organization at the site whose duties shall be preventing accidents and insuring compliance with all applicable safety regulations. This person shall be CONTRACTOR's Superintendent unless otherwise designated in writing by CONTRACTOR to COUNTY.

6.14.4 When the performance of the Work requires the use of shoring, sheet piling and other special construction related to excavation, and when required by Laws or Regulations, CONTRACTOR shall cause the design of said shoring, sheet piling and other special construction to be performed by a registered professional engineer licensed in the State of Florida. CONTRACTOR shall submit, as a Shop Drawing, a certification by the registered engineer, stating that it has complied with this requirement. CONTRACTOR shall meet all requirements of such designs prepared by a registered engineer. In addition to any requirements imposed by law, CONTRACTOR shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the Work which are in any way affected by the excavations or other operations connected with the performance of the Work.

6.14.5 CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. Whenever any notice is required to be given by COUNTY or CONTRACTOR to any adjacent or adjoining landowner or other party before commencement of any Work, such notice shall be given by CONTRACTOR.



6.14.6 CONTRACTOR shall take reasonable care during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from Equipment shall be treated with a tree dressing.

6.14.7 At all times CONTRACTOR shall, and shall cause his Subcontractors and Suppliers to, carefully protect its and their Work, Materials, Equipment, and supplies against damage or injury from the weather. If in the opinion of ENGINEER any of the above has been damaged or injured by reason of failure on the part of CONTRACTOR, any Subcontractor or Supplier to perform according to the requirements of this provision, said Work, Materials, Equipment and supplies shall be removed and replaced at the expense of CONTRACTOR.

6.14.8 CONTRACTOR shall notify ENGINEER of any job site injuries at the Project site. Serious injuries shall be verbally reported to the ENGINEER within two (2) hours of occurrence of the incident. CONTRACTOR shall submit a written report of each serious injury to ENGINEER within twenty-four (24) hours of occurrence of the incident. CONTRACTOR shall prepare injury reports regardless of whether the injury is to the CONTRACTOR's personnel, subcontractors, COUNTY personnel or other persons.

6.14.9 Prior to mobilization, CONTRACTOR shall submit to ENGINEER a copy of CONTRACTOR's safety plan. CONTRACTOR's safety plan shall address, but not be limited to, the following:

6.14.9.1 Trench Safety Procedures;

6.14.9.2 Confined Space Entry Procedures;

6.14.9.3 Compliance with all U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) requirements applicable to the Work;

6.14.9.4 Assurance that a first aid person is designated, phone numbers of physicians, hospitals and ambulance services must be posted at the site, assurance that a first aid kit is available at the job site;

6.14.9.5 Provide all necessary personnel protective equipment including as necessary, but not limited to, the following: hard hats, safety glasses, respirators, ear protection, protective clothing;

6.14.9.6 Assure observation of all applicable speed limits;

6.14.9.7 Provide all necessary safety equipment including as necessary, but not limited to, the following: barricades, flags and flagmen, bracing, shoring and sloping at excavations and scaffolds.

6.14.9.8 The safety plan shall assure proper use of lasers or other activities involving combustibles;

6.14.9.9 The safety plan shall assure that during welding and cutting operations, the CONTRACTOR shall provide appropriate fire watchmen and fire extinguishers;

6.14.9.10 CONTRACTOR's safety plan shall assure that all heavy equipment shall be equipped as required by all applicable OSHA, ANSI, or other regulations.

6.14.10 No provision of these Contract Documents or the requirement that CONTRACTOR provide a copy of CONTRACTOR's safety plan shall be effective to assign to ENGINEER or to the COUNTY, their Consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work relating to CONTRACTOR's responsibility for safety or any duty or authority to undertake responsibility assigned to CONTRACTOR under the Contract Documents.

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



COUNTY prompt written notice if CONTRACTOR believes that any significant changes in the Work have resulted because of the action taken in response to an emergency. If COUNTY determines that changes are required, COUNTY shall authorize the changes by Change Order. If the emergency was not due to the fault or negligence of CONTRACTOR, or any Subcontractor or Supplier or anyone for whose acts any of them may be liable and the changes cause an increase or decrease in CONTRACTOR's cost or the time required to perform any part of the Work, COUNTY shall make an adjustment in Contract Price or Contract Time, as provided in Sections 10 and 11.

6.16 Shop Drawings and Samples.

6.16.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the Specifications, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions, five (5) copies for use by COUNTY, ENGINEER and plus additional copies as required by CONTRACTOR (unless otherwise specified in the Contract Documents) of all Shop Drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. CONTRACTOR shall submit a copy of the transmittal letter providing drawing numbers and titles for each item included in a Shop Drawing submittal to ENGINEER.

6.16.2 CONTRACTOR shall also submit to ENGINEER for review and approval, with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples shall have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, any pertinent data such as catalog numbers and the use for which it is intended.

6.16.3 CONTRACTOR's stamp of approval on any Shop Drawing or sample shall specifically indicate in writing, or if not indicated in writing, shall constitute a representation that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, Materials, catalog numbers, specified performance criteria, and similar data or assumes full responsibility for doing so, and that CONTRACTOR has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

6.16.4 At the time of each submission, CONTRACTOR shall in writing call ENGINEER's and ENGINEER OF RECORD's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted of each such variation.

6.16.5 ENGINEER will review Shop Drawings and review samples and return CONTRACTOR's submittals stamped with the following notation:

APPROVED	☐
APPROVED AS CORRECTED	☐
REVISE AND RESUBMIT	☐
NOT APPROVED	☐

Approval is only for general conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The CONTRACTOR is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or to techniques of construction; and for coordination of the Work of all trades.

ENGINEER OF RECORD's and ENGINEER's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to the accuracy of other matters that may be contained in the submittals, including but not limited to such matters as dimensions, quantities, performance of Equipment and systems designed by CONTRACTOR, engineering design furnished by CONTRACTOR, CONTRACTOR's means, methods,



techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto, the correctness of which shall remain the sole responsibility of CONTRACTOR. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER OF RECORD and ENGINEER and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER OF RECORD or ENGINEER on previous submittals.

6.16.6 ENGINEER OF RECORD's and ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER OF RECORD's and ENGINEER's attention to each such variation at the time of submission and ENGINEER OF RECORD or ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER OF RECORD or ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of subsection 6.16.3.

6.16.7 Where a Shop Drawing or sample is required by the Specifications, no related Work shall be commenced until the submittal has been returned by ENGINEER OF RECORD or ENGINEER and noted "Approved" or "Approved As Corrected".

6.16.8 All costs incurred in connection with ENGINEER OF RECORD's or ENGINEER's review and return of a particular Shop Drawing or sample submission after ENGINEER OF RECORD's or ENGINEER's second time review shall be borne by CONTRACTOR, including ENGINEER OF RECORD's and ENGINEER's charges to COUNTY under the terms of their agreements with COUNTY. COUNTY shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

6.16.9 In reviewing Shop Drawings or samples, ENGINEER OF RECORD or ENGINEER shall be allowed (thirty) 30 days from the date ENGINEER OF RECORD or ENGINEER receives the submittal or resubmittal from CONTRACTOR to return the submittal in accordance with this Section, unless otherwise provided in the Contract Documents. ENGINEER OF RECORD's or ENGINEER's review and return of a Shop Drawing or sample within the time allowed shall not justify an increase in Contract Price or an extension in Contract Time. Any delay in connection with CONTRACTOR's submittal and any resubmittal of a particular Shop Drawing or sample shall represent delays under the control of CONTRACTOR and shall not justify an increase in Contract Price or an extension in Contract Time.

6.17 Continuing the Work. CONTRACTOR shall carry on the Work and maintain the Progress Schedule during all disputes or disagreements with COUNTY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and COUNTY may otherwise agree in writing. Suspension of the Work by CONTRACTOR during any dispute or disagreement with COUNTY shall entitle COUNTY to terminate the CONTRACT for cause, except as otherwise provided in Section 15.



6.18 Indemnity.

6.18.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend (provide and pay for legal defense) COUNTY, ENGINEER OF RECORD, OWNER'S REPRESENTATIVE and their consultants, and each of their directors, officers, agents, and employees from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' fees, and cost and attorney's fees on appeal, arising or allegedly arising in any manner out of, related to, resulting from, or in connection with the performance of the Work, both on and off the Project site, including any act or omission of CONTRACTOR, any Subcontractor, any Supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons or entities employed or utilized by the CONTRACTOR in the performance of the Work.

6.18.2 In any and all claims against the indemnified parties by any employee of CONTRACTOR, any Subcontractor, any Supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under subsections 6.18.1 and 6.18.4 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 Subcontractor, or any supplier, or other person under Workers' compensation acts, disability benefit acts, or other employee acts.

6.18.3 The obligations of CONTRACTOR under subsections 6.18.1 and 6.18.4 shall not extend to the liability of ENGINEER OF RECORD, ENGINEER and their consultants, directors, officers, employees and agents and each of their directors, officers, employees, and agents arising out of, or resulting from, or in connection with the preparation or approval of maps, Drawings, opinions, reports, surveys, designs or Specifications, providing that the foregoing were the sole and exclusive cause of the loss, damage, or injury.

6.18.4 CONTRACTOR shall also indemnify and hold harmless and defend (provide and pay for legal defense) COUNTY and ENGINEER and their consultants, and each of their directors, officers, employees, and agents from and against all losses, expenses, damages (including damages to the Work itself), attorneys' fees, and other costs (including costs and attorney's fees on appeal), which any of them may incur with respect to the failure, neglect, or refusal of CONTRACTOR to faithfully perform the Work and the CONTRACTOR's obligations under the Contract Documents. Such costs, expenses, and damages shall include all costs including attorneys' fees and costs and attorneys' fees and costs on appeal incurred by the indemnified parties in any lawsuit to which they are a party.

6.18.5 At COUNTY's sole option and utilizing attorneys agreeable to COUNTY, CONTRACTOR shall defend all suits or claims as set out in this Section 6.18.

6.18.6 In the event that COUNTY incurs costs contrary to this indemnification agreement, COUNTY shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

6.19 Progress of the Work.

6.19.1 The CONTRACTOR shall physically mobilize at the Work site within fourteen (14) Days of the Date of Commencement of the Contract Time and substantially complete mobilization activities no later than thirty (30) Days from the Date of Commencement of Contract Time. Substantial completion for mobilization shall be defined as activities that include, at least (1) installation of the field office, (2) temporary utility provisions for water, sewer, electrical, telephone and other utilities in service, and (3) commencement of initial site Work including clearing and grubbing or blasting and removal of existing improvements at the Work site. In the event that the CONTRACTOR fails to mobilize as required in this Section, the COUNTY may withhold additional retainage as provided in Section 6 of the Agreement.

6.19.2 If ENGINEER determines that CONTRACTOR is failing to maintain progress of the Work in accordance with the Progress Schedules, CONTRACTOR shall take steps as may be necessary to improve his progress, and ENGINEER may require him to increase his Work force, or hours, or days of Work, or the amount of construction plant or all of them, and to submit to ENGINEER for approval such supplementary



schedule or schedules as may be deemed necessary to demonstrate the manner in which the requisite progress will be regained and maintained, all without time extensions or additional cost to COUNTY.

6.19.3 Failure of CONTRACTOR to comply with the requirements of ENGINEER under this Section shall be grounds for determination by ENGINEER that CONTRACTOR is not prosecuting the Work with such diligence as will insure completion within the time specified. ENGINEER will then so inform COUNTY. COUNTY may thereupon withhold additional retainage in anticipation of liquidated damages as provided in Section 6 of the Agreement or suspend the Work or terminate CONTRACTOR's services should CONTRACTOR fail to comply with this Section.

6.20 Project Meetings.

6.20.1 The CONTRACTOR along with appropriate subcontractors shall attend Project meetings requested by ENGINEER or COUNTY for the purpose of discussing and resolving matters concerning the various elements of the Work. If CONTRACTOR or his subcontractors fail to attend a meeting, COUNTY shall be entitled to deduct the costs of COUNTY, ENGINEER, and ENGINEER OF RECORD representatives attending the meeting from the CONTRACT PRICE by issuing a Change Order.

6.20.2 CONTRACTOR shall submit for the Project meeting a summary bar chart of the Work activities anticipated for the following fourteen (14) days. This schedule will be used by the CONTRACTOR to discuss and coordinate the Progress Schedule with utility contractors, the COUNTY's own forces, and others performing work at the Project site and by ENGINEER for the ENGINEER's planning of testing and inspection within ENGINEER's scope of responsibility and shall be an item of discussion at the Project meeting.

6.20.3 CONTRACTOR's obligation to coordinate the Progress Schedule with all utility contractors, the COUNTY's own forces and others performing work at the Project site shall be an item of discussion raised by the CONTRACTOR at each Project meeting. The CONTRACTOR shall discuss scheduling concerns related to the work of each utility contractor, the COUNTY and others. The CONTRACTOR's summary bar chart of Work activities referenced above and CONTRACTOR's discussion shall identify all reasonable measures taken by the CONTRACTOR to minimize the effect of utility, COUNTY and work by others on the Progress Schedule including CONTRACTOR's cooperative scheduling of all such work. CONTRACTOR's summary bar chart and CONTRACTOR's discussion shall include the advance notification, required by subsection 6.43.2.2 including dates on which utility, COUNTY and work by others must be coordinated with the CONTRACTOR's Work and operations to avoid delay.

6.21 CONTRACTOR Not Agent of COUNTY. CONTRACTOR shall perform all Work under the Contract Documents as an independent contractor and shall not be considered an agent of COUNTY, nor shall CONTRACTOR's Subcontractors or Suppliers or employees be considered agents of COUNTY. CONTRACTOR and not COUNTY shall be solely responsible to any and all Subcontractors and Suppliers and all those employed by them for their costs, expenses, fees and profits, if any, in performing the Work.

6.22 Inspection and Audit.

6.22.1 COUNTY shall have access to the Work and the right to audit all of CONTRACTOR's books, ledgers, records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and other documents pertinent to all Cost and Pricing Data used by CONTRACTOR in the determination of CONTRACTOR'S Bid for the Work, in pricing, negotiating or costing Work covered by a Change Order, Change Request or Contract Claim, or otherwise relating to the Work, and CONTRACTOR shall preserve and make available at CONTRACTOR's office at all reasonable times all such records for a period of five (5) years after Final Payment.

6.22.2 In the event of termination, the records relating to the Work, or part thereof, affected by such termination shall be made available for five (5) years after the termination. Records pertaining to Contract Claims, to litigation or the settlement of Contract Claims arising under or relating to the performance of the Work shall be made available until disposition of such appeals, litigation, or Contract Claims.



6.22.3 CONTRACTOR shall insert a provision containing all the requirements of subsection 6.22, including this subsection 6.22.3, in all Subagreements between CONTRACTOR and Subcontractors or Suppliers or other persons, altering the subsection only as necessary to properly identify the contracting parties.

6.23 Truth-In-Negotiation.

6.23.1 CONTRACTOR warrants that all bid line items are true, complete and accurate and include all costs, overhead, profit and all other amounts associated with such items and may be relied upon by COUNTY when making additions or deductions to the Contract Price. CONTRACTOR further warrants that all Cost and Pricing Data provided to ENGINEER and COUNTY during the term of the Contract Documents shall be complete, accurate and current when provided. Should there be any changes in the Cost and Pricing Data previously submitted, the CONTRACTOR shall notify and provide the new information to ENGINEER and COUNTY immediately. COUNTY shall be entitled to issue an appropriate Change Order to adjust the Contract Price and Contract Time on account of corrections to inaccurate or incomplete information provided by CONTRACTOR.

6.23.2 Despite any provisions in the Contract Documents to the contrary, any amounts paid by COUNTY to CONTRACTOR in excess of what it is entitled under the Contract Documents shall be reimbursed by CONTRACTOR to COUNTY. The making of Final Payment to CONTRACTOR shall not be a waiver of COUNTY's right to reimbursement from CONTRACTOR nor shall it discharge CONTRACTOR's obligation to refund the overpayment. The terms of subsection 6.23 shall survive the COUNTY's making Final Payment.

6.23.3 CONTRACTOR shall insert a provision containing all the requirements of subsection 6.23, including this subsection 6.23.3, in all Subagreements between CONTRACTOR and Subcontractors or Suppliers or other persons, altering the subsection only as necessary to identify properly the contracting parties.

6.24 Correspondence. All CONTRACTOR's correspondence shall include the COUNTY's Project name and the COUNTY's designated contract number. All CONTRACTOR's correspondence shall have identification numbers assigned by CONTRACTOR. The identification numbers shall be sequential and assigned chronologically to these Contract Documents only such that each CONTRACTOR's submission can be individually identified by reference to the assigned identification number. The numbering system must be approved by ENGINEER. Any correspondence not so identified may not be accepted by ENGINEER.

6.25 Protection of Historical Properties.

6.25.1 CONTRACTOR shall comply with Florida's Archives and Historical Act (Chapter 267, Florida Statutes) and the regulations of the local historic preservation board as applicable and protect against the potential loss or destruction of significant historical or archaeological data, sites, and properties in connection with the Work.

6.25.2 CONTRACTOR shall be responsible for immediately reporting to the governmental entity or agency with jurisdiction any archaeological features which are encountered or unearthed during the performance of the Work, and for protecting same to the satisfaction of such governmental entity or agency. CONTRACTOR shall absorb all related delay, extension or acceleration costs, however caused, except that if COUNTY and CONTRACTOR believe the delays require an extension in Contract Time, COUNTY shall authorize the necessary change in Contract Time only and CONTRACTOR shall not be entitled to any increase in Contract Price.

6.26 Responsibility for Connecting to Existing Services and Utilities. At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing,



etc. Connections shall be made at a time that will result in the least possible interference with existing services.

6.27 Additional Provisions.

6.27.1 CONTRACTOR shall be responsible for all cutting of masonry and other Materials, and all fitting, drilling or patching which may be necessary to complete the Work or to make its several parts fit together properly, whether or not such Work is expressly specified in the Contract Documents.

6.27.2 CONTRACTOR shall be responsible for preparing and delivering to ENGINEER, on a daily basis, reports recording labor and Equipment available and utilized, and Materials and Equipment received each day, on a form acceptable to ENGINEER. If CONTRACTOR fails to submit reports daily, ENGINEER may withhold approval of any Application for Payment until such time as CONTRACTOR submits the required information. CONTRACTOR shall make available any such records as requested by ENGINEER to verify that the reports are accurate.

6.27.3 CONTRACTOR shall submit to ENGINEER at the beginning of each Work shift, a list of specific items requiring final inspection, monitoring, or witnessing by ENGINEER.

6.28 Inspection and Tests at Source of Supply.

6.28.1 If the volume, progress of the Work, and other considerations warrant the ENGINEER may undertake the inspection of Materials at the source of supply.

6.28.2 The CONTRACTOR shall assure that the COUNTY representative has free entry at all times to such parts of the plant as concern the manufacture or production of the Materials ordered, and shall bear all costs incurred in providing all reasonable facilities to assist in determining whether the Material furnished complies with the requirements of the Specifications.

6.28.3 The COUNTY, however, assumes no obligation to make such inspection of Materials at the source of supply, and the responsibility for assuring that the Materials are satisfactory rests entirely with the CONTRACTOR.

6.28.4 The COUNTY may elect to retest Materials which have been tested and accepted at the source of supply, after they have been delivered, and all Materials which, when retested, do not comply with the requirements of the Specifications will be rejected.

6.29 Control by Samples and Tests.

6.29.1 The ENGINEER may require any or all Materials to be subjected to tests by means of samples or otherwise, at production points, after delivery, or both, as he may determine. Unless otherwise provided, such tests will be made by and at the expense of the COUNTY. The CONTRACTOR shall afford such facilities as the ENGINEER may require, for collecting and forwarding samples and shall not make use of, nor incorporate in the Work, any Materials represented by the samples until the tests have been made and the Materials found acceptable. The CONTRACTOR shall furnish at his own expense, the Material necessary for the required samples, delivered to the point designated, without charge. Boxes for shipping of concrete cylinders will be furnished by the COUNTY.

6.29.2 In the case of pavements, both base course and surface course, the CONTRACTOR shall, when required by the ENGINEER, furnish samples taken from the completed Work at any point indicated by the ENGINEER and shall immediately replace the areas to removed with Materials and construction to conform to the Specifications and to the line and grade of the immediate surrounding pavement surface. No additional compensation will be allowed for furnishing such samples and replacing the areas with new pavement as described above.



6.29.3 Methods of sampling and testing Materials shall be in accordance with Florida Methods so far as covered therein. Otherwise, they shall be in accordance with standards of AASHTO, ASTM, or other criteria as specifically designated. Where an AASHTO, ASTM or other non-Florida Method is designated, but a Florida Method which is similar exists, sampling and testing shall be in accordance with the Florida Method. Whenever in these Specifications Florida, AASHTO, ASTM, or other standards are referenced without identification of the specific time of issuance, the reference shall construed to mean the most current issuance, including interims or addendums thereto, at the time of advertisement for Bids for a Project.

6.29.4 The bearing value of soils shall be determined by FDOT's Florida Soil Bearing Tests or by the methods required for the Limerock Bearing Ratio Method, whichever is designated in the Plans.

6.29.5 Sieves shall conform to the requirements of AASHTO M 92.

6.29.6 As a general practice, the COUNTY, in order to expedite the Work, may accept certain Materials on the basis of tests made on advance samples taken and submitted by the producer, provided that tests on a representative number of samples of the Material taken by the ENGINEER after its arrival at the Work site confirm that the Material meets the COUNTY's Specifications. In the event that tests made on the samples taken by the ENGINEER do not substantiate those made on the advance samples submitted by the producer, and there is evidence that this privilege of expediting the use of the Material is being abused, then this privilege will no longer be extended to such producer.

6.29.7 A card shall be attached to each producer's sample, showing the following information: Project designation, intended use of Material, name of producer, source of supply, quantity represented by sample, date sampled and any other information pertinent to the Material or Work. Care shall be used in preparing and shipping samples to assure that all packages are clean before Material has been placed therein, and are tied, or closed and wrapped, securely.

6.29.8 For the verification of weights or proportions and character of Materials, and determination of temperatures used in the preparation of Materials and mixtures, the ENGINEER or his authorized representative shall have access at all times to all parts of any paving or other plants connected with the Work. The CONTRACTOR shall facilitate and assist in the verification of the accuracy of all scales, measures and other devices, and shall protect them from the wind and elements whenever such protection is necessary.

6.29.9 For all aggregates entering into asphaltic concrete mixes, unless the ENGINEER specifically directs otherwise, all samples are to be selected and taken by the ENGINEER. The ENGINEER shall be advised as to location and source three weeks prior to the time the aggregates are needed for the design of the mix, in order that he can arrange for the samples of the Materials to be taken.

6.29.10 For the designs of asphaltic concrete mixes by the COUNTY not more than three design mixes will be established without charge, for each type of mixture on any one Agreement.

6.30 Storage of Materials.

6.30.1 Materials shall be so stored as to insure the preservation of their quality and fitness for the Work and shall be so located as to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed Specifications concerning the storage of specific Materials are prescribed in Division II (Construction Details). Materials improperly stored may be rejected without testing.

6.30.2 If permitted by the ENGINEER, that portion of the right-of-way outside the clear zone not required for public vehicular or pedestrian travel may be used for storage purposes and for placing of the CONTRACTOR's plant and Equipment. Any additional space required shall be provided by the CONTRACTOR at his expense.

6.30.3 The protection of stored Materials shall be the CONTRACTOR's responsibility and the COUNTY shall not be liable for any loss of Materials, by theft or otherwise, nor for any damage to the stored Materials.



6.31 Defective Materials. All Materials not conforming to the requirements of the Specifications; segregated Materials, even though previously tested and approved; Materials which are or have been improperly stored; and Materials which are mixed with an excess of clay, coal, sticks, burlap, hay, straw, loam or earth, or other debris. All such Materials, whether in place or not, will be rejected and shall, unless otherwise permitted by the ENGINEER, be removed immediately from the site of the Work and from the CONTRACTOR's storage areas, at the CONTRACTOR's expense. No rejected material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the CONTRACTOR to comply promptly with any order of the ENGINEER made under the provisions of this Section, the ENGINEER shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due the CONTRACTOR.

6.32 Preservation of Property.

6.32.1 The CONTRACTOR shall preserve from damage all property along the line of Work, or which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the Plans. This applies to public and private property, public and private utilities (except as modified by the provisions of 6.33), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the CONTRACTOR), etc., and whenever such property is damaged due to the activities of the CONTRACTOR it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the CONTRACTOR, and at his own expense, or he shall make good such damage or injury in an acceptable manner. The CONTRACTOR shall protect existing bridges during the entire construction period, from damage caused by any of his operations or Equipment. The CONTRACTOR will not be required to provide routine repairs or maintenance for such structures but will be required, at his own expense, to make immediate repairs of any damage occasioned by his use or operations. In the event that the CONTRACTOR's use or operations result in damage to a bridge requiring repairs, such repairs shall have a prior right to any Equipment, Materials or labor at the CONTRACTOR's disposal.

6.32.2 In case of failure on the part of the CONTRACTOR to restore such property, bridge, road or street, or to make good such damage or injury, the ENGINEER may, upon 48 hours notice, proceed to repair, rebuild or otherwise restore such property, road or street as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the CONTRACTOR under the Agreement contract. Nothing in this Section shall prevent the CONTRACTOR from receiving proper compensation for the removal, damage or replacement of any public or private property, not shown on the Plans, which is made necessary by alteration of grade or alignment and such Work is authorized by the ENGINEER provided that such property has not been damaged through fault of the CONTRACTOR or his employees or agents.

6.32.3.1 Where the CONTRACTOR hauls Materials or Equipment to the Project over roads and bridges on the state park road system, state highway system, COUNTY roadways or city street system and such use causes damage, he shall immediately, at his expense, repair such road or bridge to as good a condition as before the hauling began. The above requirement may be modified in accordance with any agreement the CONTRACTOR might make with the governmental unit having jurisdiction over a particular road or bridge provided that he submits written evidence of such agreement.

6.32.3.2 Operation of Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including, but not necessarily limited to bridges, drainage structures, base course and pavement, will not be permitted. Equipment or hauling units loaded in excess of the maximum weights permitted shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement, and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its Work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as authorized by the ENGINEER.



6.32.3.3 All existing roadside traffic signs and guardrail for which permanent removal is not indicated shall be protected against damage or displacement. Whenever such signs or guardrail lie within the limits of construction, or wherever so directed by the ENGINEER due to exigencies of construction operations, the existing roadside signs and guardrail shall be taken up by the CONTRACTOR, properly stored, and subsequently reset at the original location or, in the case of widened pavement or roadbed, at locations designated by the ENGINEER.

6.32.4.1 The CONTRACTOR shall give notification to the ENGINEER or the superintendent of the railroad company appropriately in advance of (minimum of 72 hours) his beginning of any operations within the limits of the railroad right-of-way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than an established public crossing and any other Work which may affect railroad operations or property.

6.32.4.2 The CONTRACTOR shall comply with whatever requirements an authorized representative of the railroad company deems necessary in order to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims brought on account of damages or injuries resulting from the CONTRACTOR's operations within or adjacent to railroad company right-of-way shall be the CONTRACTOR's responsibility.

6.32.4.3 When protective services to insure the safety of railroad operations (watchman or flagman service) are essential during certain periods of the Work, the railroad company will furnish such services and the COUNTY will reimburse the railroad company for the cost thereof. The CONTRACTOR shall schedule his Work which affects railroad operations so as to minimize the need for protective services by the railroad company.

6.33 Utilities.

6.33.1 At points where the CONTRACTOR's operations are adjacent to utility facilities or other property, damage to which might result in expense, loss, disruption of service or other undue inconvenience to the public or to the owners, Work shall not be commenced until all necessary arrangements for the protection thereof have been made. The CONTRACTOR shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience, or delay, caused by the CONTRACTOR's operations. Relocations or adjustments requested only on the basis of the CONTRACTOR's proposed use of a particular method of construction or a particular type of Equipment will not be considered as being essential to the construction of the Project if other commonly used methods and Equipment will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the job of Materials furnished by the CONTRACTOR will be the responsibility of and at the expense of the CONTRACTOR. Circumstances under which it will be considered essential to remove or adjust (or to otherwise protect) utilities in order to construct the Project shall include, but not be limited to, the following:

6.33.1.1 Utilities lying within the vertical and horizontal construction limits, plus the reasonably required Working room necessary for operation of Equipment normally used for the particular type of construction. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of ten feet (10') clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

6.33.1.2 Utilities lying within the horizontal limits of the Project and within twelve inches (12") below the ground surface or the excavation surface on which the construction Equipment is to be operated, or within twelve inches (12") below the bottom of any stabilizing course called for on the plans.

6.33.1.3 Utilities lying within the normal limits of excavation for underground drainage facilities or other structures. Such normal limits shall extend to side slopes along the angle of repose, as established by sound engineering practice, unless the sides of the excavation are required by the Plans or special



provisions to be supported by sheeting, or the CONTRACTOR elects to sheet such excavation for his own convenience.

6.33.1.4 Where utilities cross pipe trenches transversely within the excavation area, but not within positions from which relocation or removal is necessary, the CONTRACTOR shall provide necessary coordination and support to the utility owner in the utility owner's effecting support and protective measures to utilities. In the event that CONTRACTOR is performing utility Work for the COUNTY under the Contract Documents, the CONTRACTOR shall be responsible for providing and effecting all measures for utility support and protection during construction operations. It is the responsibility of the CONTRACTOR to provide all sheeting, bracing, shoring and other forms of support for all utilities when working adjacent to or directly upon existing and proposed utilities. The CONTRACTOR shall comply with support requirements for the duration of the Work, whether the CONTRACTOR is installing, relocating or removing roadway infrastructure (including but not limited to (1) stormwater, piping structures; or (2) any proposed traffic signalization devices; (3) roadwork including the base, subbase or final pavement) or installing or removing utilities that are owned by the COUNTY or any other utility. The CONTRACTOR shall be responsible for any damage to the utility which is caused by neglect or failure on the CONTRACTOR's part to cooperate and to use proper precaution in performing his Work. In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by the ENGINEER so as to cause the least impediment to the overall construction operations. The COUNTY will not assume responsibility for utility adjustments or temporary relocation Work, nor for the conditions resulting therefrom.

6.33.2 The CONTRACTOR shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangements operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement Work may be reduced to minimum, and that services rendered by the utility owners will not be unnecessarily interrupted. In the event of interruption of water or other utility services as a result of accidental breakage or as a result of their being exposed or unsupported, the CONTRACTOR shall promptly notify the proper authority and shall cooperate with the authority in the prompt restoration of service. If water service is interrupted, repair Work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

6.33.3 Certain utility installations, relocations (temporary and permanent), adjustments and reconstruction work may be underway during the progress of the Work. The CONTRACTOR will be required to cooperate as is necessary with the various utility construction crews in order that utility service may be maintained. Upon completion of the utilities work by others the utilities will be in their final location and the CONTRACTOR shall exercise due caution when working adjacent to such utilities. Any damage to the relocated utilities resulting from the CONTRACTOR's operations shall be repaired at his expense. The CONTRACTOR's attention is directed to the requirements of 6.33.1 and 6.33.2 outlining responsibility for protection of utility facilities.

6.33.4 No additional monetary compensation will be allowed for any delays, disruptions, inconveniences, inefficiencies, constructive acceleration or damages of any nature sustained by CONTRACTOR due to any delay, disruptions, constructive accelerations, inefficiency, interference relating to utilities or appurtenances or from the operations of relocating and installing utilities.

6.34 CONTRACTOR's Responsibility For Work. Until acceptance of the Work by the COUNTY it shall be under the charge and custody of the CONTRACTOR and he shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the nonexecution of the Work. The CONTRACTOR shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work occasioned by any of the above causes before its completion and acceptance except that in case of catastrophic damage the COUNTY may, at its discretion, reimburse the CONTRACTOR for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR including, but not restricted to, Acts of God, of the public enemy or of governmental authorities.



6.35 Interference with Traffic. The CONTRACTOR shall at all times conduct the Work in such manner and in such sequence as to insure the least practicable interference with traffic. The CONTRACTOR's vehicles and other Equipment shall be operated in such manner that they will not be a hazard or hinderance to the traveling public. Materials stored along the road shall be placed so as to cause as little obstruction to the traveling public as possible. To prevent any open trench remaining after Working hours where existing pavement is to be widened and stabilizing is not required, the CONTRACTOR shall schedule his operations such that at the end of each Work day the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth mile along the road, where either the Work of excavation has not been started or the base has been completed.

6.36 Coordination with other Contractors. The CONTRACTOR shall arrange his Work and dispose of his Materials so as not to interfere with operations of other contractors engaged upon adjacent work and to join his Work to that of others in a proper manner, in accordance with the spirit of the Plans and Specifications, and to perform his Work in the proper sequence in relation to that of other contractors. Each contractor shall be responsible for any damage done by him or his agents to the work performed by another contractor.

6.37 Drainage. The CONTRACTOR shall so conduct his operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed.

6.38 Fire Hydrants. Fire hydrants on or adjacent to the highway shall be kept accessible to fire apparatus at all times and Material or obstruction shall be placed within fifteen feet (15') of any such hydrant.

6.39 Protection of Structures. Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

6.40 Fencing. On all Work which includes fencing and where the ENGINEER determines it to be necessary for maintaining the security of livestock or adjacent property, or for protection of pedestrians who are likely to gain access to the Work from adjacent property, the CONTRACTOR shall erect appropriate temporary security fence as a first order of business. Temporary fencing shall be installed at temporary construction easement areas on all commercial and residential properties appropriate to secure the Work areas and protect persons and domestic animals. At all times, the CONTRACTOR shall conduct the Work under secure temporary fencing. Permanent fencing shall be addressed as required by the Plans and Specifications.

6.41 Hazardous or Toxic Waste. When the CONTRACTOR's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous or toxic waste such operations shall be discontinued in the vicinity of the abnormal conditions and the ENGINEER shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes and shall be treated with extraordinary caution.

Every effort shall be made by the CONTRACTOR to minimize the spread of any hazardous or toxic waste into uncontaminated areas.

The CONTRACTOR's operations shall not resume until so directed by the ENGINEER.

Disposition of the hazardous or toxic waste will be made in accordance with the requirements and regulations of any Local, State, or Federal Agency having jurisdiction. Where the CONTRACTOR performs work necessary to dispose of hazardous or toxic waste, and the contract does not include pay items for disposal, payment will be made as provided in 4.4, Resolution of a report of Differing Physical Conditions.

6.42 Contractor's Vacation.



6.42.1 The CONTRACTOR will be allowed to suspend operations, except as provided in Subsection 6.42.7 for a total period not to exceed 14 Days annually (365 calendar day period(s), beginning with Date of Commencement of the Contract Time in order to provide vacation time for his employees. These 14 Days shall include the two periods allowed for automatic suspension, if used, and shall be divided into no more than two separate periods of vacation time.

6.42.2 Two periods of time are established for automatic time suspensions. These periods are Thanksgiving, which includes Thanksgiving Day and the following Friday, Saturday and Sunday; and Christmas, which includes December 24th through January 1st. Vacation days other than provided at Thanksgiving and Christmas will require written request. These automatic time suspensions may be approved verbally by the ENGINEER upon notification by the CONTRACTOR of his intent to shut down his operations for one or both of these periods. If the CONTRACTOR does not shut down his operations during these periods, Contract Time will be charged as usual.

6.42.3 The CONTRACTOR shall submit written request to the ENGINEER for permission to suspend operations at least ten days in advance of the date of suspension.

6.42.4 The COUNTY reserves the right to refuse permission for a suspension (including automatic suspensions) when it might cause undue inconvenience to the traveling public or when, because of other factors, uninterrupted prosecution of the Work is essential.

6.42.5 The CONTRACTOR shall retain sufficient personnel at the job site to properly maintain all maintenance of traffic requirements.

6.42.6 Contract Time will not be charged during the period of any approved suspension for vacation, as long as no Work (with the exception of that specified in 6.42.5) is accomplished on the Project.

6.42.7 The CONTRACTOR shall not be permitted to suspend operations for vacation periods when the CONTRACTOR has failed to achieve Substantial Completion in accordance with the Contract Documents.

6.43 Computation of Contract Time.

6.43.1 The CONTRACTOR shall perform fully, entirely and in accordance with the Specifications, the contracted Work within the Contract Time or as may be extended in accordance with the Contract Documents. The CONTRACTOR acknowledges that the allowable Contract Time is calculated with consideration given that significant Work is not normally accomplished on Saturdays, Sundays, COUNTY Legal Holidays and during seasonal inclement weather conditions common to Central Florida with accompanying normal delays in prosecution of Work on controlling items. The effect on job progress of utility relocation and adjustments and the scheduling of construction operations required in order to adequately maintain traffic, as detailed in the Plans, has also been considered in the computation of the allowable Contract Time.



6.43.2 Adjusting Contract Time.

6.43.2.1 The COUNTY may grant an extension of Contract Time when a Controlling Work Item is delayed by factors not anticipated or foreseeable at the time of Bid. Such extension of time may be allowed only for delays occurring during the Contract Time period or authorized extension of the Contract Time period. When failure by the COUNTY to fulfill an obligation under the agreement results in delays in the Controlling Work Items, such delays will be considered as a basis for granting credit to the Contract Time. Extensions of Contract Time will not be granted for delays due to the fault or negligence of the CONTRACTOR. Time extensions for delays caused by the effects of inclement weather are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the CONTRACTOR from productively performing Controlling Work Items resulting in:

(1) The CONTRACTOR being unable to work at least 50 percent of the normal Work day on pre-determined Controlling Work Items due to adverse weather conditions or;

(2) The CONTRACTOR must make major repairs to Work damaged by weather. Providing the damage was not attributable to a failure to perform or neglect by the CONTRACTOR, and providing that the CONTRACTOR was unable to Work at least 50 percent of the normal Workday on pre-determined Controlling Work Items.

The affect of utility relocation (temporary and permanent) and adjustment Work on job progress will be considered as the basis for granting a time extension only if all the following criteria are met:

(1) Delays are the result of utility Work not detailed in the Plans or utility Work detailed in the Plans which is not accomplished in reasonably close accordance with the schedule;

(2) Utility Work actually affected progress toward completion of Controlling Work Items; and,

(3) The CONTRACTOR took all reasonable measures to minimize the effect of utility Work on job progress including cooperative scheduling of his operations with the scheduled utility Work at the preconstruction conference, at Project meetings, and providing adequate advance notification was given to utility companies at Project meetings as to the dates on which their operations must be coordinated with the Contractor's operations to avoid delays.

(4) Such delays exceed thirty (30) impact to Controlling Work Items.

6.43.2.2 Extension of Contract Time under the provisions of these Contract Documents shall not entitle CONTRACTOR to additional compensation or form the basis for Contract Claims.

6.44 Rights In and Use of Materials Found On the Site of the Work.

6.44.1 Except as provided in the Plans and Specifications, all Materials which are not the property of the COUNTY or other persons, in both roadway and structures, found on the right-of-way, and all Material in structures removed by the CONTRACTOR, shall become the property of the CONTRACTOR and shall be disposed of by him. Such Materials shall not include earth or other excavated Material required for the construction of the Work. Materials from existing structures required to be removed and which are designated to remain the property of the COUNTY may generally be used by the CONTRACTOR during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given, and shall subsequently be stored in an accessible location if so directed by the ENGINEER.

6.44.2 Any ornamental trees and shrubs existing in the right-of-way, which are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset, or to be removed by others prior to the construction operations, shall become the property of the CONTRACTOR.

6.45 Final Cleaning Up of Right-of-Way. Upon completion of the Work, and before Acceptance and Final Payment will be made, the CONTRACTOR shall remove from the COUNTY's right-of-way and adjacent



property all false Work, Equipment, surplus and discarded Materials, rubbish and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave all waterways and drainage facilities unobstructed and the roadway in a neat and presentable condition throughout the entire length of the Work.

6.46 Maintenance of Traffic.

6.46.1 The Maintenance of Traffic requirements of the Contract Documents are essential life safety requirements designed to assure the safety of the traveling public.

6.46.2 Project specific Maintenance of Traffic requirements may be set forth in the Supplementary Conditions. If Project specific Maintenance of Traffic requirements are set forth in the Supplementary Conditions then Division II "Construction Details", Section 102 Maintenance of Traffic is deleted. If Project specific Maintenance of Traffic requirements are not set forth in the Supplementary Conditions then Division II "Construction Details", Section 102 Maintenance of Traffic shall apply.

6.47 Pollution, Vibration and Noise Controls.

6.47.1 Scope of Work. The CONTRACTOR shall minimize noise, vibration, and air pollution caused by construction activities. The CONTRACTOR shall control the generation and disposal of solid and hazardous wastes.

6.47.2 Implementation.

6.47.2.1 Noise Control shall be in accordance with Federal, State, and COUNTY regulations. The CONTRACTOR shall comply with all COUNTY Ordinances and regulations dealing with noise abatement.

6.47.2.2 Vibration Control shall be in accordance with Federal, State, and COUNTY regulations. It is the CONTRACTOR's sole responsibility to prevent damage from vibration to adjacent structures and property.

6.47.2.3 Air Pollution Control shall be in accordance with Federal, State, and COUNTY regulations.

6.48 Dust and Waste Control.

6.48.1 CONTRACTOR shall take precautions to minimize dust emissions from operations involving demolition, excavation, grading, clearing of land and disposal of solid waste.

6.48.2 Solid and Hazardous Waste Control shall be in accordance with Federal, State, and COUNTY regulations. The CONTRACTOR is solely responsible for the disposal of any hazardous waste that is generated by the CONTRACTOR's operation.

6.48.3 In order to implement these regulations, CONTRACTOR shall use the following procedures and techniques:

6.48.3.1 Air Pollution.

- (a) Dust
 - (i) Cover loads of materials, debris and soil transported from construction sites.
 - (ii) As necessary, provide street sweeps and water downs on streets which have heavy volumes of construction vehicles carrying debris and excavated materials.
 - (iii) As needed, wash trucks which haul soil from the site.
 - (iv) Water down construction sites as needed to suppress dust, during handling of excavation soil, debris or during demolition.



(b) Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.

(c) Use construction equipment which has been designed and equipped to prevent or control air pollution in conformance with the regulations of the EPA, state and local authorities.

6.48.3.2 Solid and Hazardous Waste.

(a) Solid wastes may be disposed of in a number of ways, including reuse on the project, sale for fuel, through controlled incineration, donation to other public private dump sites, either free or for a fee. Hazardous material shall be disposed of at properly permitted disposal facilities.

(b) Haul routes for transporting solid or hazardous wastes shall comply with the requirements of state and local authorities.

6.49 Temporary Facilities.

6.49.1 Description. This section describes the CONTRACTOR'S responsibility for temporary facilities and utilities that the CONTRACTOR may require during construction.

6.49.2 Scope.

6.49.2.1 Provide temporary facilities required which may include, but are not necessarily limited to, the following:

- (a) Telephone (two lines at a minimum)
- (b) Storage sheds
- (c) Temporary water service
- (d) Temporary sanitary service
- (e) Temporary lighting and electrical service
- (f) Temporary fire protection
- (g) Temporary office trailers, including temporary utilities
- (h) Safety and Visitor Protection

6.49.2.2 Furnish and install temporary water service for use throughout construction period.

- (a) Water for construction purposes.
- (b) Water for other purposes:
 - (i) Testing
 - (ii) Temporary sanitary facilities
 - (iii) Cleaning
- (c) Drinking water.

6.49.2.3 Maintain adequate volume of water for all purposes.

6.49.2.4 Provide separate supply of potable water. If supplied from COUNTY source, the system shall be protected by approved back flow devices.

6.49.2.5 Maintain strict supervision of use of temporary services.

- (a) Enforce conformance with applicable codes and standards.
- (b) Enforce sanitary practices.



- (c) Prevent abuse of services.
- (d) Prevent wasteful use of water.

6.49.2.6 Pay costs for temporary water supply used by all trades, including costs of installation, maintenance, and removal of pipe and equipment.

6.49.2.7 Requirements of Regulatory Agencies.

- (a) Obtain, pay for permits, fees, deposits required by governing authorities.
- (b) Comply with federal, state and local codes.

6.49.3 Temporary Electricity and Lighting.

6.49.3.1 Furnish, install and maintain adequate temporary lighting and electric power service for construction needs throughout construction period. **ALL TEMPORARY ELECTRICAL FACILITIES SHALL MEET THE REQUIREMENTS OF ALL PERTINENT BUILDING CODES.**

6.49.3.2 Maintain strict supervision of use of temporary services.

- (a) Enforce conformance with applicable standards.
- (b) Enforce safe practices.
- (c) Prevent abuse of services.

6.49.3.3 Pay costs of, installation, maintenance and removal of temporary electrical services used.

6.49.3.4. Requirements of Regulatory Agencies.

- (a) Obtain and pay for permits as required by governing authorities.
- (b) Comply with applicable codes.
 - (i) National Electrical Code.
 - (ii) National Electrical Safety Code.
 - (iii) National Fire Protection Association Pamphlet.
 - (iv) Federal, state and local codes and utility company regulations.

6.49.3.5 Provide night security lighting at secured areas within construction limits at offices, storage facilities and excavated areas.

6.49.4 Temporary Sanitary Facilities.

6.49.4.1 Furnish, install and maintain temporary sanitary facilities for use throughout construction period.

- (a) Potable water for construction personnel:
 - (i) Portable containers to dispense drinking water.
- (b) Enclosed toilet facilities for construction personnel.

6.49.4.2 Maintain strict supervision of use of facilities.

- (a) Enforce conformance with applicable standards.
- (b) Maintain, service and clean facilities.
- (c) Enforce proper use of sanitary facilities.

6.49.4.3 Cost of Installation and Operation.



- (a) Pay costs of temporary sanitary facilities, including costs of installation, maintenance and removal.
- (b) Pay service charges for use of portable units.
- (c) Pay costs of water or ice.

6.49.4. Facility Locations.

- (a) Within the project site.
- (b) Drinking water: Convenient to work stations.
- (c) Toilet and washing facilities:
 - (i) Secluded from public observation if possible.
 - (ii) Convenient for use of personnel in relation to work stations.

6.49.4.5 Requirements of Regulatory Agencies.

- (a) Obtain and pay for permits as required by governing authorities.
- (b) Comply with federal, state and local codes, and utility company regulations.

6.49.5 Contractor Employee Parking.

6.49.5.1 The CONTRACTOR is to submit a plan of intended parking areas prior to mobilizing on site.

6.49.5.2 The CONTRACTOR is to maintain strict supervision of use of the parking areas. The CONTRACTOR is to maintain, service and clean the areas.

6.49.6 Contractor Offices.

6.49.6.1 If the CONTRACTOR is going to move an office trailer to the Project site, the CONTRACTOR'S and subcontractor's office trailers are to be located in an area approved by the COUNTY.

6.49.6.2 The CONTRACTOR shall provide the following temporary utilities for the office trailers:

- (a) Potable water
- (b) Sanitary sewer
- (c) Electrical
- (d) Telephone (two lines at a minimum)

6.49.6.3 The CONTRACTOR shall be responsible for costs of installing the utilities from the points of connection, maintenance, and removal of all materials for all temporary utilities. Additionally, the CONTRACTOR shall be responsible for maintenance and removal of parking areas around the CONTRACTOR'S office trailers. This shall include policing the area of litter and debris, and weed control.

6.49.6.4 Provide and maintain a temporary fire protection system as construction progresses for control of fires that may occur during construction. Temporary fire protection shall be provided in accordance with Code requirements.

6.49.6.5 The CONTRACTOR shall provide, at his expense, a field office for the exclusive use of the ENGINEER. This field office shall be located within the right-of-way or in a close proximity of the Work areas and shall be provided subject to the provisions hereinafter stipulated. The CONTRACTOR shall confer with the ENGINEER prior to establishing the field office and obtain approval as to location, Materials, layout and required details and facilities. This field office shall, in general, consist of the following features:

6.49.6.6 Have a total of not less than five hundred (500) square feet of floor space, exclusive of utility room and toilet room.



6.49.6.7 Shall consist of a trailer (or two (2) attached trailers), new or existing building (commercial or residential). The CONTRACTOR shall perform whatever work necessary to comply with the requirements of this Section.

6.49.6.8 Shall be partitioned as directed by the ENGINEER providing, in general, a minimum number of areas as follows: ENGINEER'S office, drafting room, two (2) storage closets and hallways. The utility room and toilet room shall be fully enclosed as separate rooms.

6.49.6.9 All fully enclosed offices, laboratory, utility room and toilet room shall be quipped with inside doors.

6.49.6.10 Have at least two (2) hinged or sliding windows on each face of the building.

6.49.6.11 Have at least two (2) entrance doors which can be securely locked.

6.49.6.12 Be of substantial construction with interior finish, floored, insulated and covered with weatherproof roof.

6.49.6.13 Be equipped with screen doors, window screens and be dust and wind-tight.

6.49.6.14 Be outfitted with at least the following furnishings.

- (a) 2 (3'x5') office desks with chairs
- (b) 1 drafting table with stool
- (c) 1 (3'x5') plan layout table; sturdily constructed
- (d) 12 straight back chairs
- (e) 1 four drawer steel filing cabinet
- (f) 2 bookcases with a minimum three shelves each
- (g) 2 plan racks; each capable of handling 5 plan sets
- (h) 1 (2'x3') ENGINEER'S sign; prominently displayed
- (i) 2 (3'x6') conference tables

The ENGINEER'S field office shall be furnished with portable electrical heating units, control, air conditioning capable of maintaining an indoor temperature of 68 degrees when the outside temperature is 95 degrees in the shade, illumination, conveniently located 110V outlets, inside sanitary and disposal facilities (including a lavatory or washbasin and toilet), hot and cold water supply, drinking water supply, and not less than two (2) private telephone lines. The toilet shall be connected to a sanitary sewer system or to a septic system furnished, installed and maintained by the CONTRACTOR. The field office shall be kept in good repair and serviceable against weather conditions for the duration of the Agreement. Daily janitorial service and maintenance service shall be provided throughout the Contract Period. All utility bills shall be paid by the CONTRACTOR except the CONTRACTOR will be reimbursed for all telephone calls made by the ENGINEER outside the local exchange area. The CONTRACTOR shall, at a convenient location adjacent to the field office, provide and maintain parking facilities for the accommodation of a minimum of five (5) automobiles. This area shall be graded, prepared for drainage and surfaced with crushed stone or other acceptable material including a driveway connecting it to the nearest paved road. In the event the ENGINEER'S field office or appurtenant facilities are damaged or destroyed during the Agreement period, the CONTRACTOR shall, at his expense, repair or replace the same to its original condition. The CONTRACTOR shall be responsible for obtaining all necessary permits for the construction of the building and utilities and shall otherwise comply with the codes and regulations of local, City, and County agencies, and public and private utilities and shall pay all connection fees in connection therewith. Upon satisfactory completion and acceptance of all Work under this Agreement, the field office and all facilities and furnishings provided therewith by the CONTRACTOR shall remain the property of the CONTRACTOR and shall be removed by him from the site of the Project. Any furnishings or items which may be furnished personally by the ENGINEER shall remain the property of the ENGINEER. No separate payment will be made for furnishing, maintaining, servicing and ultimately removing the aforescribed field office and sanitary facilities and all costs in connection therewith shall be considered incidental to the Agreement and fully covered in the price paid for the various items of Work set out in the Agreement.



6.50 Video and Photographs.

6.50.1 CONTRACTOR shall provide the COUNTY with a video record of the existing conditions prior to construction. This video shall be a standard VHS Cassette format. The following features shall be shown in a clear manner, but not limited to the following:

- (a) All existing features and improvements within the right-of-way.
- (b) All existing features and improvements within temporary construction easements.
- (c) All existing features and improvements within permanent easements.
- (d) All existing features and improvements adjacent to any construction.

6.50.2 Detail of the video shall be such that the following features and improvements shall be clear and visible:

- (a) Cracks in walls.
- (b) Condition of fencing.
- (c) Condition of planted areas and types of vegetation.
- (d) Condition of sodded areas.
- (e) Conditions of sprinkler systems and associated controls and wiring.
- (f) Condition of signs.
- (g) Conditions of lighting and associated wiring.

Significant detail of any pre-existing damages to physical features and improvements shall be shown. The coverage of the video should include the limits of effects of the use of vibratory rollers. This video record shall be presented to the COUNTY within thirty (30) Days of the Commencement Date specified in the Notice to Proceed.

6.50.3 CONTRACTOR shall provide COUNTY with still photographs of the existing conditions prior to construction. The scope and detail of required still photographs may be further detailed in the Supplementary Conditions.

6.51 Field Materials on Private Property. Work performed on private property when the COUNTY owns permanent easements for access, drainage facilities, or other purposes, may require excavation and the use of fill materials. The CONTRACTOR shall, when possible, backfill excavated lands with the fill materials originally excavated. In any event the filling of excavated lands shall be accomplished using material of substantial similarity to the excavated material.



SECTION 7 - WORK BY OTHERS**7.1 Related Work At Site.**

7.1.1 COUNTY may perform other work at the site by COUNTY's own forces, provide for or allow other work to be performed by other owners, or let other direct contracts for other work. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work.

7.1.2 CONTRACTOR shall afford each owner and contractor (or COUNTY, if COUNTY is performing the additional work with COUNTY's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of Materials and Equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make it integrate properly with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected.

7.1.3 If any part of CONTRACTOR's Work depends for proper execution or results upon the work of COUNTY or any such other contractor or owner, CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure to so report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in the other work. Wherever Work to be performed by CONTRACTOR is dependent upon the work of any separate contractor, CONTRACTOR shall: (1) coordinate his Work with the dependent work; (2) provide necessary dependent data and requirements; (3) supply or install items to be built into dependent work of others; (4) make provisions for dependent work; (5) check and verify dependent dimensions of previously placed work; (6) notify ENGINEER of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of any such Work; and (7) not proceed with any such Work until any unsatisfactory dependent conditions have been corrected. Installation of work by CONTRACTOR or by a Subcontractor in any given area shall constitute acceptance by CONTRACTOR or by such Subcontractor of all previously placed dependent work, subject to the exceptions previously noted.

7.1.4 If COUNTY contracts with others for the performance of other work at the site, the CONTRACTOR shall be responsible for coordination of the activities among the various contractors. Unless otherwise provided in the Supplementary Conditions, coordination with other contractors will be the responsibility of CONTRACTOR and neither COUNTY nor ENGINEER shall have any authority or responsibility in respect of such coordination.

7.2 Mutual Duties and Responsibilities.

7.2.1 Should CONTRACTOR cause damage to the work or property of any separate contractor or owner performing work at or contiguous to the site, or should any claim arising out of CONTRACTOR's performance of Work at or contiguous to the site be made by any separate contractor or utility owner against CONTRACTOR, COUNTY, ENGINEER, or ENGINEER OF RECORD, CONTRACTOR shall promptly attempt to settle with such separate contractor or utility owner by agreement, or to otherwise resolve the dispute at equity or at law.

7.2.2 Should any separate contractor or owner cause damage to the Work or property of CONTRACTOR, or should the performance of work by any separate contractor or owner at or contiguous to the site give rise to any other claim by CONTRACTOR, CONTRACTOR shall promptly attempt to settle with such separate contractor or owner by agreement, or to otherwise resolve the dispute at equity or at law. CONTRACTOR shall not institute any action, legal or equitable, against COUNTY, ENGINEER, ENGINEER OF RECORD, or their consultants directors, officers, agents, and employees or permit any action against them to be maintained and continued in its name or for its benefit in any court or before any arbiter which



seeks to impose liability or recover damages from COUNTY, ENGINEER, ENGINEER OF RECORD or their consultants, directors, officers, agents, or employees on account of these.

7.2.3 In the event that COUNTY incurs costs contrary to the provisions of this subsection, COUNTY will be entitled to deduct these costs from the Contract Price by issuing a Change Order.

7.3 Extensions in Contract Time. If CONTRACTOR is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor or entity performing work at the site noted in the Contract Documents, CONTRACTOR may request an extension in Contract Time; if COUNTY agrees that the delay requires an adjustment in Contract Time, COUNTY shall authorize the necessary extension of Contract Time. However, an extension in Contract Time(s), if so granted, shall be CONTRACTOR's sole and exclusive remedy with respect to COUNTY, ENGINEER, and ENGINEER OF RECORD, and their consultants, agents and employees for any delay, disruption, interference, inefficiency, extension, constructive acceleration or hindrance and associated costs, however caused, resulting from delays caused by others performing other work at the site.

7.4 Contract Time Coordination.

7.4.1 CONTRACTOR shall give prompt written notice to COUNTY, ENGINEER and any other affected contractor(s) whenever CONTRACTOR anticipates a conflict in Contract Time(s) related to or simultaneous with associated Contract Time (s) in the work of others. Within seven (7) days thereafter, CONTRACTOR shall be required to deliver to ENGINEER proposed actions to either (a) prevent an adverse effect on the Progress Schedule of the other contractors arising from delays to the Work, or (b) prevent or overcome an adverse effect on the Progress Schedule for the Work arising from delays from another contract.

7.4.2 When Work is performed out of sequence and ahead of interfacing Work, CONTRACTOR shall be responsible for taking reasonable steps to minimize damage or loss to the Work which may be caused by others during the performance of their work, including (but not limited to) furnishing written notice to ENGINEER and to the other contractors that Work has been performed out of sequence and ahead of interfacing Work.

7.4.3 When work by others is performed out of sequence and ahead of interfacing Work, the said work shall be considered as if it had been shown on the Contract Documents. CONTRACTOR shall be responsible for protecting said work and shall replace, repair or otherwise settle with others any and all damage caused as a result of the performance of Work out of sequence.



SECTION 8 - COUNTY'S RESPONSIBILITIES**8.1 General.**

8.1.1 COUNTY shall generally issue all communications to CONTRACTOR through ENGINEER. However, communications related to 3.5540 – "Contract Claims" of Section 3.55, Purchasing Policy of the Seminole County Administrative Code, or successor provisions, shall be issued by the COUNTY's Purchasing Manager or County Manager.

8.1.2 In case of termination of the employment of ENGINEER, COUNTY shall appoint an engineer whose status under the Contract Documents shall be that of the former ENGINEER.

8.1.3 COUNTY shall furnish the data required of COUNTY under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in Section 14.

8.1.4 COUNTY's duties in respect of providing lands and easements and engineering surveys to establish reference points, and identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER OF RECORD in preparing the Drawings and Specifications are set forth in Section 4.

8.1.5 COUNTY will issue unilaterally or negotiate, at its discretion, Change Orders as provided in these Contract Documents.

8.1.6 COUNTY's responsibility in respect of certain inspections, tests and approvals is set forth in Section 13.

8.1.7 COUNTY may allow its consultants, agents, attorneys, employees, and others access to the site. CONTRACTOR shall cooperate with COUNTY in allowing such access.



SECTION 9 - ENGINEER'S AND ENGINEER OF RECORD'S STATUS DURING CONSTRUCTION

9.1 COUNTY'S Representative. ENGINEER will be COUNTY's representative during the construction of the Work. The duties and responsibilities and the limitations of authority of ENGINEER as COUNTY's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of COUNTY and ENGINEER.

9.2 Visits to Site.

9.2.1 ENGINEER OF RECORD may make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

9.2.2 ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

9.3 Project Representation. ENGINEER, in the ENGINEER's sole discretion, may furnish a Project Manager and Field Representative(s) including inspectors to assist ENGINEER in observing the performance of the Work. In the event that ENGINEER elects not to furnish a Project Manager, Field Representative or Inspectors, the ENGINEER or its designated agents shall perform the duties of the Project Manager, Field Representative or Inspectors set forth in the Contract Documents. COUNTY may designate another agent to represent COUNTY at the site who is not ENGINEER's agent or employee.

9.4 Duties, Responsibilities and Limitations of Authority of Project Manager.

9.4.1 Project Manager will act as directed by ENGINEER and will confer with ENGINEER regarding his activities. Project Manager will perform the duties and responsibilities described herein with the assistance of Field Representative(s). ENGINEER shall generally issue all communications to CONTRACTOR through Project Manager, including but not limited to communications directed to CONTRACTOR, from COUNTY through ENGINEER. CONTRACTOR shall generally issue all communications to COUNTY, ENGINEER OF RECORD and ENGINEER through Project Manager.

9.4.2 Project Manager will provide instructions to Field Representative(s) on procedures to be followed and schedule inspections of the Work; review daily inspection reports prepared by Field Representative(s); prepare draft Field Orders, Change Requests or Change Orders as required and review them with Field Representative(s), ENGINEER or COUNTY, as applicable.

9.4.3 Project Manager will attend meetings with CONTRACTOR, such as the Preconstruction Conference, Project Meetings and any other Project related meetings and prepare and circulate copies of minutes thereof. The preparation and circulation of minutes of preconstruction conferences, Project meetings and any other Project related meetings shall not relieve CONTRACTOR of CONTRACTOR's responsibility to coordinate the work of the COUNTY, utility contractors, or the work of others or the CONTRACTOR's responsibility for scheduling and sequencing its Work with the work of the COUNTY, utility contractors or the work of others.

9.4.4 Project Manager will serve as ENGINEER's liaison with CONTRACTOR, Working principally through CONTRACTOR's superintendent, to assist in understanding the intent of the Contract Documents, and will serve as COUNTY's liaison with CONTRACTOR when CONTRACTOR's operations affect COUNTY's on-site operations, and when additional information is required from COUNTY for proper execution of the Work.

9.4.5 Project Manager will advise CONTRACTOR, through or with the assistance of Field Representative(s), of the commencement of any Work requiring a Shop Drawing or sample, when it is observed that a submittal has not been reviewed by ENGINEER OF RECORD.



9.4.6 Project Manager will conduct general on-site observations of the Work in progress and receive Field Representative(s)'s observation comments and non-conformance reports, to determine if the Work is proceeding in accordance with the Contract Documents.

9.4.7 Project Manager will notify CONTRACTOR of disapproval or rejection of Work whenever Project Manager or ENGINEER believe that any Work is Defective, and will notify CONTRACTOR whether Defective Work is to be corrected, or replaced.

9.4.8 Project Manager will notify CONTRACTOR of any Work that is to be uncovered for observation, testing inspection or approval.

9.4.9 Project Manager will accompany, through or with the assistance of Field Representative(s), visiting inspectors representing governmental or other agencies having jurisdiction over the Project, and record the results of the inspections and report to ENGINEER.

9.4.10 Project Manager will transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

9.4.11 Project Manager will consider and evaluate CONTRACTOR's proposed variations and the changes in the Work or the Contract Documents and report such proposals and evaluations to ENGINEER. Project Manager will communicate decisions on such proposals to CONTRACTOR as issued by ENGINEER or COUNTY.

9.4.12 Project Manager will report promptly to ENGINEER and COUNTY upon gaining knowledge of the occurrence of any accident at the site.

9.4.13 Project Manager will prepare reports of the progress of the Work and of CONTRACTOR's compliance with the Progress Schedule.

9.4.14 Project Manager will consult as appropriate with ENGINEER in advance of scheduled major tests, inspections or the commencement of important phases of the Work.

9.4.15 Project Manager will review and evaluate CONTRACTOR's Application for Payment and advise ENGINEER accordingly.

9.4.16 Project Manager will review and evaluate CONTRACTOR's notice that CONTRACTOR considers the Work (or part thereof) substantially complete and advise ENGINEER accordingly.

9.4.17 Project Manager will observe whether all items on lists of items to be completed prior to Final Payment have been completed and make recommendations to ENGINEER concerning Acceptance.

9.4.18 During the course of the Work, the Project Manager will verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and deliver this Material to ENGINEER.

9.4.19 Project Manager will not: (1) authorize any variation or change in the Work or in the Contract Documents or approve any equivalent Material or Equipment; (2) exceed the limitations of Project Manager's authority as set forth in this document; (3) undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent, or expedite the Work; (4) inspect, advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents; (5) inspect, advise on or issue directions as to safety precautions and programs in connection with the Work; (6) certify Substantial Completion of the Work; or (7) participate in specialized field or laboratory tests, unless qualified by an appropriate certifying agency.

9.5 Duties, Responsibilities and Limitations of Authority of Field Representative(s).



9.5.1 As requested by Project Manager, Field Representative(s) will assist in obtaining from COUNTY additional details or information, when required at the job site for proper execution of the Work.

9.5.2 Field Representative(s) will advise Project Manager and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample submission if he observes that a submittal(s) has not been reviewed by ENGINEER OF RECORD.

9.5.3 Field Representative(s) will conduct on-site observations of the Work in progress to assist Project Manager in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will substantially conform to the Contract Documents.

9.5.4 Field Representative(s) will notify CONTRACTOR and report to Project Manager for review and possible disapproval or rejection by ENGINEER or Project Manager whenever he believes that any Work is defective.

9.5.5 Field Representative(s) will notify CONTRACTOR and report to Project Manager for determination of necessary action by ENGINEER or Project Manager when he believes Work should be uncovered for observation, testing, inspection or approval.

9.5.6 Field Representative(s) will verify that tests, Equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel and that CONTRACTOR maintains adequate records thereof; observe, record and report to Project Manager appropriate details relative to the test procedures and start-ups.

9.5.7 Field Representative(s) will report to Project Manager when clarifications and interpretations of the Contract Documents are needed or requested.

9.5.8 Field Representative(s) will keep a diary recording hours on the job site, weather conditions, data relative to questions of extras or deductions, lists of visiting officials and representatives of Suppliers, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Field Representative(s) will summarize such information on the daily diary and submit copies to Project Manager.

9.5.9 Field Representative(s) will assist Project Manager with record keeping as directed by Project Manager.

9.5.10 Field Representative(s) will report immediately to COUNTY, ENGINEER and Project Manager upon gaining knowledge of the occurrence of any accident.

9.5.11 Field Representative(s) will assist Project Manager with the review and evaluation of CONTRACTOR's Application for Payment, noting particularly their relation to the schedule of values, Work completed, and Materials and Equipment delivered at the site but not incorporated in the Work.

9.5.12 Field Representative(s) will prepare draft lists of items to be completed or corrected (punch lists) as directed by Project Manager.

9.5.13 Field Representative(s) will not: (1) authorize any variation or change in the Work or in the Contract Documents or approve any equivalent Material or Equipment; (2) exceed the limitations of Field Representative(s)'s authority as set forth in this document; (3) undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent, or expedite the Work; (4) inspect, advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents; (5) inspect, advise on or issue directions as to safety precautions and programs in connection with the Work; (6) certify Substantial Completion of the Work; or (7) participate in specialized field or laboratory tests unless qualified by an appropriate certifying agency.



9.6 Clarifications and Interpretations. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.7 Authorized Variations in Work. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents and required to produce the intended result. These may be accomplished by a Field Order and will be binding on CONTRACTOR who shall perform the Work involved promptly.

9.8 Rejecting Defective Work. ENGINEER will have authority to disapprove or reject Work at any time during the construction of the Work, which ENGINEER believes to be Defective. ENGINEER will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. When CONTRACTOR has been notified by ENGINEER of disapproval or rejection of Defective Work, CONTRACTOR shall take immediate action to correct or replace same.

9.9 Determinations of Quantities and Classifications of Unit Price Work. ENGINEER will determine the actual quantities of each classification of Unit Price Work. ENGINEER will review with CONTRACTOR, 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 decisions thereon will be final and binding upon CONTRACTOR, unless, within seven (7) days after the date of any such decision, CONTRACTOR delivers to COUNTY written notice of a Contract Claim.

9.10 Decisions on Disputes. ENGINEER will be the initial interpreter of the requirements of the Contract Documents, and in such capacity will render initial determinations in respect of the acceptability of the Work thereunder. Unless otherwise provided in the Contract Documents, notices, proposals or other matter relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this subsection which ENGINEER will render within a reasonable time. ENGINEER's written determination thereon shall be final and binding on CONTRACTOR unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days of receipt of such decision.

9.11 Limitations on ENGINEER's and ENGINEER OF RECORD's Responsibilities.

9.11.1 Neither ENGINEER's or ENGINEER's OF RECORD authority to act under this Section or elsewhere in the Contract Documents nor any decision or determination made by ENGINEER or ENGINEER OF RECORD in good faith to exercise or not to exercise such authority shall give rise to any duty or responsibility of ENGINEER or ENGINEER OF RECORD to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any Surety for any of them.

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

9.11.3 ENGINEER and ENGINEER OF RECORD will not be responsible for CONTRACTOR's means, schedules, methods, techniques, sequences or procedures of construction, or the safety precautions and



programs incident thereto, and ENGINEER and ENGINEER OF RECORD will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.11.4 ENGINEER and ENGINEER OF RECORD will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.



SECTION 10. CHANGES IN THE WORK

10.1 Changes in the Work.

10.1.1 Without invalidating the Agreement and without notice to any Surety, COUNTY may, at any time, by duly executed Change Order, order changes within the scope of the Contract Documents consisting of additions, deletions or other revisions in the Work. Upon receipt of that order, CONTRACTOR shall promptly proceed or continue with the Work involved (based on the conditions stated and other applicable conditions in the Contract Documents). If a change under this Section causes an increase or decrease in the Contract Price or any extension or shortening of the Contract Time, COUNTY will make an adjustment as provided in Section 11.

10.1.2 COUNTY or ENGINEER may present to CONTRACTOR a change request requesting that CONTRACTOR submit a proposal for an adjustment in Contract Price or Contract Time or both for a proposed change in the Work. CONTRACTOR shall submit a proposed adjustment with all supporting data and the directions given in the change request within 14 days of receipt. Said proposed adjustment shall include an itemized estimate of all costs and time for the performance that will result directly or indirectly from the changes described. Estimates shall be prepared and in sufficient detail and with documentation such that ENGINEER can (1) analyze all Material, labor, Equipment, subcontract, overhead costs and fees, and any other costs covering all aspects of the Work involved in the change, whether such was added, deleted, changed, or impacted; (2) determine that the proposal reflects all impacts on the Contract Documents of the proposed change; and (3) establish that all provisions of the Contract Documents have been complied with.

10.1.3 COUNTY or ENGINEER may give instructions which may result in changes in the Work not involving an adjustment in the Contract Price or the Contract Time when such changes are necessary or expedient to the satisfactory performance and completion of the Work. These instructions shall be binding on CONTRACTOR. Any instruction, direction, interpretation, or determination from COUNTY or ENGINEER which causes a change shall be treated as a change under this Section provided that CONTRACTOR gives ENGINEER written notice stating the date, circumstances, specific order, and that CONTRACTOR regards the instruction as a change. Such written notification shall be given to ENGINEER within seven (7) days after receipt and before CONTRACTOR acts on said instruction, direction, interpretation, or determination. No Contract Claim, change or notice by CONTRACTOR will be allowed if asserted after Work has commenced on, or if notice is not provided within the stated time limit provided after receipt of, the instruction, direction, interpretation, or determination from COUNTY, ENGINEER, or any other source.

10.1.4 In making changes under this Section, COUNTY may give consideration to a notice, proposal or Contract Claim from CONTRACTOR, provided the notice, proposal or Contract Claim is presented in accordance with the requirements of this Section. CONTRACTOR shall provide COUNTY or ENGINEER any additional or supplemental information requested for purposes of evaluation of CONTRACTOR's submittal, but such requests by the COUNTY or ENGINEER will not constitute acceptance of the notice, proposal or Contract Claim.

10.1.5 ENGINEER will evaluate a change notice from CONTRACTOR, and COUNTY will review with CONTRACTOR the results of the evaluation before rendering a determination. If COUNTY, with the advice of ENGINEER, concurs that a change in the Work has occurred or been ordered, CONTRACTOR will be directed to submit a proposal for an adjustment. If COUNTY concludes that a change has not occurred or been ordered, COUNTY's determination shall be final and binding on CONTRACTOR unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days from receipt of such decision.

10.2 Change Orders and Change Requests.

10.2.1 Contract Price, Contract Time or scope of the Work shall be changed only by Change Order (unilateral or bilateral).



10.2.2 A Change Order duly executed by COUNTY and CONTRACTOR provides for an all inclusive settlement for all changes and direct, supplemental, indirect, consequential and cumulative costs and delays, and CONTRACTOR's execution of the Change Order represents a waiver of any and all rights to file a Contract Claim on account of that instrument. An executed Change Order constitutes an accord and satisfaction of all claims related to the Change Order.

10.2.3 COUNTY and CONTRACTOR shall execute Change Orders covering changes in the Work (including any necessary adjustments in Contract Price or Contract Time) which are ordered or agreed to by the parties, changes in Contract Price or Contract Time which are agreed to in total with reasonable promptness. Adjustments to Contract Price resulting from changed Work shall only be included in Applications for Payment after a Change Order has been duly executed.

10.2.4 A Change Order, duly executed by COUNTY, but not executed by CONTRACTOR, or executed by CONTRACTOR with a notice of reservation of rights to claim additional adjustments under a Contract Claim, shall become final and binding on CONTRACTOR as a unilateral Change Order, without consideration of the reservation of rights, unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days after receipt of that instrument.

10.3 Waivers.

10.3.1 No Contract Claim by CONTRACTOR for an adjustment under these Contract Documents shall be allowed for any costs, disruption, suspension, interference, inefficiency, constructive acceleration or delay incurred more than seven (7) days before CONTRACTOR gives written notice as required.

10.3.2 No Contract Claim by CONTRACTOR for an adjustment under this Section shall be allowed if made after the date of Final Payment.

10.3.3 Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in Contract Price or an extension of Contract Time.

10.3.4 CONTRACTOR acknowledges that there may be changes during the course of the Work and acknowledges that the probable effect of changes has been accounted for in the development of the Contract Price and Progress Schedule. Whenever CONTRACTOR makes a Contract Claim under Section 11 such Contract Claim shall include the total amount of adjustment in Contract Price and Contract Time to which the CONTRACTOR believes it is entitled. Except as COUNTY and CONTRACTOR may otherwise agree in writing, CONTRACTOR shall be deemed to have waived (1) any adjustment to which it might otherwise be entitled under Section 11 where such Contract Claim fails to request such adjustments, (2) any increase in the amount of adjustment additional to that requested in the Contract Claim, and (3) any Contract Claim for reimbursement of impact allegedly resulting from the cumulative effect of the number, nature, or extent of any changes.

10.3.5 CONTRACTOR recognizes and accepts the notice provisions of these Contract Documents as material conditions of the Contract Documents and agrees to make no claim based upon COUNTY'S actual notice or lack of prejudice to the COUNTY.



SECTION 11 CHANGES IN CONTRACT PRICE OR CONTRACT TIME

11.1 Changes in Contract Price or Contract Time. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for the Work. All duties, responsibilities, risks of every nature, and obligations assigned or undertaken by CONTRACTOR shall be at CONTRACTOR's sole expense without change in the Contract Price or Contract Time except as set out below.

11.2 Change Requests or Contract Claims Substantiating Adjustments.

11.2.1 Supporting data for any change request or Contract Claim by the CONTRACTOR shall include at a minimum a complete and detailed breakdown of the proposed price and a detailed explanation of any time impact for the change. Said proposed price shall be based on the lowest reasonable cost consistent with sound construction practice. Such breakdown shall include itemizations by trade of all labor with man hours and hourly rates, Equipment with hours of use and rates, and Material by item with costs, all in sufficient detail to evaluate the cost of the individual components of the Work, including copies of purchase orders, invoices and subcontract change orders.

11.2.2 CONTRACTOR change request or Contract Claim shall state in writing, and provide evidence that the amounts included cover all direct, supplemental, indirect, consequential, and cumulative costs and delays, as applicable, and that those costs and delays would be or were necessarily incurred, despite CONTRACTOR's reasonable, prudent and diligent efforts to mitigate them.

11.2.3 CONTRACTOR change request and Contract Claim supporting data shall become due within seven (7) days of receipt of a change request or receipt by COUNTY of written notice of Contract Claim and shall remain firm for a period of not less than sixty (60) days from receipt by ENGINEER of the proposal or supporting data. Any delay in the submittal of change request or Contract Claim will not justify or constitute basis for an increase in Contract Price or Contract Time. Contract Claims shall be submitted on the forms provided in the Contract Documents.

11.2.4 Failure of CONTRACTOR to comply with the time requirements for written notice or for submittal of supporting data shall be considered a waiver by CONTRACTOR of any Contract Claim for an addition to the Contract Price or an adjustment to the Contract Time and CONTRACTOR agrees that no additional compensation or time adjustments are due if the provisions of Section 10 and this Section are not complied with.

11.2.5 Where the change in Contract Price arises from changes in the schedule of all or part of the Work, or where a change in Contract Time is sought, the change request shall be based on a detailed analysis of the Progress Schedule, and shall cover all applicable elements affecting the Work involved.

11.2.6 Contract Claims shall cover all aspects of the Work involved, whether relating to deleted, added, revised, or impacted items of Work. Amounts for Subcontractors or Suppliers at any tier shall be equally supported.

11.2.7 Contract Claims for an adjustment in Contract Price or Contract Time shall not be valid unless submitted in accordance with Section 10 and this Section.

11.2.8 Contract Claims shall be resolved under Section 3.55, Purchasing Policy of the Seminole County Administrative Code, or successor provisions.

11.3 Methods for Determining Adjustments in Contract Price.

11.3.1 The methods to be used to determine an adjustment in Contract Price necessitated by changes ordered, negotiated pursuant to these General Conditions, or a Contract Claim, collectively to be referred to as the "Work involved," are limited to the following:



11.3.2 Where the Work involved is covered or is of the same character as Unit Price Work (whether the Work involved is within the Project limits or not), by application of those Unit Prices to the quantities of the items involved (subject to the provisions covering Unit Price Work). No additional allowances or charges shall be added to these Unit Prices.

11.3.3 Where the Work involved is not covered by Unit Prices contained in the Contract Documents, Unit Prices may be negotiated on the basis of costs calculated in accordance with this Section.

11.3.4 By mutual acceptance of a lump sum price negotiated on the basis of CONTRACTOR's itemized estimate of the anticipated cost of the Work involved, determined as specified in this Section.

11.3.5 Where COUNTY and CONTRACTOR cannot agree on any of the methods described in subsections 11.3.2, 11.3.3, or 11.3.4, COUNTY may direct CONTRACTOR to proceed with the Work involved on the basis of actual costs in accordance with this Section. When the cost of the Work basis is directed by COUNTY, COUNTY shall prescribe the required procedures for accounting of the allowed costs. These procedures shall include daily accounting of the Material and Equipment used and labor employed. Failure to submit this information for acknowledgement by the ENGINEER within one day after any part of the Work is performed shall result in any discrepancy between ENGINEER's records and CONTRACTOR's records being resolved in favor of the ENGINEER's records.

11.3.6 Where COUNTY and CONTRACTOR cannot agree on any of the methods described in subsections 11.3.2, 11.3.3, or 11.3.4, and the COUNTY does not wish to proceed on a Cost of the Work basis as described in subsection 11.3.5, COUNTY with the advice of ENGINEER shall determine a reasonable adjustment of the Contract Price for the Work involved on the basis as described in Section 10 and this Section. The adjustment in Contract Price and Contract Time will be issued by unilateral Change Order and CONTRACTOR shall be paid on that basis. COUNTY's determination shall be final and binding unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days of receipt of such unilateral Change Order.

11.3.7 Where the Work involved is not covered by any of the preceding methods, and when payment is to be determined under the COUNTY's Contract Claims procedures or by a court of competent jurisdiction, it is agreed that the actual cost of the Work method shall be the appropriate method for determining the cost of the Work involved. Payroll, Equipment, Material and other costs will only be allowable when determined from daily time sheets which expressly correlate to the Work involved, were prepared while Work was in progress, clearly list actual units and usage, and were submitted to ENGINEER as the Work was performed. Costs, including but not limited to, office overhead and home office overhead of CONTRACTOR or subcontractors of every tier, shall not be derived from the computation of a rate by application of the Eichleay, Allegheny, Burden Fluctuation, total cost, or other similar formula based methodology.

11.3.8 Anticipated or actual costs computed for the Work involved means the sum of all incremental costs which would be, or actually were, necessarily incurred by CONTRACTOR in the proper performance of the Work. Those costs shall be in amounts no higher than those prevailing in the locality of the Project or as allowed elsewhere in these Contract Documents, and shall include only the appropriate items for labor, Material, Equipment, and supplemental costs specified below.

11.4 Determining Cost Adjustments to Changes in Contract Price.

11.4.1 CONTRACTOR shall provide to ENGINEER proof of any burdens, including insurance costs, added to base wages to determine payroll costs described in this Section.

11.4.2.1 Changes in the Contract Price made on the basis of the methods described in Section 11.3 shall be based upon the following: Payroll costs for craft labor in the direct employ of CONTRACTOR assigned to the site and engaged in furnishing and incorporating Materials or Equipment in the Work involved. Payroll costs shall include wages plus the necessary labor burdens, which may include social security, unemployment, Workers compensation, health and retirement benefits, vacation and Holiday pay, and other payments pursuant to union agreements but shall exclude profit sharing, bonuses, and similar



remunerations. Labor charges shall be allowed only for hourly labor directly involved in the Work. Such personnel may include Working foreman at the site. The cost of all salaried employees shall be considered as a part of allowances allowed in this Section. Labor rates shall be as actually paid based on certified payroll records or in accordance with general rates for various pay categories established by union agreements or by mutual agreement between COUNTY and CONTRACTOR prior to the commencement of the Work. The expenses of performing Work outside of normal Working hours, on weekends or Holidays, shall be included in the above to the extent authorized by COUNTY as set out in the Contract Documents.

11.4.2.2 Payments by CONTRACTOR to Suppliers for all Material and Equipment in the Work involved, including transportation and storage costs, and necessary Suppliers field services. All cash deposits shall accrue to COUNTY, if COUNTY advances funds to CONTRACTOR with which to make payments. All trade discounts, rebates and refunds and all returns from sale of surplus items shall accrue to COUNTY and CONTRACTOR shall make provisions so that they may be obtained. When required by COUNTY, CONTRACTOR shall obtain competitive bids from Suppliers in order to achieve a reasonable price. When determining Material and Equipment costs, actual invoices segregating items associated with Work involved shall be the record upon which actual costs shall be based.

11.4.2.3 Payments by CONTRACTOR to Subcontractors for Work involved performed by Subcontractors. When required by COUNTY, CONTRACTOR shall obtain competitive detailed bids from Subcontractors in order to achieve a reasonable price. When determining Subcontractor costs at any tier, the Subcontractor's Cost shall be determined in the same manner as CONTRACTOR's costs. All Subcontracts shall be subject to the provisions of this Section insofar as applicable.

11.4.2.4 Costs of field supplies consumed in the performance of the Work involved, and purchase costs of small tools used or consumed in the performance of the Work involved (and purchase cost less market value if used but not consumed) which are individually valued at less than \$1,000.00. Consumable shall include such items as rags, nails, fasteners, weld rod, gases, lubricants, paper, grout, stakes, power and fuel for tools and Equipment, chains, cables, hoses, water, and similar items normally used in the course of the Work. Costs of field supplies will be paid as a percentage of direct labor cost in an amount that shall not exceed the allowance shown in this Section.

11.4.2.5 Equipment costs required solely in connection with the Work involved reflecting rented or leased or owned Equipment cost for individual construction Equipment or machinery whose replacement value is in excess of \$1,000.00. Transportation, loading and unloading, installation, dismantling and removal costs shall be included only if such Equipment is or was transported to the site solely to perform the Work involved. All Equipment costs shall cease when the Equipment is no longer necessary to perform the Work involved. Payroll costs for craft labor operating the Equipment shall be as in subsection 11.4. Equipment costs shall be computed using the same accounting and estimating rules regardless of whether related to added or deleted items of Work.

11.4.2.6 Rented or owned Equipment at the site, and not in actual use, shall be paid at the rates for rented Equipment, or on the basis of fifty percent (50%) of the rates for owned Equipment, respectively, as specified below. In no event shall the idle time claimed in a day exceed the established normal Working hours. Payments for idle Equipment shall come due only as long as the Equipment was idled solely by actions of COUNTY, and provided that the idle period exceeds that normally experienced for such Equipment.

11.4.2.7 Except as provided below, for Equipment rented or leased, CONTRACTOR shall be entitled to amounts based on negotiated rental or lease rates, but in no event shall the amounts allowed exceed an hourly rate based on the monthly rates, listed in the most current and most appropriate Rental Rate Blue Book (Blue Book) published by Dataquest, Inc. for the area where the Project is located (presently 3 volumes, relating to Equipment of various ages) divided by 176 hours per month. Rates for Equipment not included in the Blue Book shall be interpolated or extrapolated from the information contained therein. In addition to the rental or leasing rate, operating costs shall not exceed the estimated hourly operation rate in the Blue Book. For multiple shift Work, the allowable Equipment rate for second or third shifts shall not exceed fifty percent (50%) of the adjusted base rate.



11.4.2.8 For Equipment rented or leased from lessor firms associated with or owned by CONTRACTOR, CONTRACTOR shall be entitled to reimbursement as though the Equipment was owned Equipment, as specified below.

11.4.2.9 For Equipment owned by CONTRACTOR, CONTRACTOR shall be entitled to costs based on billings established by his normal accounting practices, but in no event shall those costs exceed the maximum allowable costs for rented or leased Equipment.

11.4.2.10 Costs of special consultants who are not employees in the direct employ of CONTRACTOR or any of the Subcontractors or Suppliers, or special Subcontractors; provided that those costs are or were authorized by COUNTY prior to proceeding with the Work involved, and only if their activities are not covered by costs included under subsection 11.4, or are not excluded by subsection 11.9.

11.4.2.11 Sales, consumer, or similar taxes related to the Work involved, and for which CONTRACTOR is liable, royalty payments, and fees for permits and licenses, any of them related solely to the Work involved.

11.4.2.12 Deposits to be lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly to be employed by any of them or for whose acts any of them may be liable, related solely to the Work involved.

11.4.2.13 Increased costs of premiums for Bonds and Insurance resulting solely because of the Work involved.

11.5 Costs Covered by CONTRACTOR's Allowances.

11.5.1 Except as otherwise specifically provided in subsection 11.9, the cost of the Work involved shall not include any of the following costs, all of which are considered to be covered by CONTRACTOR's Allowances:

11.5.2 Payroll costs and other compensation of personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for management or administration of the Work, including, but not limited to, (a) CONTRACTOR's officers, executives, principals, general managers, Project managers, Project Managers, estimators, schedulers, detailers, claims consultants, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, and (b) resident superintendents, nonworking foremen, field engineers and architects, safety personnel, timekeepers, and clerks.

11.5.3 Expenses of CONTRACTOR's principal, branch and site offices and all field and home office overhead expenses of any nature except as authorized in writing by COUNTY prior to proceeding with the Work involved.

11.5.4 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work involved and charges for delinquent payments.

11.5.5 Costs due to the fault or 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 deposits to be lost, costs to correct Defective Work, disposal of Materials or Equipment wrongly supplied and making good any damage to property.

11.5.6 Market value of small tools used but not consumed which remain in the property of CONTRACTOR.

11.5.7 Costs associated with the preparation of Change Orders (whether or not ultimately authorized by COUNTY), or the preparation or filing of Contract Claims or other claims of any nature.

11.5.8 Expenses of CONTRACTOR associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings or unpaid retainage.



11.5.9 Costs derived from the computation of a "home office overhead" rate by application of the Eichleay, Allegheny, Burden Fluctuation, total cost, or other similar formula based methods.

11.5.10 Costs of special consultants or attorneys, whether or not in the direct employ of CONTRACTOR, employed for services specifically related to the resolution of a Contract Claim, dispute, or other matter relating to the acceptability of the Work.

11.5.11 Other administrative expense or contingent costs of any kind, and the costs of any item not specifically and expressly included in Section 11.

11.6 CONTRACTOR Allowances for Changes to the Work. CONTRACTOR's allowances, which includes costs not directly chargeable under this Section, expenses itemized in subsection 11.5, and profit shall not exceed the following percentages of the various portions of the Work involved. The percentages for allowances are specific as to each identified cost element and are not layered or cumulative in effect. No other allowances in addition to these will be allowed.

Cost Element	Allowance for Additions	Allowances for Deletions
CONTRACTOR and Subcontractor labor per subsection 11.4.2.1. exclusive of the premium portion of craft labor	15%	(7.5)%
CONTRACTOR and Subcontractor Equipment and Materials per subsection 11.4.2.2.	15%	(7.5)%
Subcontractor costs resulting from direct Subagreement with CONTRACTOR per subsection 11.4.2.3.	5%	(2.5)%
Allowance for small tools and consumable per subsection 11.4.2.4. (percentage of direct labor)	2%	0%
CONTRACTOR and Subcontractor owned or rented Equipment per subsection 11.4.2.5.	15%	(7.5)%
CONTRACTOR and Subcontractor supplemental costs per subsection 11.4.2.9. premium portion of craft labor costs; and other authorized costs.	0%	0%

11.7 Unit Price Work.

11.7.1 Where the Contract Documents provide for Unit Price Work, the Contract Price stated in the Agreement will include for all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each



Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

11.7.2 CONTRACTOR shall promptly, after becoming aware of, and before proceeding with any significant quantities of affected Work, notify COUNTY in writing of any additional or reduced quantities for an item of Unit Price Work which will require a twenty percent (20%) or higher adjustment in the as-awarded quantity for that item or an increase in Contract Price greater than five percent (5%).

11.7.3 COUNTY reserves the right to notify CONTRACTOR in writing of any variation in quantities meeting the criteria established in this subsection.

11.7.4 Prior to Final Payment, or before the total amount paid exceeds the established Contract Price, an appropriate Change Order will be issued on the recommendation of ENGINEER, to adjust the estimated quantities for Unit Price Work and to correspondingly adjust the Contract Price.

11.7.5 If COUNTY determines that the additional or reduced quantities for an item of Unit Price Work justify an adjustment in the Unit Price, COUNTY shall authorize such an adjustment. No adjustment shall be provided under this subsection unless the variation between actual and estimated quantities for all Unit Price Work result in an increase or decrease in Contract Price by more than ten percent (10%). If COUNTY determines that the Unit Prices established in the Contract Documents are valid even for the additional or lower quantities, that decision shall be final and binding on CONTRACTOR unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within 7 days from receipt of such decision.

11.7.6 In re-evaluating Unit Prices contained in the Contract Documents, CONTRACTOR and COUNTY shall take into account increases or decreases in CONTRACTOR's supplemental and administrative costs for the performance of the Work solely as a result of the variation in quantities, as opposed to as a result of CONTRACTOR's fault or negligence, or bid estimate errors.

11.8 Cash Allowances. It is understood that when cash allowances are named in the Contract Documents CONTRACTOR has included in the Contract Price all allowances so named. CONTRACTOR shall cause the Work so covered to be within the limit of the allowances set forth in the Contract Documents. Upon Final Payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as the CONTRACTOR deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be valid.

11.9 Criteria for Determining Adjustments in Contract Time.

11.9.1 The criteria to be used to determine an adjustment in Contract Time necessitated by changes ordered or negotiated pursuant to these General Conditions or a Contract Claim, are limited to the following:

11.9.2 An extension in Contract Time will not be granted unless CONTRACTOR can demonstrate through an analysis of the Progress Schedule that the increases in the time to complete the Work, or specified part of the Work, beyond the corresponding Contract Time(s) arise from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and his Subcontractors, Suppliers or other persons or organizations, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Time. An adjustment in Contract Time will be based solely upon net increases in the time required for the performance or completion of parts of the Work controlling achievement of the corresponding Contract Time(s) at the time that the incident which causes the change occurs. However, even if the time required for the performance or completion of Controlling Work Items of the Work is extended, an extension in Contract Time will not be granted until performance or completion of the Controlling Work Items necessarily extends beyond the Contract Time in question despite CONTRACTOR's reasonable and diligent actions to guard against those effects. Examples of unforeseeable causes include: (1) acts of God or of the public enemy; (2) acts of COUNTY or ENGINEER in its sovereign or contractual capacity; (3) acts of the Government or another Public Entity in its sovereign capacity; (4) acts of another contractor in the performance of a contract with the COUNTY,



if not identified in the Contract; (5) fires, floods, epidemics, quarantine restrictions; (6) sink holes, archaeological finds; (7) strikes, freight embargoes; (8) unusually severe weather; (9) a case of differing physical conditions; and (10) unusually severe shortages of construction Materials from such causes as area-wide shortages, an industry-wide strike, or a natural disaster which affects all feasible sources of supply.

11.9.3 Notwithstanding any provisions in the Contract Documents to the contrary, an extension of Contract Time shall be the sole remedy of CONTRACTOR for any delay of any kind. The COUNTY's exercise of any of its rights under Section 10 and this Section regardless of the extent or number of the changes, or the COUNTY's exercise of its remedies of stopping the Work or requiring correction or re-execution of any defective Work shall not under any circumstances be construed as active or intentional interference with the CONTRACTOR's performance of the Work.

11.10 Waivers. The CONTRACTOR expressly waives recovery (1) of acceleration costs incurred as an alternative to an extension in Contract Time on account of delays not meeting the requirements for extensions in Contract Time or an adjustment in Contract Price; (2) of escalation costs for any part of the Work; and, (3) of any Contract Claim for an addition to the Contract Price when the CONTRACTOR fails to comply with the time requirements for notice or submittal of supporting data under these Contract Documents.



SECTION 12 - SCHEDULES

12.1 Project and Submittal Schedules.

12.1.1 Types of Schedules

12.1.1.1 Project Schedule:

12.1.1.1.1 Project Schedule Definitions:

- a) Work Items are the significant activities of the Project. There is no one "right way" to define Work Items for a given project, however all significant project activities must be identified in sufficient detail to track progress towards project completion.
- b) Start Date and Finish Date are the dates a Work Item will begin and will be completed.
- c) Duration is the length of time it takes for a Work Item to be completed, from Start Date to Finish Date.
- d) Sequence is the order in which the Work Items must be completed. This includes Work Items that are done concurrently (at the same time), sequentially (must finish one before starting the next) or overlap (may start one before finishing the other).
- e) Critical Path is the sequence of those Work Items whose durations determine the length of time needed to complete the entire project from start to finish.
- f) Controlling Work Items are those Work Items on the Critical Path.
- g) Float Time is the time a Work Item not on the Critical Path could be delayed without affecting the Critical Path.

12.1.1.1.2 CONTRACTOR shall prepare and submit for ENGINEER's review a time scaled Project Schedule. The Project Schedule shall show the sequence in which CONTRACTOR proposes to accomplish the Work Items (including procurement of Materials and Equipment) and shall clearly depict the order, interdependence, duration, and installation man-days by craft of each Work Item. The Project Schedule shall show all of the Work Items to be completed and the duration of the Critical Path leading to each substantial and final completion requirement. The duration of the Project Schedule's Critical Path shall comply with the Contract Time and shall meet the Contract Agreement's substantial and final completion requirements. The float time for each Work Item not on the critical path shall be depicted. At a minimum, a schedule diagram shall be submitted which is neatly lettered and legibly drawn to a time scale. The Project Schedule breakdown shall be by divisions of Work subdivided into areas or facilities in sufficient detail so that ENGINEER may readily evaluate CONTRACTOR's progress at any given time during the project and shall be arranged and itemized so ENGINEER can evaluate CONTRACTOR'S requests for progress payments.

12.1.1.1.3 CONTRACTOR shall include in the Project Schedule Work Item(s) clearly showing CONTRACTOR's coordination of all utility work at, or adjacent to, the Project site. These Work Item(s) apply to all utility work at the site; including all connections to existing utilities, removal, re-locations and adjustments (temporary and permanent) regardless of whether the work is performed by CONTRACTOR, the COUNTY's own forces or by others. The CONTRACTOR shall assign reasonable and realistic start and finish dates to utility relocation work item(s) and must include a mandatory 30 days minimum float time. The 30 days of float time for utility relocations must be clearly depicted on the Project Schedule. The COUNTY will not consider any Contract Time extensions related to utility coordination matters unless the utility related delays exceed the thirty (30) Days float time and extend the Critical Path of the Project Schedule.

12.1.1.2 Shop Drawing Schedule: CONTRACTOR shall prepare and submit to ENGINEER for review, a schedule of Shop Drawing and sample submissions. This schedule shall consist of a list of the submittals to be made over the course of the Project; anticipated and actual dates of submittal and return for both initial and resubmissions; and the anticipated dates of submittal approval so as not to delay the Project. The schedule shall allow for review and processing time by ENGINEER OF RECORD and ENGINEER.



12.1.1.3 Manpower/Cash Flow Schedule: CONTRACTOR shall prepare and submit to ENGINEER for review with the Project Schedule, manpower charts and cash flow Projections contemplated or required by the schedule in a form acceptable to ENGINEER. Updated plan and actual expended manpower charts and cash flow Projections shall be submitted with each monthly or interim Project Schedule submission.

12.1.2 Submittal.

12.1.2.1 CONTRACTOR shall submit to the ENGINEER for ENGINEER's acceptance the initial Project Schedule within thirty (30) Days of the Notice To Proceed date.

12.1.2.2 CONTRACTOR shall enter on the Project Schedules the actual progress on a monthly basis, or at such intervals as requested by ENGINEER, and shall deliver to ENGINEER five (5) copies of the schedule documentation.

12.1.2.3 Updated Project Schedules are to be submitted with each Application for Payment. An Application for Payment shall not be paid until the schedule submittal, including cash flow projections, and any requested corrections or clarifications have been accepted by ENGINEER for inclusion into the Application for Payment. If additional updated schedules are requested by ENGINEER they are to be provided within seven days of the date of request, but do not constitute permission to submit additional Applications for Payment.

12.1.3 Review.

12.1.3.1 ENGINEER shall review schedule submittals. If, in the opinion of ENGINEER, the schedule (1) does not accurately reflect CONTRACTOR's actual progress or Work plan or, (2) is unreasonable or cannot be used to effectively evaluate CONTRACTOR's progress or, (3) is not in compliance with this Section and other appropriate sections of the Contract Documents, it will be returned to CONTRACTOR for corrections or clarification. CONTRACTOR shall make the necessary corrections and resubmit or shall respond in detail to ENGINEER's comments and request that the submittal be accepted without modification. Failure by CONTRACTOR to provide corrections or clarifications to schedule submittals as directed by ENGINEER shall constitute reason to withhold approval of any Application for Payment.

12.1.3.2 ENGINEER's review of schedule submittals shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has, in writing, called COUNTY's attention to each such variation at the time of submission and COUNTY has given written approval of each such variation; nor shall any approval by COUNTY or ENGINEER relieve CONTRACTOR from responsibility for compliance with any provision of the Contract Documents.

12.1.4 The Contract Time establishes the period and duration in which COUNTY expects the Work to be performed. Any schedule which shows completion ahead of the Contract Time shall include additional supporting data to explain the basis of the shorter time for performance. Submission by CONTRACTOR of any schedule indicating completion ahead of schedule shall not constitute an adjustment in Contract Time; however, CONTRACTOR may complete the Work ahead of the Contract Time and close out the Work as provided in the Contract Documents. The increased schedule flexibility represented in the shorter schedule shall allow the use of the increased schedule flexibility by the COUNTY. In any case COUNTY shall not be responsible for any costs, actual or anticipated, resulting from any delay to CONTRACTOR that prevents completion of any part or all of the Work unless it prevents completion by the Contract Time(s); nor shall the COUNTY be obligated to incur any additional costs for administration or inspection of the CONTRACTOR's voluntary accelerated Work. No Contract Claims for Contract Time or Contract Price shall be compensated to the CONTRACTOR for County delay, disruption, interference, inefficiency, constructive acceleration or other time impacts prior to the original Contract Time(s) for completion of the Work.

12.1.5 It is understood that revisions in the schedule are inherent in the nature of construction especially when the Work involves Underground Facilities and utilities. This may require that changes be made in the schedule to reflect the dynamic nature of the design and the Work. Actions by COUNTY, ENGINEER or



ENGINEER OF RECORD that may affect the progress of any part or all of the Work shall make use of the flexibility in the Project Schedule, often expressed as schedule float or slack time, and that which may result from changes in the sequencing of individual Work items, to limit the impact of such actions. The flexibility in the Project Schedule shall not be limited by the inclusion of restraints, logic or imposed dates into the schedule that cannot be reasonably justified. Float or slack time is defined as the amount of time between the early start date and the late start date or the early finish date and the late finish date of any of the activities on the Project Schedule. Positive float or slack time is for the exclusive use or benefit of COUNTY. Positive float or slack time is owned and belongs to the COUNTY and must be used in the best interest of the public to assure timely completion of the Work. Therefore, any float or slack time shall be used to the maximum extent possible to offset: (1) unexpected delays which occur in connection with the Work; (2) acts of God; and (3) change actions initiated by the COUNTY including, but not limited to, unilateral Change Orders and acceleration orders.

12.1.6 After Substantial Completion, but prior to Final Payment, CONTRACTOR shall submit an as-built schedule. The schedule shall reflect (1) all as-built critical paths, (2) all contract activities, including all added activities, with their actual start and finish dates, (3) the actual number of separate Work days during which Work was performed on each activity, and (4) the actual number of man-days that were required to complete each activity.

12.1.7 It is expressly agreed that CONTRACTOR shall not be entitled to damages for any type of delay whatsoever under any circumstances and the CONTRACTOR expressly waives any increase in Contract Price or damages of any type on account of time impacts to the Project Schedule including, but not limited to, Contract Claims for delay, disruption, suspension, interference, inefficiency and constructive acceleration. It is further expressly agreed that the exclusive remedy for time impacts to the Project Schedule including, but not limited to, Contract Claims for delay, disruption, suspension, interference, inefficiency and constructive acceleration, will consist of Contract Time extensions under the terms of the Contract Documents and will exclude the CONTRACTOR's right to recover any time impact monetary damages of any nature from COUNTY. The parties agree that this no damages for delay clause applies to all damages or claims that may arise because of delay or acceleration of any nature experienced by CONTRACTOR, no matter how caused, because of acts or omissions of the COUNTY, the presence and operations of the COUNTY performing work with its forces, the work of utility contractors, or the work of others at the Project site; the COUNTY assumes no direct or vicarious liability for any losses and expenses incurred by CONTRACTOR. In the event that this subsection is found by a court of competent jurisdiction to be void or inapplicable, then CONTRACTOR shall compute all damage claims as provided in subsection 17.9 of these General Conditions.

12.1.8 Delays of Subcontractors, suppliers, materialmen, or others selected by CONTRACTOR or CONTRACTOR's Subcontractors, without regard to the tier or privity of contract between the CONTRACTOR and CONTRACTOR's Subcontractors, shall not be excusable to the CONTRACTOR and shall not be the basis of a Contract Claim for Contract Time or Contract Price by CONTRACTOR.



**SECTION 13 - WARRANTY AND GUARANTEE, TESTS AND
INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE Work**

13.1 Warranty and Guarantee. CONTRACTOR warrants and guarantees that all Work will be in accordance with the Contract Documents and will not be Defective. All Defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Section. The obligations of CONTRACTOR under this subsection shall be in addition to and not in limitation of any obligation imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by Laws or Regulations.

13.2 Access to Work. COUNTY, ENGINEER, ENGINEER OF RECORD, their representatives, testing agencies and governmental entities with jurisdiction shall be permitted access to the Work for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3 Tests and Inspections.

13.3.1 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals. Inspections, tests or observations by ENGINEER, ENGINEER OF RECORD, COUNTY or their agents may be performed at their discretion to provide information to the COUNTY on the progress of the Work. However, such information is not intended to fulfill the CONTRACTOR's obligations in accordance with the Contract Documents.

13.3.2 If any law, ordinance, rule, regulation, code or order of any public body, government entity or court having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all related costs, schedule related activities at appropriate times, and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs, in connection with any inspection or testing required in connection with COUNTY's or ENGINEER's acceptance of a proposed manufacturer, fabricator, supplier or distributor of Materials or Equipment proposed to be incorporated in the Work, or of Material or Equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation of the Work. All inspections, tests or approvals shall be performed by persons or organizations acceptable to COUNTY and ENGINEER.

13.3.3 The CONTRACTOR shall perform sufficient testing and inspection of the Work to support the Warranty and Guaranty requirements.

13.3.4 Neither observations by ENGINEER or COUNTY nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents.

13.3.5 If any testing, inspection or approval under this subsection reveal Defective Work, CONTRACTOR shall not be allowed to receive any associated costs and COUNTY shall be entitled to deduct from the Contract Price, by issuing a Change Order, COUNTY's costs arising out of the Defective Work, including costs of repeated procedures, compensation for ENGINEER's and ENGINEER OF RECORD's services and other related costs.

13.4 Uncovering Work.

13.4.1 If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense and will exclude the right to an increase in the Contract Price or Contract Time unless CONTRACTOR has given ENGINEER timely written notice of CONTRACTOR's intention to cover such Work and ENGINEER has not acted with reasonable promptness in response to such notice.



13.4.2 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, Material and Equipment. If it is found that such Work is Defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, any additional expenses experienced by the COUNTY due to delays to others performing additional Work, other contractual obligations, and attorneys' fees and COUNTY shall be entitled to issue an appropriate deductive Change Order. CONTRACTOR shall further bear the responsibility for maintaining the schedule and will not be allowed an increase in Contract Price or Contract Time due to the uncovering. If, however, such Work is not found to be Defective, and subsection 13.4.1 is not applicable, CONTRACTOR shall be allowed an increase in the Contract Price or the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if it makes a Contract Claim therefor as provided in Section 10.

13.5 Correction or Removal of Defective Work. CONTRACTOR shall promptly, without cost to COUNTY and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with conforming Work. The CONTRACTOR shall bear the cost of repairing or replacing all Work and property of the COUNTY or others destroyed or damaged or in any way impacted by such correction or removal.

13.6 Acceptance of Defective Work. If, instead of requiring correction or removal and replacement of Defective Work, COUNTY prefers to accept it, COUNTY may do so. In such case, if acceptance occurs prior to Final Payment, COUNTY shall be entitled to issue a Change Order incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price. If the acceptance occurs after such Final Payment, an appropriate amount shall be paid by CONTRACTOR to COUNTY.

13.7 COUNTY May Correct Defective Work. If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct Defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with this Section, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the Progress Schedule), COUNTY may, after seven (7) days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising its rights under this subsection COUNTY shall proceed with reasonable promptness. To the extent necessary to complete corrective and remedial action, COUNTY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction Equipment and machinery at the site and incorporate in the Work all Materials and Equipment stored at the site or for which COUNTY has paid CONTRACTOR but which are stored elsewhere.

CONTRACTOR shall allow COUNTY, COUNTY's representatives, agents and employees such access to the site as may be necessary to enable COUNTY to exercise its rights under this subsection. All direct and indirect costs of COUNTY in exercising such rights shall be charged against CONTRACTOR in an amount documented by COUNTY, and COUNTY will be entitled to issue a Change Order incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, all corrective or replacement costs, compensation for additional professional services required and all costs of repair and replacement of property of others destroyed, impacted or damaged by correction, removal or replacement of CONTRACTOR's Defective Work. CONTRACTOR shall not be allowed an increase in the Contract Price or the Contract Time because of any delay in the performance of the Work attributable to the exercise by COUNTY of COUNTY's rights hereunder.



13.8 Warranty Period.

13.8.1 The Warranty Period shall commence on the date of Final Completion of the entire Work, or a later date if so specified in the Contract Documents , and extend until two (2) years after that date (or whatever longer period may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.)

13.8.2 If within the designated Warranty Period, the Work, or any part of the Work, is discovered to be Defective, CONTRACTOR shall promptly, without an adjustment in Contract Price and in accordance with COUNTY's or ENGINEER's written instructions, either correct that Defective Work, or if it has been rejected by COUNTY or ENGINEER, remove it from the site and replace it with non-Defective Work. If circumstances warrant it, including, but not limited to, in an emergency, COUNTY may have the defective Work corrected or the rejected Work removed and replaced. In that event, CONTRACTOR shall not be allowed to recover any associated costs, and he shall reimburse COUNTY for all direct, indirect and consequential costs of COUNTY, or COUNTY shall be entitled to issue a Change Order to incorporate an appropriate decrease in Contract Price if prior to Final Payment. COUNTY shall reserve and retain all of its rights and remedies at law and equity against CONTRACTOR and its Surety for damages and for corrections of any and all latent defects.

13.9 Extended Warranties and Guarantees.

13.9.1 COUNTY may at its sole discretion advance or defer the date of commencement of the Warranty Period, in which case CONTRACTOR shall maintain the warranties and guarantees in full force and effect until the revised date for commencement of the Warranty Period. If such advancement or deferral in the date for commencement of the Warranty Period causes an increase or decrease in the cost of the warranties and guarantees provided by CONTRACTOR, COUNTY shall make an adjustment in Contract Price or Contract Time, as provided in Sections 10 and 11.

13.9.2 In circumstances where COUNTY undertakes partial utilization of a portion of the Work which was specifically identified in the Contract Documents, CONTRACTOR shall maintain the warranties and guarantees in full force and effect during the period between the applicable commencement of partial utilization date, and the date of commencement of the Warranty Period, and for such warranties and guarantees CONTRACTOR shall receive no adjustment in Contract Price.

13.9.3 In special circumstances where CONTRACTOR fails to complete the Work or a separable portion of the Work within the corresponding Contract Time, including any authorized adjustments and COUNTY undertakes partial utilization, CONTRACTOR shall maintain the warranties and guarantees in full force and effect during the period between the applicable commencement of partial utilization date, and the date of commencement of the Warranty Period, and for such warranties and guarantees CONTRACTOR shall receive no adjustment in Contract Price.

13.10 Special Maintenance Requirements. In special circumstances where the Work, or a designated part, reaches Substantial Completion, but as provided in the Contract Documents, is not placed in continuous service until the commencement of the Warranty Period, CONTRACTOR shall maintain the Work, or designated part, in good order and in proper Working condition, provide suitable drainage, and take all other actions as are necessary for its protection during the period between the applicable Substantial Completion date and the date of commencement of the Warranty Period, and for such maintenance CONTRACTOR shall receive no adjustment in Contract Price. In the event that Work suffers loss or damage, however caused, CONTRACTOR shall rebuild, repair, restore, and make good without an increase in Contract Price all losses or damages to any portion of any Work and shall without an increase in Contract Price provide suitable drainage and erect such temporary structures and take all other actions as are necessary for its protection. Suspension of Work or the granting of an extension in Contract Time for any cause shall not relieve CONTRACTOR of his responsibility for the Work, or designated part, as specified in this subsection.



13.11 Extended Warranty Period Due to Defective Work. Any Defective Work that is either corrected or rejected and replaced will be warranted and guaranteed for a period of two (2) years from the date of such correction or removal and replacement, even if it had previously been corrected or replaced, in accordance with the provisions of this Section 13. If within such extended Warranty Period, that Work is once again found to be Defective, COUNTY shall be entitled to all of COUNTY's rights and remedies under this Section.



SECTION 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Schedules. The Contractor will not be entitled to receive a Progress Payment until the Progress Schedule is approved by the ENGINEER.

14.2 Application for Payment. Not later than the first day of each month, CONTRACTOR shall meet with ENGINEER to agree on quantities of Work completed and Materials on site to be used as the basis for an Application for Payment for the previous month. The COUNTY's Project manager shall review and approve a draft copy of the Application For Payment prior to ENGINEER and CONTRACTOR agreeing on the applicable figures. Using the agreed upon figures, ENGINEER shall generate the Application for Payment and deliver it to CONTRACTOR for completion and signature. CONTRACTOR shall submit the signed Application for Payment to ENGINEER, accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require.

14.2.1 On each Application for Payment, CONTRACTOR shall (1) list the name and address of each of its Subcontractors and Suppliers who have performed Work or provided supplies or Material during the time period of Work reflected by the Application; (2) submit certified payroll sheets for his own forces and all Subcontractors for the month preceding this application; and, (3) submit a monthly updated Progress Schedule including cash flow projections. After the first Application for Payment, CONTRACTOR shall include an affidavit stating that all previous progress payments received on account of the Work have been applied (1) to discharge CONTRACTOR's obligations and (2) to pay in full (less retainage) all amounts owed to its Subcontractors and Suppliers reflected in prior Applications for Payment. CONTRACTOR shall on the Application for Payment form note and explain when it has not discharged its obligations or paid in full (less retainage) all amounts owed as stated above.

14.2.2 The CONTRACTOR shall submit partial releases of liens from all Subcontractors and Suppliers in a form satisfactory to the COUNTY, prior to processing any Pay Applications.

14.2.3 Neither COUNTY or ENGINEER is under any duty or obligation whatsoever to any Subcontractor, Supplier, laborer or any other party to ensure that payments due and owing by CONTRACTOR to any of them are or will be made.

14.3 Stored Materials.

14.3.1 COUNTY may, at its sole option, pay an amount equal to 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. In no event shall payments for Materials and Equipment stored on site exceed ninety percent (90%) of the value of the related cost for the specific item of Work shown in the schedule of values regardless of the stated value of the Material or Equipment. COUNTY may, at its sole option, pay an amount equal to ninety percent (90%) of the value of Materials and Equipment not incorporated into the Work and stored off site. When payment to CONTRACTOR is made for stored Material and Equipment, CONTRACTOR shall submit invoices marked paid by the Supplier with the Application for Payment following payment to CONTRACTOR documenting that CONTRACTOR has paid for said Materials and Equipment or the previously paid amount shall be deducted from remaining payments or retainage for stored Materials and Equipment not so properly documented.

14.3.2 If payment is requested on the basis of Materials and Equipment not incorporated into the Work but delivered and suitably stored at the site or at a bonded warehouse, the Application for Payment shall be accompanied by such data, satisfactory to COUNTY, as will establish COUNTY's title to the Material and Equipment and protect COUNTY's interest therein, including applicable insurance. In no event shall the quantity of Material and Equipment submitted for payment be in excess of the actual final installed quantity. COUNTY may deduct from the final Application for Payment amounts paid CONTRACTOR for Material and Equipment not finally installed in the Work.

14.3.3 If payment is requested on the basis of Materials and Equipment not incorporated into the Work but stored off site, the CONTRACTOR shall store all off site Materials and Equipment in a bonded warehouse. The shipping yards of manufacturers or suppliers are not suitable off site storage sites.



14.3.4 Without limitation, the CONTRACTOR shall assume all risk of loss and be solely responsible for all stored Materials and Equipment on-site, off-site stored in bonded warehouses including, but not limited to, stored Materials paid under prior Applications For Payment.

14.4 CONTRACTOR's Warranty of Title. The CONTRACTOR warrants and guarantees that title to all Work, Materials and Equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to COUNTY at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

14.5 Review and Payment.

14.5.1 ENGINEER must approve all Applications For Payment prior to recommending payment to the COUNTY. Applications For Payment shall be processed in accordance with Chapter 218, Part VII "Florida Prompt Payment Act" including all applicable provisions for Engineer's review time.

14.5.2 ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to COUNTY, based on on-site observations of the Work in progress and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that the Work has progressed to the point indicated; that to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project prior to or upon Substantial Completion; to the results of any subsequent tests called for in the Contract Documents; or to any qualifications stated in the recommendation) and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment, ENGINEER will not thereby be deemed to have represented that any examination has been made to ascertain how or for what purpose CONTRACTOR has used the monies paid or to be paid to CONTRACTOR on account of the Contract Price, or that title to any Work, Materials or Equipment has passed to COUNTY free and clear of any lien.

14.5.3 ENGINEER may refuse to recommend the whole or any part of any payment if, in its opinion, it would be incorrect to make such representations to COUNTY. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect COUNTY from loss or anticipated loss because: (1) the Work is Defective, or completed Work has been damaged requiring correction or replacement or, (2) written Contract Claims have been made against COUNTY or Liens have been filed in connection with the Work or, (3) the Contract Price has been reduced because of Change Order or, (4) COUNTY has been required to correct Defective Work or complete the Work or, (5) of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents or, (6) of CONTRACTOR's failure to make payment to Subcontractors, Suppliers or for labor, or (7) of CONTRACTOR's failure to provide acceptable schedule submittals for inclusion into the Application for Payment or, (8) of CONTRACTOR's failure to properly maintain and submit with Application for Payment Record Documents.

14.6 Retainage.

14.6.1 The value of each Application for Payment shall be equal to the total value of the Work performed to date, less an amount retained in accordance with Chapter 255.078, "Public Construction Retainage" and Chapter 218.735, Part VII "Florida Prompt Payment Act", and less payments previously made and amounts withheld in accordance with the Contract Documents.

14.6.2 Retainage under the Contract Documents is held by COUNTY as collateral security to assure completion of the Work.

14.7 Overpayment. Any overpayment by COUNTY to CONTRACTOR shall be promptly repaid to COUNTY upon demand.



14.8 Final Application for Payment.

14.8.1 After CONTRACTOR has completed all corrections to the satisfaction of COUNTY and ENGINEER as verified by Final Inspection and delivered all maintenance and operating instructions, schedules, guarantees, warranties, Bonds, certificates of inspection, marked-up record documents and other documents, all as required by the Contract Documents and acceptable to COUNTY, and after ENGINEER has indicated that Work is acceptable, CONTRACTOR may make application for Final Payment following the procedure for Applications for Payment.

14.8.2 The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waiver (satisfactory to COUNTY) of all Liens and Contract Claims arising out of or filed in connection with the Work. In lieu thereof and as approved by COUNTY, CONTRACTOR may furnish receipts or releases in full with an affidavit of CONTRACTOR that the releases and receipts include all labor, services, Material and Equipment for which a Lien or Contract Claim could be filed, and that all payrolls, Material and Equipment bills and other indebtedness in connection with the Work for which COUNTY might in any way be responsible, have been paid or otherwise satisfied. COUNTY shall require consent of the Surety to Final Payment.

14.9 Final Payment and Acceptance.

14.9.1 If, on the basis of ENGINEER's observations of the Work during construction and Final Inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of its obligations under the Contract Documents, ENGINEER will, within twenty days after receipt of the final Application for Payment, indicate in writing its recommendation of payment and present the Application to COUNTY for payment. Thereupon ENGINEER will give written notice to COUNTY and CONTRACTOR that the Work is acceptable. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend Final Payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, COUNTY shall, within twenty days after receipt from ENGINEER, pay CONTRACTOR the amount due giving consideration to the recommendations of ENGINEER, but not being bound thereby.

14.9.2 After receipt of the ENGINEER's written notice that the Work is acceptable and prior to Final Payment, CONTRACTOR shall submit an affidavit, in a form acceptable to COUNTY, certifying that the Bonds and insurances required under Section 5 are in effect and will not be allowed to expire for the required period of time.

14.10 Waiver of Claims.

14.10.1 The making and acceptance of Final Payment shall constitute:

14.10.2 A waiver of all claims by COUNTY against CONTRACTOR, except claims arising from unsettled liens, from Defective Work appearing after final inspection, from fraud or gross negligence or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein or the terms of any Bonds; however, it shall not constitute a waiver by COUNTY of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.10.3 A waiver of all Contract Claims, requests for equitable adjustment or claims of any nature by CONTRACTOR against COUNTY, ENGINEER, and ENGINEER of RECORD.

14.11 COUNTY's Obligations.

14.11.1 In no event shall any interest be due and payable to CONTRACTOR on any of the sums retained by COUNTY pursuant to any of the terms or provisions of any of the Contract Documents.



14.11.2 Any provision to the contrary notwithstanding, COUNTY shall not be obligated to make any payment to CONTRACTOR and may withhold partial payments if any one or more of the following conditions exists: (1) COUNTY has reason to believe CONTRACTOR is in default of any of its obligations or otherwise is in default under any of the Contract Documents; (2) Any part of such payment is attributable to Work which is Defective; (3) CONTRACTOR has failed to make payments promptly to Subcontractors and Suppliers or for labor and Material for which COUNTY has made payment to CONTRACTOR; (4) If COUNTY, in its good faith judgment, determines that the portion of the Contract Price remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents; (5) CONTRACTOR has failed to maintain progress of the Work in accordance with the Progress Schedule or CONTRACTOR has failed to meet an interim completion date or the Substantial or Final Completion Date.

14.12 Partial Utilization.

14.12.1 Use by COUNTY of completed portions of the Work may be accomplished at the option of COUNTY prior to Substantial Completion of all the Work subject to the following:

14.12.1.1 COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any part of the Work which COUNTY believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR shall certify to COUNTY that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify COUNTY and ENGINEER in writing when CONTRACTOR considers that a portion of the Work which has been identified in the Contract Documents as eligible for Partial Utilization is substantially complete. Within a reasonable time thereafter, COUNTY, 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 CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to COUNTY and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, and attaching a list of minor items as to that part of the Work to be completed or corrected before Final Payment.

14.12.1.2 Prior to issuing a certificate of Substantial Completion as to part of the Work, ENGINEER will deliver to COUNTY and CONTRACTOR a written recommendation as to the division of responsibilities pending Final Payment between COUNTY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance and the Warranty Period for that part of the Work. COUNTY shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items described above.

14.12.1.3 In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, COUNTY may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, COUNTY and CONTRACTOR have agreed in writing as to the division of responsibilities between COUNTY and CONTRACTOR for security, operations, safety, maintenance, Warranty Period, utilities and insurance with respect to such facility. During such utilization and prior to Substantial Completion of that portion of the Work, COUNTY shall allow CONTRACTOR reasonable access to complete or correct items and to complete other related Work.

14.13 Substantial Completion.

14.13.1 When CONTRACTOR considers the entire Work to have progressed to the point where it is substantially complete, CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete, submit to ENGINEER all operation and maintenance manuals and instructions and spare parts required by the Contract Documents, and request that ENGINEER issue a Certificate of Substantial Completion. Within a reasonable time thereafter, COUNTY, 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. CONTRACTOR shall then accomplish the requisite Work and then recertify that the entire Work is substantially complete. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to CONTRACTOR and COUNTY a Certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items (which should be minor in scope and nature) to be completed or corrected before Final Payment. CONTRACTOR shall continue to be responsible for maintaining the Work until the date of certification of Substantial Completion, or longer if so required by the Contract Documents.

14.13.2 After the date of Substantial Completion, COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the list attached to the Certificate of Substantial Completion.

14.14 Final Inspection. Upon written notice from CONTRACTOR that the minor items described in the list attached to the Certificate of Substantial Completion have been completed, ENGINEER will make an inspection with COUNTY and CONTRACTOR and will notify CONTRACTOR in writing of the results of this inspection as to the items of the Work that appear to be incomplete, non-conforming or Defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies, and notify ENGINEER upon completion. The Final Inspection by ENGINEER with COUNTY and CONTRACTOR will verify completion of all items.

14.15 CONTRACTOR's Continuing Obligation. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or Final Payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by COUNTY to CONTRACTOR nor any Partial Utilization by COUNTY nor any act of acceptance by COUNTY nor any failure to do so, nor any review and approval of the Shop Drawings or samples, nor any review of a Progress Schedule, nor the issuance of a notice of acceptability by ENGINEER, nor any correction of Defective Work by COUNTY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents except as provided in a waiver of Contract Claims at the time of making and acceptance of Final Payment.

14.16 Deleted Work. The COUNTY shall have the right to cancel the portions of the Agreement relating to the construction of any item therein by the payment to the CONTRACTOR of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by order of the ENGINEER.

14.17 Partial Payments.

14.17.1 General. The CONTRACTOR will receive partial payments on monthly estimates based on the amount of Work done or completed (including delivery of certain Materials, as specified herein). The monthly payments shall be approximate only, and all partial estimates and payments shall be subject to correction in the subsequent estimates and the final estimate and payment. The amount of such payments shall be the total value of the Work done to the date of the estimate, based on the quantities and the Unit Prices, less an amount retained and less payments previously made.

14.17.2 Withholding Payment for Defective Work. Should any defective Work or Material be discovered prior to the Final Acceptance, or should a reasonable doubt arise prior to Final Acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes for doubt removed.



SECTION 15 - SUSPENSION OF WORK AND TERMINATION

15.1 COUNTY May Stop the Work. If the Work is Defective and the CONTRACTOR has been notified by ENGINEER or COUNTY, or if CONTRACTOR fails to perform the Work in compliance with the Maintenance of Traffic requirements of the Contract Documents, or if CONTRACTOR fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, or suitable Materials or Equipment, or if CONTRACTOR fails to obtain, maintain or renew insurance in conformance with the Contract Documents in a form acceptable to COUNTY, or if any insurance company CONTRACTOR has obtained insurance from declares bankruptcy or is declared bankrupt, or if CONTRACTOR fails to prosecute the Work without endangering persons or property, COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated. COUNTY's order to stop the Work may be communicated through ENGINEER or by COUNTY. This right of COUNTY to stop the Work shall not give rise to any duty on the part of COUNTY or ENGINEER to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall bear all direct, indirect, and consequential costs of such order to stop the Work (including but not limited to fees and charges of engineers, attorneys and other professionals, any additional expenses incurred by COUNTY due to delays to others performing Work under a separate contract with COUNTY, and other obligations), and CONTRACTOR shall further bear the responsibility for maintaining the Progress Schedule and shall not be entitled to any extension of Contract Time or increase in the Contract Price. COUNTY shall be entitled to deduct any expenses so incurred from the Contract Price by issuing a Change Order.

15.2 Suspension for Convenience.

15.2.1 Without invalidating the Contract Documents, and without notice to any surety, COUNTY may, at any time, order CONTRACTOR in writing to stop, delay or interrupt Work for such a period of time as COUNTY may deem appropriate. Upon receipt of that order, CONTRACTOR shall immediately proceed in accordance with any specific provisions or instructions, protect and maintain the Work, and make reasonable and diligent efforts to mitigate costs associated with the suspension order.

15.2.2 If any suspension of Work under this subsection causes an increase or decrease in CONTRACTOR's cost or the time required to perform or complete any part of the Work, COUNTY shall make a change in Contract Price or Contract Time, as provided in Section 10 and 11; except that no change in Contract Price or Contract Time will be made for any suspension of Work to the extent that performance would have been suspended anyhow by causes not meeting the criteria in Section 11, or for which an adjustment is provided or excluded under any other provision of the Contract Documents.

15.3 Termination for Cause.

15.3.1 COUNTY may upon the occurrence of any one or more of the following events terminate the services of CONTRACTOR:

15.3.1.1 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

15.3.1.2 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.3.1.3 If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled Workers, sufficient supervisory personnel, or suitable Materials or Equipment or failure to adhere to the Progress Schedules);

15.3.1.4 If CONTRACTOR discontinues prosecution of the Work or any portion thereof;

15.3.1.5 If CONTRACTOR allows any final judgment against it to remain unsatisfied for a period of ten days;



15.3.1.6 If CONTRACTOR disregards laws, policies, court orders, or administrative directives, etc. of any governmental body, agency or court having jurisdiction;

15.3.1.7 If CONTRACTOR disregards the authority of ENGINEER;

15.3.1.8 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents; or

15.3.1.9 If CONTRACTOR fails to promptly pay Subcontractors, Suppliers, Materialmen, Laborers, etc.

15.3.2 As it is recognized that if CONTRACTOR is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of its insolvency, such could impair or frustrate CONTRACTOR's performance of the Work, therefore it is agreed that upon occurrence of any such event, COUNTY shall be entitled to request CONTRACTOR or its successor to provide adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to provide said adequate assurance within seven (7) days of the delivery of the request shall entitle COUNTY to terminate CONTRACTOR. In all events pending receipt of adequate assurance of performance and actual performance in accordance herewith, COUNTY shall be entitled to proceed with the Work with its own forces or with their contractors on a time and Material or other appropriate basis the cost of which will be back charged against CONTRACTOR. COUNTY shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

15.3.3 COUNTY may, after giving CONTRACTOR and Surety seven (7) days written notice, and to the extent permitted by laws and regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction Equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all Materials and Equipment stored at the site or for which COUNTY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as COUNTY may deem expedient. CONTRACTOR shall assign all of its interest in any or all Subagreements to COUNTY upon COUNTY's request. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs including costs for appellate proceedings) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to COUNTY. If CONTRACTOR leaves the site at any time during the seven day period, COUNTY shall have the right to secure the site to protect the property from damage and to insure the health and safety of the public.

15.3.4 Notwithstanding the above notice period, in the event of an emergency, the COUNTY may take over the site and perform any or all of the activities set out above immediately. COUNTY shall provide notice of such takeover within 24 hours after its occurrence.

15.3.5 Where CONTRACTOR's services have been terminated by COUNTY, the termination shall not affect any rights of COUNTY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment due CONTRACTOR by COUNTY will not release CONTRACTOR from liability.

15.3.6 COUNTY may, at its sole discretion, permit CONTRACTOR to continue to perform Work when CONTRACTOR is in default, however caused. Such a decision by COUNTY shall in no way operate as a waiver on the part of COUNTY of any of its rights under the Contract Documents.



15.4 Termination for Convenience.

15.4.1 COUNTY may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part at any time for its convenience by giving CONTRACTOR and Surety seven (7) days written notice. COUNTY shall have the right, in that event, to take over any or all of CONTRACTOR's Materials, (whether stored on or off site) supplies, Equipment, Subagreements or other obligations to complete the Work and CONTRACTOR shall assign them to COUNTY upon COUNTY's request. CONTRACTOR shall proceed to complete any part of the Work, as directed by COUNTY, and shall settle all its Contract Claims and obligations under the Agreement.

15.4.2 In any such termination for the convenience of COUNTY, CONTRACTOR shall be paid for Work completed in accordance with the Contract Documents prior to receipt of the notice of termination, and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; however, payment to CONTRACTOR will exclude any and all anticipated supplemental costs, administrative expenses overhead and profit on uncompleted Work and any type of wrongful termination damages. CONTRACTOR shall justify its Contract Claims as requested by COUNTY with thorough, accurate records and data.

15.4.3 If, after notice of Termination for Cause of CONTRACTOR, it is determined that CONTRACTOR was not in default, the termination shall be deemed to have been for the convenience of COUNTY. In such event CONTRACTOR may recover from COUNTY payment in accordance with subsection 15.4.2.



SECTION 16 - VALUE ENGINEERING INCENTIVE

16.1 Intent and Objective. This Section applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal or VECP) initiated and developed by the CONTRACTOR for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of the Work. This Section does not, however, apply to any such proposal unless it is identified by the CONTRACTOR, at the time of its submission to the COUNTY, as a proposal submitted pursuant to this Section.

16.1.1 VECPs contemplated are those that would result in net savings to the COUNTY by providing either: (A) a decrease in the cost of performance of the Work, or; (B) a reduction in cost of ownership (hereinafter referred to as collateral costs) of the Work, regardless of acquisition costs. VECPs must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. However, nothing herein prohibits the submittal of VECPs where the required functions and characteristics could be combined, reduced or eliminated as being nonessential or excessive. Plan errors which are identified by the CONTRACTOR and which result in a cost reduction, will not qualify for submittal as a VECP.

16.1.2 The COUNTY reserves the right to reject at its discretion any VECP submitted which proposes a change in the design of the pavement system or which would require additional right-of-way. Substitution of another design alternate, which is detailed in the Plans, for the one on which the CONTRACTOR bid, will not be allowed under this Section. Pending execution of a formal supplemental agreement, implementing an approved VECP, the CONTRACTOR shall remain obligated to perform in accordance with the terms of the existing Agreement. No time extensions will be granted due to the time required to review a VECP.

16.2 Subcontractors. The CONTRACTOR is encouraged to include the provisions of this Section in contracts with subcontractors. The CONTRACTOR shall encourage submission of VECPs from subcontractors, however, it is not mandatory that VECPs be submitted nor is it mandatory that the CONTRACTOR accept or transmit to the COUNTY VECPs proposed by his subcontractors.

16.3 Data Requirements. As a minimum, the following information shall be submitted by the CONTRACTOR with each VECP:

(1) A description of the difference between the existing requirements and the proposed change, and the comparative advantages and disadvantages.

(2) Separate detailed cost estimates for both the existing requirements and the proposed change. The cost estimates shall be broken down by item numbers indicating quantity increases or decreases and deleted pay items. Additional proposed Work, now covered by the Contract Documents, shall be identified by current COUNTY pay item numbers. In preparing the estimates, the CONTRACTOR shall include overhead, profit and bond. No separate pay item(s) for these costs will be allowed.

(3) An itemization of plan details, plan sheets, design standards and Specifications that must be changed or added if the VECP is adopted. Preliminary plan drawings must be sufficient to describe the proposed changes.

(4) An estimate of the effects the VECP would have on collateral costs to the COUNTY.

(5) Engineering or other analysis in sufficient detail to identify and describe specific features of the Contract Documents which must be changed if the VECP is accepted, with a proposal as to how these changes can be accomplished and an assessment of their effect on other Project elements. The COUNTY may require that engineering analyses be performed by a prequalified consultant in the applicable class of Work. Any design changes which result from the VECP must be supported by computations sealed by a Professional Engineer registered in the State of Florida.



(6) A statement of the time by which approval of the VECP must be issued by the COUNTY to obtain the total estimated cost reduction during the remainder of this Agreement, noting any effect on the Agreement completion time or delivery schedule.

16.4 Processing Procedures. Two copies of each VECP shall be submitted, one to the ENGINEER, or his duly authorized representative, and one to the COUNTY. VECPS will be processed expeditiously; however, the COUNTY will not be liable for any delay in acting upon a VECP submitted pursuant to this Section. The CONTRACTOR may withdraw, in whole or in part, a VECP not accepted by the COUNTY within the period specified in the VECP. The COUNTY shall not be liable for any VECP development cost in the case where a VECP is rejected or withdrawn. The ENGINEER shall be the sole judge of the acceptability of a VECP and of the estimated net savings in construction and/or collateral costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the Bid prices if, in the judgment of the ENGINEER, such prices do not represent a fair measure of the value of Work to be performed or to be deleted. Prior to approval, the ENGINEER may modify a VECP, with the concurrence of the CONTRACTOR, to make it acceptable. If any modification increases or decreases the net savings resulting from the VECP, the CONTRACTOR's fair share will be determined upon the basis of the VECP as modified and upon determination of final quantities. The net savings shall be computed by subtracting the revised total cost of all bid items affected by the VECP design from the total cost of the same bid items as represented in the Contract Documents. Prior to approval of the VECP, which initiates the supplemental Agreement, the CONTRACTOR shall provide acceptable contract quality Plan sheets revised to show all details consistent with the VECP design.

16.5 Computations for Change in Contract Cost of Performance. CONTRACTOR development and implementation costs for the VECP will not be recoverable. If the VECP is adopted, the CONTRACTOR's share of the net savings as defined hereinafter shall be considered full compensation to the CONTRACTOR for the VECP. COUNTY costs of processing or implementation of a VECP will not normally be considered in the estimate. However, the COUNTY reserves the right, where it deems such action appropriate, to require the CONTRACTOR to pay the COUNTY's cost of investigating and implementing a VECP submitted by the CONTRACTOR as a condition of considering such proposal. Where such a condition is imposed, the CONTRACTOR shall indicate his acceptance thereof in writing, and such acceptance shall constitute full authority for the COUNTY to deduct amounts payable to the COUNTY from any monies due or that may become due to the CONTRACTOR under the Agreement.

16.6 Computations for Collateral Costs. When collateral cost savings are sought by the CONTRACTOR, separate estimates must be prepared for collateral costs of both the existing Agreement requirement and the proposed change. Each estimate shall consist of an itemized breakdown of all costs and the basis for the data used in the estimate. Cost benefits to the COUNTY include, but are not limited to: reduced costs of operation, maintenance or repair, and extended useful service life. Increased collateral costs include the converse of such factors. Computations shall be as follows:

(1) Costs shall be calculated over a 20-year period on a uniform basis for each estimate.

(2) If the difference in the estimates as approved by the COUNTY indicate a savings, the CONTRACTOR shall divide the resultant amount by 20 to arrive at the average annual net collateral savings. The resultant savings shall be shared as stipulated in subsection 16.7.

16.7 Sharing Arrangements. If a VECP is approved by the COUNTY, the CONTRACTOR may be entitled to share in both construction savings and collateral savings to the full extent provided for in this subsection. Except for innovative ideas, the CONTRACTOR and COUNTY shall each receive 50 percent of net reduction in the cost of performance of this Agreement. For innovative ideas, the reduction in the cost of performance shall be shared as follows:

Accrued Net Savings	CONTRACTOR's Share %	COUNTY's Share %
Less than \$25,000	100	0



\$25,000 to \$50,000	75	25
Over \$50,000	50	50

If an approved change is identical or similar to a previously submitted VECP or an idea previously utilized by the COUNTY it will not be considered an innovative idea, thus, will only qualify for a 50 percent sharing of savings. When collateral savings occur, the CONTRACTOR shall receive 20 percent of the average one year's net collateral savings. The CONTRACTOR shall not receive construction savings or collateral savings on optional Work listed in this Agreement until the COUNTY exercises its option to obtain that Work.



SECTION 17 - MISCELLANEOUS**17.1 Giving Notice**

17.1.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given as of the time of actual delivery if delivered in person; or if it is delivered by registered mail, at the actual time of delivery.

17.1.2 Written notice to be delivered to COUNTY or ENGINEER or to any of its representatives by CONTRACTOR shall be delivered at the office stated in the Agreement, unless otherwise specified in writing to CONTRACTOR. Written notice to CONTRACTOR by COUNTY or ENGINEER shall be delivered to the individual or member of the firm or to an officer of the corporation for whom it is intended at the office stated in the Agreement, or such other office or individual designated by CONTRACTOR in writing to COUNTY.

17.2 Notice to Other Agencies. CONTRACTOR shall notify all public and private entities or agencies in accordance with any and all ordinances, laws, agreements, licenses, and any other directions of construction activity, disruption of access or services. COUNTY or ENGINEER shall not be responsible for any such notification.

17.3 Computation of Time. When any period of time is referred to in the Contract Documents by Days, it shall be computed to include the first and the last Day of such period. If the last Day of any such period falls on a Saturday or Sunday or on a Holiday, such Day shall be omitted from the computation.

17.4 Claims for Injury or Damage to Person or Property. Should COUNTY or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time from the first observance of such injury or damage. This provision shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.5 No Conflict with Laws or Regulations.

17.5.1 The duties, obligations, criteria or procedure imposed by these General Conditions and the rights and remedies made available 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, except that in the event that a specific part or detailed requirement of a provision, criterion or procedure in these General Conditions and a specific part or detailed requirement of a provision, criterion or procedure imposed or available by Laws or Regulations are in conflict the specific part or detailed requirement of Laws and Regulations shall govern. All other specific parts or detailed requirements in the provisions, criteria or procedures of the applicable Laws or Regulations and these General Conditions not in conflict shall remain in full force and effect and be read with the controlling specific part or detailed requirement.

17.5.2 The provisions of this subsection will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

17.5.3 Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted therein and the Contract shall be read and enforced as though it were included therein.

17.6 Partial Invalidity. If any provision of this contract is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effectuated. To that end, this Agreement is declared severable.

17.7 No Waiver of Rights, Duties.

17.7.1 Except as otherwise specifically provided in the Contract Documents, no action or failure to act by the COUNTY, ENGINEER, COUNTY's Representative(s), or CONTRACTOR on one or more occasions shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence of any breach thereunder.

17.7.2 All representations, indemnities, warranties and guarantees required by the Contract Documents, including the Warranty Period shall survive Final Payment and termination or completion of the Agreement.

17.8 Advertising. No advertising shall be permitted upon any part of the site or structures located on the site. News or press releases pertaining to the services, Work product(s), or performance of CONTRACTOR under the Contract Documents or the Project to which it relates shall be at the sole discretion of COUNTY.

17.9 Recovery of Damages. In no event shall CONTRACTOR be entitled to recover from COUNTY any indirect, incidental, or consequential damages in any proceeding arising out of or relating to this Agreement or breach thereof. In the event that subsection 12.1.7 is found by a court of competent jurisdiction to be void, inapplicable or in the event that subsequent legislation renders such provisions void or inapplicable, then no formula based or total cost approaches including, but not limited to, the Eichleay, Allegheny, Burden Fluctuation or other similar formula based methods shall be used to compute damages. CONTRACTOR shall base all damage claims upon Cost and Pricing Data at the time of the occurrence of the event upon which the damage claims are based.

17.10 Recovery of Interest. Any prejudgment or postjudgment interest assessed against either party to this Agreement shall be assessed at the rate provided by Florida law or four percent (4%) per annum, whichever is less.

17.11 Notice of Claims. The contractual limitations periods for filing Contract Claims or other claims for increases in Contract Price, Contract Time, or any other claim of any nature set forth in the Contract Documents shall be controlling. However, in the event that no limitations periods is established in the Contract Documents for the specific type of claim asserted then, the parties agree that all such claims shall be made in writing with complete supporting documentation to the persons designated to receive such claims (CONTRACTOR's Superintendent, ENGINEER and COUNTY's Purchasing Manager) no more than 7 days after the occurrence of the event giving rise to any such claim, or else any such claim shall be waived and deemed invalid.

17.12 Waiver of Jury Trial. The parties expressly waive any right to jury trials under Florida law.

17.13 Attorney Fees. The parties expressly agree that each party shall be solely responsible for their own attorney's fees and costs incurred in any negotiation, use of the COUNTY's Contract Claims procedures, or litigation related to or arising out of these Contract Documents.



SECTION 18 - MEASUREMENT AND PAYMENT

18.1 Measurement of Quantities.

18.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract Documents shall be measured, by the ENGINEER, according to United States Standard Measures.

18.1.2 Method of Measurements: Unless otherwise provided by in the Specifications for the particular items involved, all measurements shall be taken horizontally or vertically.

18.1.3 Determination of Pay Areas:

18.1.3.1 In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be determined by calculation, the lengths or widths to be used in the calculations shall be the station to station dimensions shown on the Plans; the station to station dimensions actually constructed within the limits designated by the ENGINEER; or the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by the ENGINEER. The method or combination of methods of measurement shall be those which will reflect with reasonable accuracy the actual surface area of the finished Work as determined by the ENGINEER.

18.1.3.2 In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the Plan quantity, the final pay quantity shall be the plan quantity subject to subsection 18.3.2. Generally the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown in the Plans.

18.2 Scope of Payments.

18.2.1 For any item of Work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, the Unit Price (or lump sum price) for the pay item or items shall include all labor, Equipment, Materials, tools, overhead expenses, profit, and incidentals required for the complete item of Work, including all requirements of the section specifying such item of Work, except as specifically excluded from such payments.

18.2.2 If the Bid Form contains a bid item price for mobilization, partial payments will be made therefor in accordance with the following:

Percent of Original Contract	Allowable Percent of the Lump Sum
5	25
10	50
25	75
50	100

Partial payments for any project will be limited to 10 percent of the original contract amount for that project. Any remaining amount will be paid upon completion of all work on the project.

18.3 Compensation for Altered Quantities.

18.3.1 Whenever any change or combination of changes in the Plans, including changes outside the original limits of the Project, results in an increase or decrease in the original contract quantities, and the Work added or eliminated is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original contract Unit Prices for the actual quantities of Work done, and no allowance will be made for any loss of anticipated profits because of increases or decreases in quantities.

18.3.2 Payment Based on Plan Quantity.



18.3.2.1 Where the pay quantity for any item is designated to be the original plan quantity, such quantity will be revised only in the event that it is determined to be substantially in error. An error shall be deemed substantial if the quantity will increase or decrease in excess of five percent of the original plan quantity for that item or the amount due for that item will increase or decrease in excess of \$500 (whichever is smaller). In general, such revisions will be determined by final measurement or plan calculations or both as additions to or deductions from plan quantities. In the event either the COUNTY or the CONTRACTOR contends that the plan quantity for any item is in error and additional or less compensation is thereby due, he shall submit, at his own expense, evidence of such in the form of acceptable and verifiable measurements or calculations. The plan quantity will not be revised solely on the basis of a particular method of construction selected by the CONTRACTOR. For earthWork items, any significant differences in the original ground surfaces from that shown in the original plan cross sections which would result in an adjustment to the plan quantity, must be noted by the CONTRACTOR and properly documented by appropriate level notes, acceptable to both the CONTRACTOR and the COUNTY, prior to disturbance of the original ground surface by construction operations to the extent that the original ground surface elevations in question cannot be documented. Any Contract Claim based upon significant differences in the original ground surface must be supported by documentation as provided above. A significant difference in the earthWork surface is defined as a consistent difference in elevation, either up or down, averaging in excess of 0.3 foot over a length of 500 feet in any one area, or an equivalent volume in any individual roadway area of a lesser distance.

18.3.2.2 Where the pay quantity for any item is designated to be the original plan quantity and a plan change which results in an increase or decrease in the quantity of that item is authorized, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for the item in excess of \$100. In general, such revisions will be determined by final measurement or plan calculations or both.

18.3.2.3 The limitations set out in subsections 18.3.2.1 and 18.3.2.2 do not apply:

(1) Where these Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness.

(2) Where the Specifications provide for a deduction due to test results falling outside of the allowable Specification tolerances.



SECTION 19 - CONTRACT CLAIMS RESOLUTION

19.1 Purpose. The purpose of this Section is to provide a cooperative team building dispute resolution process for payment of monetary obligations and provision of time extensions under the Contract Claim provisions of the Contract Documents. The team building approach to dispute resolution provided in this Section is intended to complement other requirements imposed by the Contract Documents and is not intended to create duties or obligations not otherwise imposed by law or these Contract Documents. The parties remain responsible for performance of all obligations imposed under these Contract Documents. At all times during the time that any Contract Claim is pending and in the process of being resolved or decided, the CONTRACTOR shall proceed diligently with the Work so as to achieve completion of the Work within the Contract Time.

19.2 Administrative Forum. The parties agree that all Contract Claims arising under the Contract Documents shall be submitted for alternative dispute resolution under Section 3.55, Seminole County Administrative Code or successor provisions. CONTRACTOR agrees that the submission of Contract Claims during performance of the Work provides an efficient dispute resolution procedure and that resolution of disputes by the COUNTY's Purchasing Manager and the COUNTY's Appeal Committee or their designees provide adequate remedies. The CONTRACTOR agrees that the status of hearing officers as COUNTY employees does not violate public policy or deny due process under Section 3.55, Seminole County Administrative Code or successor provisions. The CONTRACTOR, by executing the Contract Documents, expressly agrees to resolve disputes under the COUNTY's Contract Claims procedures.

19.3 Contract Claims Procedure. Contract Claims procedure shall comply with the requirements of the Seminole County Purchasing Code & Procedures. The parties agree to voluntarily exchange information and documents necessary for resolution of the Contract Claim. The hearing officers (Purchasing Manager or Appeal Committee) under the Seminole County Purchasing Code & Procedures, shall have the right to make written requests to the COUNTY staff, ENGINEER, ENGINEER of RECORD, and CONTRACTOR at any time for additional information and documents needed to render a decision. The parties agree that persons required to render decisions under the procedures described in Section 3.5540 of the Seminole County Administrative Code shall not be required to render written decisions until Substantial Completion of the Work has been accomplished and the parties expressly waive the time periods for written decisions by the COUNTY's Purchasing Manager and Appeal Committee. In the event that CONTRACTOR appeals any decision of the Purchasing Manager under Seminole County Code, CONTRACTOR agrees to identify specific exceptions to the Purchasing Manager's decision including specific identification of the provisions of the Contract Documents relied upon. General assertions that the Purchasing Manager's decision is contrary to provisions of the Contract Documents, law, or fact are not sufficient. The CONTRACTOR recognizes and accepts the Seminole County Code requirements for posting an appeal bond.

19.4 Resolution of Contract Time and Contract Price Disputes. Contract Claims related to Contract Time under the Contract Documents provide for extensions of the Contract Time as the sole and exclusive remedy of CONTRACTOR. As to Contract Claims related to Contract Time or Contract Price disputes under the Contract Documents, the parties agree to exhaust all prescribed options under Section 3.55 of the Seminole County Administrative Code and the COUNTY's Contract Claims procedures prior to filing suit or otherwise pursuing legal remedies. The parties agree that they will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY's alternative dispute resolution procedures of which the parties had knowledge and failed to present during the COUNTY's Contract Claims procedures.

19.5 In the event that the COUNTY's Contract Claims process is exhausted then, as a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party serving a written request for the same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select a mediator who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The cost of mediation shall be split equally between



the two parties. This clause shall not prevent a party from filing a suit or other legal proceeding seeking emergency or injunctive relief.

19.6 Notice of Contract Claims. Contract Claims by the CONTRACTOR must be made by written notice on the form provided in the Contract Documents with complete documentation to ENGINEER and the COUNTY's Purchasing Manager. Notwithstanding the allowance of a specific time for giving notice in the Contract Documents, notices shall be given at the earliest possible moment and in no event later than the time allowed in the Contract Documents.

19.7 Contract Claim Correspondence. To assure prompt resolution of Contract Claims, the CONTRACTOR's correspondence related to Contract Claims shall have Contract Claim identification numbers assigned by CONTRACTOR. The Contract Claim numbers shall be sequential and assigned chronologically so that each Contract Claim can be individually identified by reference to the Contract Claim number. Each document submitted in support of a Contract Claim must bear the appropriate Contract Claim number.

19.8 Contract Claim Disposition. Each Contract Claim shall be treated separately under 3.55, Seminole County Administrative Code and this Section. Continuing Contract Claims or Contract Claims asserting damages for the cumulative effect of more than one Contract Claim are not permitted. However, if CONTRACTOR files a timely notice of Contract Claim under the Contract Documents, CONTRACTOR may file supplemental documents in support of any Contract Claim prior to the decision of the COUNTY's Purchasing Manager under Section 3.55, Seminole County Administrative Code. As to Contract Claim disputes under the Contract Documents, the decision of the COUNTY's Purchasing Manager or Appeal Committee or their designees shall stand as a COUNTY staff recommendation of settlement of the Contract Claim to the Seminole County Board of County Commissioners.

19.9 Reservation of Contract Claims. The parties agree that these Contract Documents provide no procedure for reservation, notice of reservation or notice of intent to file a Contract Claim and that such notices are void and of no effect. The parties agree that prompt and separate resolution of each Contract Claim benefits CONTRACTOR, COUNTY and the public.

19.10 False Claims. The COUNTY and 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.



EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

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ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

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SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole County Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665
7656

ORDER
INQUIRIES

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.

TOTAL AMOUNT

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Page 1 of 1

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/12/2025 15:41:34 -04:00
eCertified Id: F3E3-DFCC-B78L
Page 133 of 151

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

b.



Price Submittal**IFB-604900-24/LNF - Pavement Management Program**

Name of Bidder: Middlesex Paving, LLC.

Mailing Address: 10801 Cosmonaut Blvd

Street Address: 10801 Cosmonaut Blvd

City/State/Zip: Orlando, FL 32824

Phone Number: 407-515-3569 FAX Number: 407-206-3558

E-Mail Address: jmeier@middlesexco.com

Prusuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the Bid Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he / she will accept to enter into an Ageement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents. The cost of the units shall include all costs, including but not limited to:

General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery / transportation of unit(s) to the County's delivery address, indirect costs, i.e., insurance, ect., and indirect labor costs.

Group I - Asphalt	Subtotal: \$	<u>43,411,000.00</u>
Group II - Sand and Seal in-place	Subtotal: \$	<u>284,500.00</u>
Group III - Milling	Subtotal: \$	<u>1,708,500.00</u>
Group IV - Striping	Subtotal: \$	<u>240,250.00</u>
Group V - Miscellaneous Items	Subtotal: \$	<u>567,150.00</u>
Group VI - Asphalt Materials (materials only)	Subtotal: \$	<u>488,000.00</u>
Group VII - Earthwork	Subtotal: \$	<u>3,842,500.00</u>
TOTAL BID:	\$	<u>50,541,900.00</u>

Performance/Payment/Material-Workmanship Bonds Costs: \$ 240,000.00
(Do not include in Unit Costs)





**IFB-604900-24/LNF - Pavement Management Program Services
Road Construction Products & Related Materials**

Group I: Asphalt Concrete and Friction Course in-place

Pay Item No.	Item Description	0-50 Tons/Job	51-400 Tons/Job	401-2000 Tons/Job	2001-4000 Tons/Job	Over 4000 Tons/Job	Sum of Extended Costs
334-1-12	Superpave Asphaltic Concrete Traffic Level B	Estimated 50 Tons \$ 1,500.00 /Ton Total: \$ 75,000.00	Estimated 300 Tons \$ 300.00 /Ton Total: \$ 90,000.00	Estimated 1,800 Tons \$ 200.00 /Ton Total: \$ 360,000.00	Estimated 3,800 Tons \$ 160.00 /Ton Total: \$ 608,000.00	Estimated 6,000 Tons \$ 155.00 /Ton Total: \$ 930,000.00	\$ 2,063,000.00
334-1-13	Superpave Asphaltic Concrete Traffic Level C	Estimated 100 Tons \$ 1,500.00 /Ton Total: \$ 150,000.00	Estimated 600 Tons \$ 300.00 /Ton Total: \$ 180,000.00	Estimated 2,600 Tons \$ 200.00 /Ton Total: \$ 520,000.00	Estimated 6,000 Tons \$ 160.00 /Ton Total: \$ 960,000.00	Estimated 18,000 Tons \$ 155.00 /Ton Total: \$ 2,790,000.00	\$ 4,600,000.00
334-1-52	Superpave Asphaltic Concrete Traffic Level B (PG 76-22)	Estimated 50 Tons \$ 1,500.00 /Ton Total: \$ 75,000.00	Estimated 300 Tons \$ 450.00 /Ton Total: \$ 135,000.00	Estimated 1,800 Tons \$ 300.00 /Ton Total: \$ 540,000.00	Estimated 3,800 Tons \$ 225.00 /Ton Total: \$ 855,000.00	Estimated 6,000 Tons \$ 225.00 /Ton Total: \$ 1,350,000.00	\$ 2,955,000.00
334-1-53	Superpave Asphaltic Concrete Traffic Level C (PG 76-22)	Estimated 100 Tons \$ 1,500.00 /Ton Total: \$ 150,000.00	Estimated 600 Tons \$ 450.00 /Ton Total: \$ 270,000.00	Estimated 2,600 Tons \$ 300.00 /Ton Total: \$ 780,000.00	Estimated 8,000 Tons \$ 225.00 /Ton Total: \$ 1,800,000.00	Estimated 20,000 Tons \$ 225.00 /Ton Total: \$ 4,500,000.00	\$ 7,500,000.00
334-1-57	Superpave Asphaltic Concrete Traffic Level C High Polymer	Estimated 80 Tons \$ 2,000.00 /Ton Total: \$ 160,000.00	Estimated 300 Tons \$ 500.00 /Ton Total: \$ 150,000.00	Estimated 1,800 Tons \$ 400.00 /Ton Total: \$ 720,000.00	Estimated 3,800 Tons \$ 300.00 /Ton Total: \$ 1,140,000.00	Estimated 6,000 Tons \$ 275.00 /Ton Total: \$ 1,650,000.00	\$ 3,820,000.00
337-7-82	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22)	Estimated 100 Tons \$ 1,500.00 /Ton Total: \$ 150,000.00	Estimated 400 Tons \$ 450.00 /Ton Total: \$ 180,000.00	Estimated 2,000 Tons \$ 300.00 /Ton Total: \$ 600,000.00	Estimated 6,000 Tons \$ 225.00 /Ton Total: \$ 1,350,000.00	Estimated 8,000 Tons \$ 225.00 /Ton Total: \$ 1,800,000.00	\$ 4,080,000.00
337-7-83	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22)	Estimated 100 Tons \$ 1,500.00 /Ton Total: \$ 150,000.00	Estimated 600 Tons \$ 450.00 /Ton Total: \$ 270,000.00	Estimated 2,600 Tons \$ 300.00 /Ton Total: \$ 780,000.00	Estimated 8,000 Tons \$ 225.00 /Ton Total: \$ 1,800,000.00	Estimated 20,000 Tons \$ 225.00 /Ton Total: \$ 4,500,000.00	\$ 7,500,000.00

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Page 136 of 151



**IFB-604900-24/LNF - Pavement Management Program Services
Road Construction Products & Related Materials**

Group I: Asphalt Concrete and Friction Course in-place

Pay Item No.	Item Description	0-50 Tons/Job	51-400 Tons/Job	401-2000 Tons/Job	2001-4000 Tons/Job	Over 4000 Tons/Job	Sum of Extended Costs
337-7-85	Asphalt Concrete Friction Course Traffic Level D FC-12.5 (PG 76-22)	Estimated 50 Tons \$ 1,500.00 /Ton Total: \$ 75,000.00	Estimated 300 Tons \$ 450.00 /Ton Total: \$ 135,000.00	Estimated 1,800 Tons \$ 300.00 /Ton Total: \$ 540,000.00	Estimated 3,800 Tons \$ 235.00 /Ton Total: \$ 893,000.00	Estimated 6,000 Tons \$ 235.00 /Ton Total: \$ 1,410,000.00	\$ 3,053,000.00
337-7-92	Asphalt Concrete Friction Course Traffic Level C FC-9.5 High Polymer	Estimated 80 Tons \$ 2,000.00 /Ton Total: \$ 160,000.00	Estimated 300 Tons \$ 500.00 /Ton Total: \$ 150,000.00	Estimated 1,800 Tons \$ 400.00 /Ton Total: \$ 720,000.00	Estimated 3,800 Tons \$ 300.00 /Ton Total: \$ 1,140,000.00	Estimated 6,000 Tons \$ 275.00 /Ton Total: \$ 1,650,000.00	\$ 3,820,000.00
337-7-93	Asphalt Concrete Friction Course Traffic Level C FC-12.5 High Polymer	Estimated 80 Tons \$ 2,000.00 /Ton Total: \$ 160,000.00	Estimated 400 Tons \$ 500.00 /Ton Total: \$ 200,000.00	Estimated 1,800 Tons \$ 400.00 /Ton Total: \$ 720,000.00	Estimated 3,800 Tons \$ 300.00 /Ton Total: \$ 1,140,000.00	Estimated 6,000 Tons \$ 275.00 /Ton Total: \$ 1,650,000.00	\$ 3,870,000.00
339-1	Miscellaneous Asphalt Pavement	Estimated 50 Tons \$ 1,000.00 /Ton Total: \$ 50,000.00	Estimated 200 Tons \$ 500.00 /Ton Total: \$ 100,000.00				\$ 150,000.00
TOTAL FOR GROUP I							\$ 43,411,000.00

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Page 137 of 151



IFB-604900-24/LNF - Pavement Management Program Services
Road Construction Products & Related Materials

Group II: Sand and Seal in-place

Pay Item No.	Item Description	0-1000 SY/Job	1001-2000 SY/Job	2001-3000 SY/Job	Over 3000 SY/Job	Sum of Extended Costs
2-1	Prime and Sand	Estimated 500 SY	Estimated 1500 SY	Estimated 2500 SY	Estimated 3500 SY	
		\$ 10.00 /SY	\$ 5.00 /SY	\$ 2.00 /SY	\$ 2.00 /SY	\$ 24,500.00
	(Section 916)	Total: \$ 5,000.00	Total: \$ 7,500.00	Total: \$ 5,000.00	Total: \$ 7,000.00	
341-1-1	Asphalt Membrane Interlayer	Estimated 500 SY	Estimated 1500 SY	Estimated 2500 SY	Estimated 3500 SY	
		\$ 150.00 /SY	\$ 35.00 /SY	\$ 25.00 /SY	\$ 20.00 /SY	\$ 260,000.00
	(Section 341)	Total: \$ 75,000.00	Total: \$ 52,500.00	Total: \$ 62,500.00	Total: \$ 70,000.00	
TOTAL FOR GROUP II						\$ 284,500.00

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Page 138 of 151



**IFB-604900-24/LNF - Pavement Management Program Services
Road Construction Products & Related Materials**

Group III: Milling Existing Asphalt Pavement in-place

Pay Item No.	Item Description	0-1000 SY/Job	1001-2000 SY/Job	2001-3000 SY/Job	Over 3000 SY/Job	Sum of Extended Costs
327-70-A	Milling Existing Asphalt Pvmnt. (Contractor's Plant) Milled Material becomes property of the Contractor	Estimated 1,000 SY \$ 35.00 /SY Inch Total: \$ 35,000.00	Estimated 2,000 SY \$ 12.00 /SY Inch Total: \$ 24,000.00	Estimated 8,000 SY \$ 10.00 /SY Inch Total: \$ 80,000.00	Estimated 30,000 SY \$ 6.00 /SY Inch Total: \$ 180,000.00	\$ 319,000.00
327-70-B	Milling Existing Asphalt Pvmnt. (Yankee Lake Yard) Milled Material delivered to: 501 Yankee Lake Rd. Sanford FL, 32771	Estimated 1,000 SY \$ 35.00 /SY Inch Total: \$ 35,000.00	Estimated 3,000 SY \$ 12.50 /SY Inch Total: \$ 37,500.00	Estimated 10,000 SY \$ 10.50 /SY Inch Total: \$ 105,000.00	Estimated 40,000 SY \$ 6.50 /SY Inch Total: \$ 260,000.00	\$ 437,500.00
327-70-C	Milling Existing Asphalt Pvmnt. (Oviedo Yard) Milled Material delivered to: 1620 N. County Rd 426 Oviedo, FL 32765	Estimated 1,000 SY \$ 35.00 /SY Inch Total: \$ 35,000.00	Estimated 4,000 SY \$ 12.50 /SY Inch Total: \$ 50,000.00	Estimated 12,000 SY \$ 10.50 /SY Inch Total: \$ 126,000.00	Estimated 50,000 SY \$ 6.50 /SY Inch Total: \$ 325,000.00	\$ 536,000.00
327-70-D	Milling Existing Asphalt Pvmnt. (5 Points Yard) Milled Material delivered to: 4170 S. Orlando Drive Sanford FL, 32773	Estimated 1,000 SY \$ 35.00 /SY Inch Total: \$ 35,000.00	Estimated 2,000 SY \$ 12.50 /SY Inch Total: \$ 25,000.00	Estimated 6,000 SY \$ 10.50 /SY Inch Total: \$ 63,000.00	Estimated 20,000 SY \$ 6.50 /SY Inch Total: \$ 130,000.00	\$ 253,000.00
327-70-E	Milling Existing Asphalt Pvmnt. (Relocate) Milled Material delivered to: Location within 5 miles of Project Limits	Estimated 1,000 SY \$ 35.00 /SY Inch Total: \$ 35,000.00	Estimated 2,000 SY \$ 12.25 /SY Inch Total: \$ 24,500.00	Estimated 4,000 SY \$ 10.25 /SY Inch Total: \$ 41,000.00	Estimated 10,000 SY \$ 6.25 /SY Inch Total: \$ 62,500.00	\$ 163,000.00
TOTAL FOR GROUP III						\$ 1,708,500.00

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Page 139 of 151



**IFB-604900-24/LNF - Pavement Management Program Services
Road Construction Products & Related Materials**

Group IV: Temporary Pavement Marking in-place

Pay Item No.	Item Description	Estimated Qty.	Units	Unit Cost	Sum of Extended Cost
102-78	Temporary Retroreflective Pavement Markers	2,000	EA	\$ 7.00	\$ 14,000.00
102-911-2	Removable Tape, White/Black, Solid, 6"	1,000	LF	\$ 6.00	\$ 6,000.00
102-912-2	Removable Tape, Yellow, Solid, 6"	1,000	LF	\$ 6.00	\$ 6,000.00
710-11-121	Temporary Pavement Markings, Paint, White, Solid, 6"	20,000	LF	\$ 2.25	\$ 45,000.00
710-11-123	Temporary Pavement Markings, Paint, White, Solid, 12"	4,000	LF	\$ 5.50	\$ 22,000.00
710-11-125	Temporary Pavement Markings, Paint, White, Solid, 24"	2,000	LF	\$ 12.00	\$ 24,000.00
710-11-221	Temporary Pavement Markings, Paint, Yellow, Solid, 6"	30,000	LF	\$ 2.25	\$ 67,500.00
710-11-224	Temporary Pavement Markings, Paint, Yellow, Solid, 18"	2,000	LF	\$ 5.50	\$ 11,000.00
710-11-160-B	Temporary Pavement Markings, Paint, White, Message, "SCHOOL"	20	EA	\$ 350.00	\$ 7,000.00
710-11-160-C	Temporary Pavement Markings, Paint, White, Message, "MERGE"	5	EA	\$ 300.00	\$ 1,500.00
710-11-160-E	Temporary Pavement Markings, Paint, White, Message, "RIGHT"	10	EA	\$ 300.00	\$ 3,000.00
710-11-160-F	Temporary Pavement Markings, Paint, White, Message, "TRIAL"	5	EA	\$ 300.00	\$ 1,500.00
710-11-160-G	Temporary Pavement Markings, Paint, White, Message, "XING"	5	EA	\$ 300.00	\$ 1,500.00
710-11-160-H	Temporary Pavement Markings, Paint, White, Message, "LEFT"	10	EA	\$ 300.00	\$ 3,000.00
710-11-160-J	Temporary Pavement Markings, Paint, White, Message, "TURN"	5	EA	\$ 300.00	\$ 1,500.00
710-11-160-K	Temporary Pavement Markings, Paint, White, Message, "LANE"	5	EA	\$ 300.00	\$ 1,500.00
710-11-160-L	Temporary Pavement Markings, Paint, White, Message, "ONLY"	10	EA	\$ 300.00	\$ 3,000.00
710-11-160-P	Temporary Pavement Markings, Paint, White, Message, "RXR"	20	EA	\$ 400.00	\$ 8,000.00
710-11-170	Temporary Pavement Markings, Paint, White, Arrow (Single)	50	EA	\$ 200.00	\$ 10,000.00
710-11-170-A	Temporary Pavement Markings, Paint, White, Arrow (Turn & Thru)	10	EA	\$ 300.00	\$ 3,000.00
710-11-180	Temporary Pavement Markings, Paint, White, Yield Line	10	LF	\$ 25.00	\$ 250.00
					\$ 240,250.00

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Page 140 of 151



**IFB-904900-24/LNF - Pavement Management Program Services
Road Construction Products & Related Materials**

Group V: Misc. Items - LD's, Mobilization, MOT, Traffic Control Officer, PCMS, Rework Exist. Asp., Utility Valve & MH Adjust, Asp. Curb

Pay Item No.	Description	Quantity	Sum of Extended Cost
5-1	Liquidated Damages LD (For Major Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -1,500.00 ED Total: -\$1,500.00	Do Not Include this Item in Bid Total
5-2	Liquidated Damages LD (For Minor Streets/Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -1,000.00 ED Total: -\$1,000.00	Do Not Include this Item in Bid Total
5-3	Liquidated Damages LD (For non-compliance of the 30-day time frame for completion of Punch List) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -1,000.00 ED Total: -\$1,000.00	Do Not Include this Item in Bid Total
101-1	Mobilization Charge (not to exceed 5% of contract total) Includes all Labor, Equipment and Materials.	Estimated 1 Each per Project Not to Exceed 5% of Contract Total	Do Not Include this Item in Bid Total
101-2	Mobilization Charge for 24-hour Emergency Response. Includes all Labor, Equipment and Materials	Estimated 1 EA per Response \$ 15,000.00 /EA	\$ 15,000.00
102-1	Maintenance of Traffic Includes all Labor, Equipment and Materials. (not to exceed \$2,000 per day)	Estimated 1 ED \$ 2,000.00 /EA	\$ 2,000.00
102-14	Traffic Control Officer 2 Hours Minimum + Travel Time	Estimated 1 HR \$ 150.00 /HR	\$ 150.00
102-99	Portable Changeable Message Sign	Estimated 1,000 ED \$ 40.00 /ED	\$ 40,000.00
324-1	Rework Existing Asphalt Pavement Using Indirect Heat	Estimated 800 SY \$ 200.00 /SY	\$ 160,000.00
425-6	Water Valve or Similar Cover Adjustment	Estimated 25 EA \$ 150.00 /EA	\$ 3,750.00
425-6A	Manhole Ring Adjustment	Estimated 25 EA \$ 350.00 /EA	\$ 8,750.00
525-1	Asphaltic Concrete Curb	Estimated 500 LF \$ 50.00 /LF	\$ 25,000.00
5-4	Asphalt Speed Cushion	Estimated 25 EA \$ 12,500.00 /LF	\$ 312,500.00

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Page 141 of 151

TOTAL FOR GROUP V		\$	567,150.00
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Page 142 of 151



IFB-604900-24/LNF - Pavement Management Program Services
Road Construction Products & Related Materials

Group VI: Asphalt Materials - FOB @ Plant and FOB to Job Site

Pay Item No.	Description	FOB Plant	FOB Job Site	Sum of Extended Cost
6-1	SP-12.5 Hot Mix Asphaltic Concrete Traffic Level C (Section 334)	Estimated 1000 Tons \$ 110.00 /Ton Total: \$ 110,000.00	Estimated 200 Tons \$ 170.00 /Ton Total: \$ 34,000.00	\$ 144,000.00
6-2	SP-9.5 Hot Mix Asphaltic Concrete Traffic Level C (Section 334)	Estimated 1000 Tons \$ 110.00 /Ton Total: \$ 110,000.00	Estimated 200 Tons \$ 170.00 /Ton Total: \$ 34,000.00	\$ 144,000.00
6-3	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22) (Section 337)	Estimated 200 Tons \$ 125.00 /Ton Total: \$ 25,000.00	Estimated 200 Tons \$ 200.00 /Ton Total: \$ 40,000.00	\$ 65,000.00
6-4	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22) (Section 337)	Estimated 200 Tons \$ 125.00 /Ton Total: \$ 25,000.00	Estimated 200 Tons \$ 200.00 /Ton Total: \$ 40,000.00	\$ 65,000.00
6-5	Asphalt Milling Material	Estimated 500 Tons \$ 45.00 /Ton Total: \$ 22,500.00	Estimated 500 Tons \$ 75.00 /Ton Total: \$ 37,500.00	\$ 60,000.00
6-6	Tack Type RS-1/RS-2 (Section 300)	Estimated 1000 Gallons \$ 10.00 /Gal Total: \$ 10,000.00		\$ 10,000.00
			TOTAL FOR GROUP VI	\$ 488,000.00

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Page 143 of 151



IFB-604900-24/LNF - Pavement Management Program Services
Road Construction Products & Related Materials

Group VII: Earthwork

Pay Item No.	Description	0-50 CY/Job	51-100 CY/Job	101-500 CY/Job	Over 500 CY/Job	Sum of Extended Cost
120-1	Regular Excavation	Estimated 50 CY \$ 350.00 /CY Total: \$ 17,500.00	Estimated 100 CY \$ 200.00 /CY Total: \$ 20,000.00	Estimated 500 CY \$ 100.00 /CY Total: \$ 50,000.00	Estimated 800 CY \$ 100.00 /CY Total: \$ 80,000.00	\$ 167,500.00
120-6	Embankment	Estimated 50 CY \$ 400.00 /CY Total: \$ 20,000.00	Estimated 100 CY \$ 200.00 /CY Total: \$ 20,000.00	Estimated 500 CY \$ 150.00 /CY Total: \$ 75,000.00	Estimated 800 CY \$ 150.00 /CY Total: \$ 120,000.00	\$ 235,000.00
121-70	Flowable Fill	Estimated 50 CY \$ 1,000.00 /CY Total: \$ 50,000.00	Estimated 100 CY \$ 500.00 /CY Total: \$ 50,000.00			\$ 100,000.00
Pay Item No.	Description	0-500 SY/Job	501-1000 SY/Job	1001-1500 SY/Job	Over 1500 SY/Job	
160-4	12 " Type B Stabilization LBR 40	Estimated 500 SY \$ 60.00 /SY Total: \$ 30,000.00	Estimated 2000 SY \$ 45.00 /SY Total: \$ 90,000.00	Estimated 3000 SY \$ 35.00 /SY Total: \$ 105,000.00	Estimated 4000 SY \$ 30.00 /SY Total: \$ 120,000.00	\$ 345,000.00
285-701	Base Group 01 (4" Limerock LBR 100)	Estimated 500 SY \$ 200.00 /SY Total: \$ 100,000.00	Estimated 1000 SY \$ 100.00 /SY Total: \$ 100,000.00	Estimated 1500 SY \$ 85.00 /SY Total: \$ 127,500.00	Estimated 2000 SY \$ 75.00 /SY Total: \$ 150,000.00	\$ 477,500.00

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Page 144 of 151



**IFB-604900-24/LNF - Pavement Management Program Services
Road Construction Products & Related Materials**

Group VII: Earthwork

Pay Item No.	Description	0-500 SY/Job	501-1000 SY/Job	1001-1500 SY/Job	Over 1500 SY/Job	
285-706	Base Group 06 (8" Limerock LBR 100)	Estimated 500 SY \$ 200.00 /SY Total: \$ 100,000.00	Estimated 1000 SY \$ 100.00 /SY Total: \$ 100,000.00	Estimated 1500 SY \$ 85.00 /SY Total: \$ 127,500.00	Estimated 2000 SY \$ 75.00 /SY Total: \$ 150,000.00	\$ 477,500.00
285-709-A	Base Group 09 (10" Limerock LBR 100)	Estimated 500 SY \$ 225.00 /SY Total: \$ 112,500.00	Estimated 1000 SY \$ 125.00 /SY Total: \$ 125,000.00	Estimated 1500 SY \$ 125.00 /SY Total: \$ 187,500.00	Estimated 2000 SY \$ 100.00 /SY Total: \$ 200,000.00	\$ 625,000.00
285-709-B	Base Group 09 (6" Type B-12.5)	Estimated 500 SY \$ 225.00 /SY Total: \$ 112,500.00	Estimated 2000 SY \$ 125.00 /SY Total: \$ 250,000.00	Estimated 3000 SY \$ 125.00 /SY Total: \$ 375,000.00	Estimated 4000 SY \$ 100.00 /SY Total: \$ 400,000.00	\$ 1,137,500.00
570-1-2	Performance Turf, Sod	Estimated 500 SY \$ 50.00 /SY Total: \$ 25,000.00	Estimated 1000 SY \$ 25.00 /SY Total: \$ 25,000.00	Estimated 1500 SY \$ 20.00 /SY Total: \$ 30,000.00	Estimated 2000 SY \$ 15.00 /SY Total: \$ 30,000.00	\$ 110,000.00
577-70	Shoulder Rework	Estimated 500 SY \$ 75.00 /SY Total: \$ 37,500.00	Estimated 1000 SY \$ 35.00 /SY Total: \$ 35,000.00	Estimated 1500 SY \$ 30.00 /SY Total: \$ 45,000.00	Estimated 2000 SY \$ 25.00 /SY Total: \$ 50,000.00	\$ 167,500.00
TOTAL FOR GROUP VII						\$ 3,842,500.00

Middlesex Paving, LLC.

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/12/2025 15:41:34 -04:00
eCertified Id: F3E3-DFCC-B78L
Page 145 of 151



IFB-604900-24/LNF - Pavement Management Program Services
Road Construction Products & Related Materials

Totals: Group I thru VII

Group No.	Group Description	Totals
Group I	Asphalt Concrete and Friction Course in-place	\$ 43,411,000.00
Group II	Sand and Seal in-place	\$ 284,500.00
Group III	Milling Existing Asphalt Pavement in-place	\$ 1,708,500.00
Group IV	Temporary Pavement Marking in-place	\$ 240,250.00
Group V	Misc. Items - LD's, MOB, MOT, Traffic Control Officer, PCMS, Valve & MH Adjust, Asph. Curb, Speed Cushion	\$ 567,150.00
Group VI	Asphalt Materials - FOB @ Plant and FOB to Job Site	\$ 488,000.00
Group VII	Earthwork	\$ 3,842,500.00
TOTAL GROUP I THRU VII		\$ 50,541,900.00

Middlesex Paving, LLC.

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/12/2025 15:41:34 -04:00
eCertified Id: F3E3-DFCC-B78L
Page 146 of 151

TERM CONTRACT FOR PAVEMENT MANAGEMENT SERVICES

INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory
Employers' Liability:	\$ 1,000,000 Each Accident
	\$ 1,000,000 Disease Aggregate
	\$ 1,000,000 Disease Each Employee

B. Commercial General Liability Insurance:

	\$ 1,000,000 Per Occurrence
	\$ 1,000,000 Personal and Advertising Injury
	\$ 2,000,000 General Aggregate
	\$ 2,000,000 Products and Completed Operations Aggregate

C. Business Automobile Liability Insurance:

	\$ 1,000,000 Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)
--	--

D. Umbrella/Excess:

	\$ 3,000,000 Per Claim
--	------------------------

E. Pollution Liability:

	\$ 1,000,000 Per Occurrence
	\$ 2,000,000 General Aggregate

Seminole County, Florida named additional insured all applicable policies, provided a waiver of subrogation, and all certificates must evidence coverage is primary and non-contributory.



EXHIBIT "E"

Agreement Name: Pavement Management ServiceAgreement Number: FB604900-24/LNF**AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE**

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. The CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number FB604900-24/LNF are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number FB-604900-24/LNF for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

[Balance of this page intentionally blank; signatory page follows]



DATED this 23rd day of January, 2025.

Middlesex Paving, LLC.

Consultant Name

By: Michael Lapalucco

Print Name: Michael Lapalucco

Title: Vice President, Paving



STATE OF FLORIDA)
 Orange
 COUNTY OF ~~SEMINOLE~~)

I HEREBY CERTIFY that, on this 23rd day of January, 2025, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael Lapalucco, ☒ who is personally known to me or ☐ who has produced _____ as identification.



EVELYN S. SERGEANT
 Notary Public
 State of Florida
 Comm# HH425179
 Expires 7/24/2027

Evelyn S Sergeant

Print Name Evelyn S Sergeant

Notary Public in and for the County
 and State Aforementioned

My commission expires: July 24, 2027

E-Verify Affidavit
 Revised 11/2020

Certified Copy - Grant Maloy
 Clerk of the Circuit Court and Comptroller
 Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
 eCertified at 03/12/2025 15:41:34 -04:00
 eCertified Id: F3E3-DFCC-B78L
 Page 149 of 151

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

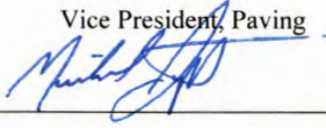
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Middlesex Paving, LLC. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Michael Iapaluccio

Title: Vice President, Paving

Signature: 



Date: March 10, 2025



Exhibit G

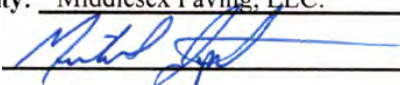
HUMAN TRAFFICKING AFFIDAVIT**CONTRACT #** IFB-604900-24/LNF

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Middlesex Paving, LLC., a non-governmental entity and I am authorized to provide this affidavit on behalf of such.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

Nongovernmental Entity: Middlesex Paving, LLC.

Authorized Signature: 

Date: March 10, 2025

Printed Name: Michael Iapaluccio

Title: Vice President, Paving

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of March, 2025, by Michael Iapaluccio, as Vice President, Paving on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced _____ as identification.





Notary Public Signature

Print, Type or Stamp Name of Notary: Evelyn S Sergeant

My commission expires: July 24, 2027

(Affix Notary Stamp or Seal)



Notary Public
State of Florida
Comm# HH425179
Expires 7/24/2027

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller

eCertified at 03/12/2025 15:41:34 -04:00

eCertified Id: F3E3-DFCC-B78L

Page 151 of 151

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A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE BUDGET
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER
30, 2027, PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 26-14, the City of Belle Isle adopted the budget for the fiscal year 2026-2027; and

WHEREAS, the City of Belle Isle has determined that the Budget for FY 2026-2027 should be amended; and

WHEREAS, Section 166.241(9)(c), Florida Statutes, requires certain budget amendments to be adopted in the same manner as the original budget; and

WHEREAS, the City included \$300,000 for resurfacing and curbing improvements in its FY 2025/2026 adopted budget, which included sufficient funding for the proposed \$66,075 Waltham Avenue resurfacing project; and

WHEREAS, the \$66,075 was not expended during FY 2025/2026, and the City desires to utilize these unspent General Fund resources, which will be reflected in the City's overall FY 2026/2027 beginning fund balance upon completion of the year-end closing process, to fund the project through an appropriation in the FY 2026/2027 budget; and

Now, therefore, the City Council of the City of Belle Isle, Florida,
hereby resolves:

Section 1. The City of Belle Isle, Florida's Fiscal Year 2026-2027 Budget is hereby amended as set forth in Attachment A, which is incorporated herein by reference.

Section 2. This Resolution shall take effect upon its adoption.

1
2 Adopted by the City Council on this 20th day of October 2026.
3

4 _____
5 JASON CARSON, MAYOR

6 Attest: _____

7 Yolanda Quiceno, CMC-City Clerk
8
9

10 _____
11 Approved as to form and legality

12 City Attorney
13

14 STATE OF FLORIDA

15 COUNTY OF ORANGE

16 I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA, do
17 hereby certify that the above and foregoing Resolution No. 26-20 was duly and
18 legally passed and adopted by the Belle Isle City Council in session
19 assembled, at which session a quorum of its members was present on the
20 _____ day of October 2026.
21

22 _____
23 Yolanda Quiceno, CMC-City Clerk
24
25

ATTACHMENT A
CITY OF BELLE ISLE
FY 2026/2027
BUDGET AMENDMENT #2627.02
RESOLUTION# 26-20

C.

Account Id	Account Description	ORIGINAL BUDGET 2026/2027	INTERNAL BUDGET TRANSFERS	PRIOR BUDGET AMENDMENTS	CURRENT BA RESOLUTION# 26-20	AMENDED BUDGET 2026/2027	REF#
GENERAL FUND 001							
BEGINNING FUND BALANCE		3,722,235	-	-		3,722,235	
REVENUES							
001-311-100	AD VALOREM TAXES	5,512,053	-	-		5,512,053	
001-312-410	LOCAL OPTION FUEL TAX	215,000	-	-		215,000	
001-314-800	UTILITY SERVICE TAX - PROPANE	7,000	-	-		7,000	
001-315-000	COMMUNICATIONS SERVICES TAX	285,000	-	-		285,000	
001-316-000	LOCAL BUSINESS TAX	15,000	-	-		15,000	
001-322-000	BUILDING PERMITS	150,000	-	-		150,000	
001-322-100	BUILDING PERMIT SURCHARGES	5,000	-	-		5,000	
001-322-200	BUILDING PERMIT RETENTION FEES	900	-	-		900	
001-323-100	FRANCHISE FEE - ELECTRICITY	335,000	-	-		335,000	
001-323-700	FRANCHISE FEE - SOLID WASTE	100,000	-	-		100,000	
001-329-000	ZONING FEES	25,000	-	-		25,000	
001-329-100	GARAGE SALE PERMITS	400	-	-		400	
001-329-130	BOAT RAMP DECALS & REGISTRATIONS	2,000	-	-		2,000	
001-329-140	GOLF CART PERMITS	1,500	-	-		1,500	
001-329-510	LIEN SEARCH FEES	7,000	-	-		7,000	
001-329-900	TREE REMOVAL PERMITS/FEES	0	-	-		-	
001-367-000	RENTAL LICENSES	14,000	-	-		14,000	
001-331-100	FEMA REIMBURSEMENT - FEDERAL	0	-	-		-	
001-331-120	FDOT TRAFFIC SIGNAL MAINT REIMBURSEMENT	0	-	-		-	
001-334-396	OJP BULLETPROOF VEST GRANT	0	-	-		-	
001-334-490	FDOT TRAFFIC SIGNAL MAINT REIMBURSEMENT	9,390	-	-		9,390	
001-334-560	FDLE JAG GRANT	0	-	-		-	
001-335-125	MUNICIPAL REVENUE SHARING	475,000	-	-		475,000	
001-335-150	ALCOHOLIC BEVERAGE LICENSE TAX	98	-	-		98	
001-335-180	HALF-CENT SALES TAX	1,340,000	-	-		1,340,000	
001-337-200	SRO REIMBURSEMENT - CHARTER SCHOOL	187,844	-	-		187,844	
001-341-900	QUALIFYING FEES	0	-	-		-	
001-342-905	POLICE OFF-DUTY DETAIL REIMBURSEMENTS	0	-	-		-	
001-342-906	POLICE MARINE PATROL REIMBURSEMENTS	28,236	-	-		28,236	
001-343-410	SOLID WASTE FEES - RESIDENTIAL	768,264	-	-		768,264	
001-347-400	SPECIAL EVENT REVENUE	0	-	-		-	
001-351-100	JUDGEMENTS & FINES - MOVING VIOLATIONS	180,000	-	-		180,000	
001-351-110	RED LIGHT CAMERA FINES	420,000	-	-		420,000	
001-354-000	JUDGEMENTS & FINES - LOCAL ORDINANCE VIOL	0	-	-		-	
001-359-000	JUDGEMENTS & FINES - PARKING VIOLATIONS	1,000	-	-		1,000	
001-359-200	INVESTIGATIVE COST REIMBURSEMENT	3,000	-	-		3,000	
001-361-100	INTEREST	20,000	-	-		20,000	
001-361-200	INTEREST - SBA INVESTMENTS	20,000	-	-		20,000	
001-362-100	CHARTER SCHOOL RENT	492,002	-	-		492,002	
001-366-000	CONTRIBUTIONS & DONATIONS	0	-	-		-	
001-369-900	OTHER MISCELLANEOUS REVENUE	0	-	-		-	
001-369-909	RED LIGHT CAMERA HEARING FEES	0	-	-		-	
001-369-910	VACANT FORECLOSURE	0	-	-		-	
TOTAL REVENUES		10,619,687	-	-	-	10,619,687	
Total Beginning Fund Balance & Revenues		14,341,922	-	-	-	14,341,922	
EXPENDITURES							
001-511-00-2310	DENTAL & VISION INSURANCE	3,304	-	-	-	3,304	
001-511-00-3150	ELECTION EXPENSES	25,000	-	-	-	25,000	
001-511-00-4000	TRAVEL & PER DIEM	1,500	-	-	-	1,500	
001-511-00-4100	COMMUNICATIONS SERVICES	7,500	-	-	-	7,500	
001-511-00-4650	SOFTWARE SUBSCRIPTIONS, MAINT, & SUPPORT	500	-	-	-	500	
001-511-00-5200	OFFICE & OPERATING SUPPLIES	1,000	-	-	-	1,000	
001-511-00-5400	MEMBERSHIPS, DUES, & REGISTRATIONS	4,500	-	-	-	4,500	
001-512-00-2310	DENTAL & VISION INSURANCE	472	-	-	-	472	
001-512-00-4000	TRAVEL & PER DIEM	500	-	-	-	500	
001-512-00-4100	COMMUNICATIONS SERVICES	1,000	-	-	-	1,000	
001-512-00-4650	SOFTWARE SUBSCRIPTIONS, MAINT, & SUPPORT	100	-	-	-	100	
001-512-00-5200	OFFICE & OPERATING SUPPLIES	500	-	-	-	500	
001-512-00-5400	MEMBERSHIPS, DUES, & REGISTRATIONS	650	-	-	-	650	
001-513-00-1200	REGULAR SALARIES & WAGES	554,000	-	-	-	554,000	

**ATTACHMENT A
CITY OF BELLE ISLE
FY 2026/2027
BUDGET AMENDMENT #2627.02
RESOLUTION# 26-20**

C.

Account Id	Account Description	ORIGINAL BUDGET 2026/2027	INTERNAL BUDGET TRANSFERS	PRIOR BUDGET AMENDMENTS	CURRENT BA RESOLUTION# 26-20	AMENDED BUDGET 2026/2027	REF#
001-513-00-1220	LONGEVITY PAY	2,250	-	-	-	2,250	
001-513-00-1400	OVERTIME PAY	500	-	-	-	500	
001-513-00-1530	BILINGUAL PAY	1,300	-	-	-	1,300	
001-513-00-2100	FICA TAXES	42,691	-	-	-	42,691	
001-513-00-2200	RETIREMENT CONTRIBUTIONS	89,000	-	-	-	89,000	
001-513-00-2300	MEDICAL INSURANCE	119,000	-	-	-	119,000	
001-513-00-2310	DENTAL & VISION INSURANCE	4,500	-	-	-	4,500	
001-513-00-2320	LIFE INSURANCE	2,600	-	-	-	2,600	
001-513-00-2330	DISABILITY INSURANCE	2,200	-	-	-	2,200	
001-513-00-3140	IT SERVICES & SUPPORT	11,000	-	-	-	11,000	
001-513-00-3400	PLANNING SERVICES	78,000	-	-	-	78,000	
001-513-00-4000	TRAVEL & PER DIEM	6,500	-	-	-	6,500	
001-513-00-4100	COMMUNICATIONS SERVICES	3,000	-	-	-	3,000	
001-513-00-4410	RENTALS & LEASES - VEHICLES	27,000	-	-	-	27,000	
001-513-00-4420	RENTALS & LEASES - STORAGE	4,000	-	-	-	4,000	
001-513-00-4610	REPAIRS & MAINTENANCE - VEHICLES	2,500	-	-	-	2,500	
001-513-00-4650	SOFTWARE SUBSCRIPTIONS, MAINT, & SUPPORT	51,000	-	-	-	51,000	
001-513-00-4700	PRINTING EXPENSES	1,000	-	-	-	1,000	
001-513-00-4910	LEGAL ADVERTISING	2,500	-	-	-	2,500	
001-513-00-5200	OFFICE & OPERATING SUPPLIES	5,000	-	-	-	5,000	
001-513-00-5210	UNIFORMS	700	-	-	-	700	
001-513-00-5230	FUEL	5,000	-	-	-	5,000	
001-513-00-5400	MEMBERSHIPS, DUES, & REGISTRATIONS	9,000	-	-	-	9,000	
001-519-00-3100	PROFESSIONAL SERVICES	100,000	-	-	-	100,000	
001-519-00-3110	LEGAL SERVICES	190,000	-	-	-	190,000	
001-519-00-3120	ENGINEERING SERVICES	47,250	-	-	-	47,250	
001-519-00-3140	IT SERVICES & SUPPORT	3,500	-	-	-	3,500	
001-519-00-3200	ACCOUNTING & AUDITING SERVICES	32,000	-	-	-	32,000	
001-519-00-3400	CONTRACTUAL SERVICES	45,000	-	-	-	45,000	
001-519-00-3405	BUILDING PERMITS	120,000	-	-	-	120,000	
001-519-00-3406	BUILDING PERMIT SURCHARGES	5,000	-	-	-	5,000	
001-519-00-3410	JANITORIAL SERVICES	3,000	-	-	-	3,000	
001-519-00-3415	WEBSITE & SOCIAL MEDIA SERVICES	6,000	-	-	-	6,000	
001-519-00-3440	FIRE PROTECTION SERVICES	3,076,806	-	-	-	3,076,806	
001-519-00-3490	CODIFICATION SERVICES	5,700	-	-	-	5,700	
001-519-00-4100	COMMUNICATIONS SERVICES	29,000	-	-	-	29,000	
001-519-00-4200	POSTAGE & FREIGHT	4,000	-	-	-	4,000	
001-519-00-4300	UTILITIES - ELECTRIC & WATER	8,000	-	-	-	8,000	
001-519-00-4310	SOLID WASTE & RECYCLING SERVICES	872,000	-	-	-	872,000	
001-519-00-4500	INSURANCE	175,000	-	-	-	175,000	
001-519-00-4600	REPAIRS & MAINTENANCE - GENERAL	5,000	-	-	-	5,000	
001-519-00-4700	PRINTING & SHREDDING	11,000	-	-	-	11,000	
001-519-00-4800	SPECIAL EVENTS	25,000	-	-	-	25,000	
001-519-00-4810	TREE BOARD PROMOTIONS & EVENTS	6,000	-	-	-	6,000	
001-519-00-4820	SOLID WASTE COMMITTEE PROMOTIONS & EVENTS	1,000	-	-	-	1,000	
001-519-00-4900	OTHER CURRENT CHARGES	500	-	-	-	500	
001-519-00-4910	LEGAL ADVERTISING	5,000	-	-	-	5,000	
001-519-00-5200	OFFICE & OPERATING SUPPLIES	12,000	-	-	-	12,000	
001-519-00-5400	MEMBERSHIPS, DUES, & REGISTRATIONS	4,000	-	-	-	4,000	
001-519-00-6491	CAPITAL - EQUIPMENT - CITY HALL	25,000	-	-	-	25,000	
001-519-00-8300	CONTRIBUTIONS & DONATIONS	3,500	-	-	-	3,500	
001-519-00-8310	NEIGHBORHOOD GRANT PROGRAM	40,000	-	-	-	40,000	
001-521-00-1200	REGULAR SALARIES & WAGES	2,182,000	-	-	-	2,182,000	
001-521-00-1210	REGULAR SALARIES & WAGES - CROSSING GUARD	72,360	-	-	-	72,360	
001-521-00-1215	HOLIDAY PAY	74,000	-	-	-	74,000	
001-521-00-1220	LONGEVITY PAY	11,500	-	-	-	11,500	
001-521-00-1400	OVERTIME PAY	28,000	-	-	-	28,000	
001-521-00-1500	INCENTIVE PAY	22,000	-	-	-	22,000	
001-521-00-1505	POLICE OFF-DUTY DETAIL PAY	0	-	-	-	-	
001-521-00-1506	POLICE LAKE CONWAY MARINE PATROL PAY	33,600	-	-	-	33,600	
001-521-00-1520	SPECIAL ASSIGNMENT PAY	27,490	-	-	-	27,490	
001-521-00-1530	BILINGUAL PAY	3,900	-	-	-	3,900	
001-521-00-2100	FICA TAXES	187,796	-	-	-	187,796	

**ATTACHMENT A
CITY OF BELLE ISLE
FY 2026/2027
BUDGET AMENDMENT #2627.02
RESOLUTION# 26-20**

C.

Account Id	Account Description	ORIGINAL BUDGET 2026/2027	INTERNAL BUDGET TRANSFERS	PRIOR BUDGET AMENDMENTS	CURRENT BA RESOLUTION# 26-20	AMENDED BUDGET 2026/2027	REF#
001-521-00-2200	RETIREMENT CONTRIBUTIONS	432,000	-	-	-	432,000	
001-521-00-2300	MEDICAL INSURANCE	431,000	-	-	-	431,000	
001-521-00-2310	DENTAL & VISION INSURANCE	17,000	-	-	-	17,000	
001-521-00-2320	LIFE INSURANCE	11,000	-	-	-	11,000	
001-521-00-2330	DISABILITY INSURANCE	11,000	-	-	-	11,000	
001-521-00-3100	TECHNOLOGY SUPPORT/SERVICES	0	-	-	-	-	
001-521-00-3105	OTHER PROFESSIONAL SERVICES	0	-	-	-	-	
001-521-00-3110	LEGAL SERVICES	15,000	-	-	-	15,000	
001-521-00-3120	PRE-EMPLOYMENT SCREENING	2,000	-	-	-	2,000	
001-521-00-3140	IT SERVICES & SUPPORT	38,000	-	-	-	38,000	
001-521-00-3400	CONTRACTUAL SERVICES	6,400	-	-	-	6,400	
001-521-00-3405	RED LIGHT CAMERA FEES	336,000	-	-	-	336,000	
001-521-00-3410	JANITORIAL SERVICES	3,000	-	-	-	3,000	
001-521-00-3415	DISPATCH SERVICES	73,000	-	-	-	73,000	
001-521-00-4000	TRAVEL & PER DIEM	8,000	-	-	-	8,000	
001-521-00-4100	COMMUNICATIONS SERVICES	27,000	-	-	-	27,000	
001-521-00-4200	POSTAGE & FREIGHT	1,500	-	-	-	1,500	
001-521-00-4300	UTILITIES - ELECTRIC & WATER	6,000	-	-	-	6,000	
001-521-00-4410	RENTALS & LEASES - VEHICLES	240,000	-	-	-	240,000	
001-521-00-4420	RENTALS & LEASES - STORAGE	1,600	-	-	-	1,600	
001-521-00-4600	REPAIRS & MAINTENANCE - GENERAL	4,000	-	-	-	4,000	
001-521-00-4610	REPAIRS & MAINTENANCE - VEHICLES	15,000	-	-	-	15,000	
001-521-00-4620	REPAIRS & MAINTENANCE - RADAR GUNS	3,690	-	-	-	3,690	
001-521-00-4650	SOFTWARE SUBSCRIPTIONS, MAINT, & SUPPORT	113,000	-	-	-	113,000	
001-521-00-4700	PRINTING EXPENSES	4,000	-	-	-	4,000	
001-521-00-4800	COMMUNITY PROMOTIONS	5,000	-	-	-	5,000	
001-521-00-4900	OTHER CURRENT CHARGES	500	-	-	-	500	
001-521-00-4910	LEGAL ADVERTISING	500	-	-	-	500	
001-521-00-4920	MARINE EXPENSES	12,500	-	-	-	12,500	
001-521-00-4925	POLICE K-9 EXPENSES	2,000	-	-	-	2,000	
001-521-00-5200	OFFICE & OPERATING SUPPLIES	12,000	-	-	-	12,000	
001-521-00-5205	COMPUTER EQUIPMENT & ACCESSORIES	69,400	-	-	-	69,400	
001-521-00-5210	UNIFORMS	19,500	-	-	-	19,500	
001-521-00-5230	FUEL	90,000	-	-	-	90,000	
001-521-00-5245	RADIO EQUIPMENT	12,500	-	-	-	12,500	
001-521-00-5250	POLICE NON-CAPITAL EQUIPMENT	1,500	-	-	-	1,500	
001-521-00-5400	MEMBERSHIPS, DUES, & REGISTRATIONS	2,000	-	-	-	2,000	
001-521-00-5500	TRAINING	7,500	-	-	-	7,500	
001-521-00-5510	TUITION REIMBURSEMENT	10,800	-	-	-	10,800	
001-521-00-6400	CAPITAL - EQUIPMENT	57,000	-	-	-	57,000	
001-541-00-1200	REGULAR SALARIES & WAGES	247,000	-	-	-	247,000	
001-541-00-1220	LONGEVITY PAY	750	-	-	-	750	
001-541-00-1400	OVERTIME PAY	500	-	-	-	500	
001-541-00-1530	BILINGUAL PAY	650	-	-	-	650	
001-541-00-2100	FICA TAXES	19,041	-	-	-	19,041	
001-541-00-2200	RETIREMENT CONTRIBUTIONS	40,000	-	-	-	40,000	
001-541-00-2300	MEDICAL INSURANCE	56,000	-	-	-	56,000	
001-541-00-2310	DENTAL & VISION INSURANCE	1,900	-	-	-	1,900	
001-541-00-2320	LIFE INSURANCE	1,200	-	-	-	1,200	
001-541-00-2330	DISABILITY INSURANCE	1,300	-	-	-	1,300	
001-541-00-3100	PROFESSIONAL SERVICES	500	-	-	-	500	
001-541-00-3140	TEMPORARY LABOR	0	-	-	-	-	
001-541-00-3150	IT SERVICES & SUPPORT	8,000	-	-	-	8,000	
001-541-00-3400	CONTRACTUAL SERVICES	17,000	-	-	-	17,000	
001-541-00-3420	LANDSCAPING SERVICES	55,000	-	-	-	55,000	
001-541-00-4000	TRAVEL & PER DIEM	500	-	-	-	500	
001-541-00-4100	COMMUNICATIONS SERVICES	6,500	-	-	-	6,500	
001-541-00-4300	UTILITIES - ELECTRIC & WATER	115,000	-	-	-	115,000	
001-541-00-4310	LANDFILL & YARD WASTE DISPOSAL	1,800	-	-	-	1,800	
001-541-00-4410	RENTALS & LEASES - VEHICLES	55,000	-	-	-	55,000	
001-541-00-4420	RENTALS & LEASES - EQUIPMENT	1,500	-	-	-	1,500	
001-541-00-4600	REPAIRS & MAINTENANCE - GENERAL	10,000	-	-	-	10,000	
001-541-00-4610	REPAIRS & MAINTENANCE - VEHICLES & EQUIP	15,000	-	-	-	15,000	

ATTACHMENT A
CITY OF BELLE ISLE
FY 2026/2027
BUDGET AMENDMENT #2627.02
RESOLUTION# 26-20

C.

Account Id	Account Description	ORIGINAL BUDGET 2026/2027	INTERNAL BUDGET TRANSFERS	PRIOR BUDGET AMENDMENTS	CURRENT BA RESOLUTION# 26-20	AMENDED BUDGET 2026/2027	REF#
001-541-00-4670	REPAIRS & MAINTENANCE - PARKS	25,000	-	-	-	25,000	
001-541-00-4675	REPAIRS & MAINTENANCE - BOAT RAMPS	1,500	-	-	-	1,500	
001-541-00-4680	REPAIRS & MAINTENANCE - ROADS	35,000	-	-	-	35,000	
001-541-00-4690	URBAN FORESTRY	125,000	-	-	-	125,000	
001-541-00-4695	SOFTWARE SUBSCRIPTIONS, MAINT, & SUPPORT	2,500	-	-	-	2,500	
001-541-00-4700	PRINTING EXPENSES	3,000	-	-	-	3,000	
001-541-00-5200	OFFICE & OPERATING SUPPLIES	5,000	-	-	-	5,000	
001-541-00-5210	UNIFORMS	2,000	-	-	-	2,000	
001-541-00-5220	PROTECTIVE CLOTHING	1,500	-	-	-	1,500	
001-541-00-5230	FUEL	15,000	-	-	-	15,000	
001-541-00-5240	SMALL TOOLS & EQUIPMENT	4,000	-	-	-	4,000	
001-541-00-5400	MEMBERSHIPS, DUES, & REGISTRATIONS	750	-	-	-	750	
001-541-00-5500	TRAINING	2,500	-	-	-	2,500	
001-541-00-6320	CIP - RESURFACING & CURBING	0	-	-	66,075	66,075	R3
001-541-00-6325	CIP - SIDEWALK/CURBING/GUTTER IMPROVEMENTS	50,000	-	-	-	50,000	
001-541-00-6335	CIP - NELA BRIDGE IMPROVEMENTS	15,000	-	-	-	15,000	
001-541-00-6380	CIP - PARK IMPROVEMENTS	50,000	-	-	-	50,000	
001-584-00-7100	BOND PRINCIPAL	118,000	-	-	-	118,000	
001-584-00-7200	BOND INTEREST	40,000	-	-	-	40,000	
TOTAL EXPENDITURES		11,825,450	-	-	66,075	11,891,525	
ENDING FUND BALANCE		2,516,472	-	-	(66,075)	2,450,397	
Total Expenditures & Ending Fund Balance		14,341,922	-	-	-	14,341,922	

TRANSPORTATION IMPACT FEE FUND 102

BEGINNING FUND BALANCE		136,298	-	-	-	136,298	
REVENUES							
102-324-310	IMPACT FEES - RESIDENTIAL - TRANSPORTATION	-	-	-	-	-	
102-361-100	INTEREST	1,000	-	-	-	1,000	
TOTAL REVENUES		1,000	-	-	-	1,000	
Total Beginning Fund Balance & Revenues		137,298	-	-	-	137,298	
EXPENDITURES							
NONE							
TOTAL EXPENDITURES		-	-	-	-	-	
ENDING FUND BALANCE		137,298	-	-	-	137,298	
Total Expenditures & Ending Fund Balance		137,298	-	-	-	137,298	

STORMWATER FUND 103

BEGINNING FUND BALANCE		435,258	-	-	-	435,258	
REVENUES							
103-343-900	SERVICE CHARGE - STORMWATER	467,639	-	-	-	467,639	
103-361-100	INTEREST	3,000	-	-	-	3,000	
TOTAL REVENUES		470,639	-	-	-	470,639	
Total Beginning Fund Balance & Revenues		905,897	-	-	-	905,897	
EXPENDITURES							
103-541-00-1200	REGULAR SALARIES & WAGES	212,000	-	-	-	212,000	
103-541-00-2100	FICA TAXES	16,218	-	-	-	16,218	
103-541-00-2200	RETIREMENT CONTRIBUTIONS	34,000	-	-	-	34,000	
103-541-00-2300	MEDICAL INSURANCE	40,000	-	-	-	40,000	
103-541-00-2310	DENTAL & VISION INSURANCE	1,400	-	-	-	1,400	
103-541-00-2320	LIFE INSURANCE	1,000	-	-	-	1,000	
103-541-00-2330	DISABILITY INSURANCE	900	-	-	-	900	
103-541-00-3100	PROFESSIONAL SERVICES	6,000	-	-	-	6,000	
103-541-00-3120	ENGINEERING SERVICES	94,500	-	-	-	94,500	
103-541-00-3430	NPDES	10,000	-	-	-	10,000	
103-541-00-3450	LAKE CONSERVATION	15,000	-	-	-	15,000	
103-541-00-4600	REPAIRS & MAINTENANCE	60,000	-	-	-	60,000	
103-541-00-6300	CIP - CAPITAL IMPROVEMENTS	300,000	-	-	-	300,000	
TOTAL EXPENDITURES		791,018	-	-	-	791,018	
ENDING FUND BALANCE		114,879	-	-	-	114,879	
Total Expenditures & Ending Fund Balance		905,897	-	-	-	905,897	

LAW ENFORCEMENT EDUCATION FUND 104

227

ATTACHMENT A
CITY OF BELLE ISLE
FY 2026/2027
BUDGET AMENDMENT #2627.02
RESOLUTION# 26-20

C.

Account Id	Account Description	ORIGINAL BUDGET 2026/2027	INTERNAL BUDGET TRANSFERS	PRIOR BUDGET AMENDMENTS	CURRENT BA RESOLUTION# 26-20	AMENDED BUDGET 2026/2027	REF#
BEGINNING FUND BALANCE		16,631	-	-		16,631	
REVENUES							
104-351-200	JUDGEMENTS & FINES	6,000	-	-	-	6,000	
104-361-100	INTEREST	100	-	-	-	100	
TOTAL REVENUES		6,100	-	-	-	6,100	
Total Beginning Fund Balance & Revenues		22,731	-	-	-	22,731	
EXPENDITURES							
104-521-00-5500	TRAINING	20,000	-	-	-	20,000	
TOTAL EXPENDITURES		20,000	-	-	-	20,000	
ENDING FUND BALANCE		2,731	-	-	-	2,731	
Total Expenditures & Ending Fund Balance		22,731	-	-	-	22,731	

PARKS IMPACT FEE FUND 105

BEGINNING FUND BALANCE		2,370	-	-		2,370	
REVENUES							
	NONE	-	-	-	-	-	
TOTAL REVENUES		-	-	-	-	-	
Total Beginning Fund Balance & Revenues		2,370	-	-	-	2,370	
EXPENDITURES							
	NONE	-	-	-	-	-	
TOTAL EXPENDITURES		-	-	-	-	-	
ENDING FUND BALANCE		2,370	-	-	-	2,370	
Total Expenditures & Ending Fund Balance		2,370	-	-	-	2,370	

GENERAL GOVERNMENT IMPACT FEE FUND 106

BEGINNING FUND BALANCE		3,101	-	-		3,101	
REVENUES							
	NONE	-	-	-	-	-	
TOTAL REVENUES		-	-	-	-	-	
Total Beginning Fund Balance & Revenues		3,101	-	-	-	3,101	
EXPENDITURES							
	NONE	-	-	-	-	-	
TOTAL EXPENDITURES		-	-	-	-	-	
ENDING FUND BALANCE		3,101	-	-	-	3,101	
Total Expenditures & Ending Fund Balance		3,101	-	-	-	3,101	

LAW ENFORCEMENT TRUST FUND 107

BEGINNING FUND BALANCE		-	-	20,500	-	20,500	R1
REVENUES							
107-358-200	CONTRABAND FORFEITURE PROCEEDS	-	-	-	-	-	
107-361-100	INTEREST - LAW ENFORCEMENT TRUST FUND	-	-	-	-	-	
TOTAL REVENUES		-	-	-	-	-	
Total Beginning Fund Balance & Revenues		-	-	20,500	-	20,500	
EXPENDITURES							
107-521-00-5250	NON-CAPITAL EQUIPMENT	-	-	15,353	-	15,353	R2
107-521-00-8200	CONTRIBUTIONS/DONATIONS-PRIVATE ORGS	-	-	5,147	-	5,147	R2
TOTAL EXPENDITURES		-	-	20,500	-	20,500	
ENDING FUND BALANCE		-	-	-	-	-	
Total Expenditures & Ending Fund Balance		-	-	20,500	-	20,500	

CAPITAL EQUIPMENT REPLACEMENT FUND 301

BEGINNING FUND BALANCE		15,652	-	-	-	15,652	
REVENUES							
301-361-100	INTEREST	100	-	-	-	100	
TOTAL REVENUES		100	-	-	-	100	
Total Beginning Fund Balance & Revenues		15,752	-	-	-	15,752	
EXPENDITURES							
	NONE	-	-	-	-	-	
TOTAL EXPENDITURES		-	-	-	-	-	
ENDING FUND BALANCE		15,752	-	-	-	15,752	
Total Expenditures & Ending Fund Balance		15,752	-	-	-	15,752	

228

ATTACHMENT A
CITY OF BELLE ISLE
FY 2026/2027
BUDGET AMENDMENT #2627.02
RESOLUTION# 26-20

C.

Account Id	Account Description	ORIGINAL BUDGET 2026/2027	INTERNAL BUDGET TRANSFERS	PRIOR BUDGET AMENDMENTS	CURRENT BA RESOLUTION# 26-20	AMENDED BUDGET 2026/2027	REF#
GRAND TOTALS - ALL FUNDS							
	BEGINNING FUND BALANCE	4,331,545	-	20,500	-	4,352,045	
	REVENUES	11,097,526	-	-	-	11,097,526	
	Total Beginning Fund Balance & Revenues	15,429,071	-	20,500	-	15,449,571	
	EXPENDITURES	12,636,468	-	20,500	66,075	12,723,043	
	ENDING FUND BALANCE	2,792,603	-	-	(66,075)	2,726,528	
	Total Expenditures & Ending Fund Balance	15,429,071	-	20,500	-	15,449,571	

REFERENCES:

R1 Establish beginning fund balance for Law Enforcement Trust Fund (107) pursuant to Resolution 26-19.

R2 Appropriation for approved Law Enforcement Trust Fund expenditures pursuant to Resolution 26-19.

R3 Appropriation of available General Fund balance for Waltham Avenue Resurfacing Project

**CITY OF BELLE ISLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: October 20, 2026

To: Honorable Mayor and City Council Members

From: Rick J. Rudometkin, City Manager

Subject: Middlesex Paving – Ratification of Resurfacing Projects, Procurement Waiver, and Invoice Approval

Background:

The City included funding for street resurfacing in the FY 2025/2026 adopted budget. Public Works obtained three vendor quotes for each of the McCoy Road and Fairlane Avenue projects and selected Middlesex Paving LLC. Work order authorizations dated July 9, 2026, were issued for \$91,300 for McCoy Road and \$68,875 for Fairlane Avenue, totaling \$160,175.

At the time, City staff understood the projects to be authorized because funding had been included in the adopted budget. However, Section 5.1 of the City's Purchasing Policy requires City Council approval for purchases exceeding \$60,000, regardless of budget inclusion. The projects were authorized and performed without that prior Council approval. Further, three vendor quotes were obtained rather than completing the formal solicitation procedures required under Section 4.4.

The Public Works Director has documented the circumstances and reported that the Public Works Director and City Manager inspected the completed work and found it consistent with the authorized proposals. Middlesex Paving has submitted invoices totaling \$133,951 for the completed projects and has confirmed that this amount represents the final billing for both projects.

Section 4.9 of the Purchasing Policy permits City Council, by majority vote, to waive formal procurement procedures when deemed in the City's best interest, to the extent not prohibited by general law. Because the projects have already been completed, the City is seeking Council consideration of ratification and an after-the-fact waiver, subject to confirmation by the City Attorney that the proposed actions are legally appropriate.

Staff Recommendation:

Staff recommends that City Council consider ratification of the previously issued work order authorizations for the McCoy Road and Fairlane Avenue resurfacing projects, waiver of the applicable formal procurement procedures, and approval of the final invoices totaling \$133,951, subject to City Attorney confirmation that the proposed corrective actions are legally permissible.

Suggested Motion:

I move to ratify the City's prior authorization of the McCoy Road and Fairlane Avenue resurfacing projects with Middlesex Paving LLC, originally authorized in the combined

amount of \$160,175; waive, to the extent legally permissible, the applicable formal procurement procedures pursuant to Section 4.9 of the City's Purchasing Policy; and approve payment of the final invoices totaling \$133,951, subject to City Attorney review and confirmation of the legally appropriate corrective action.

Alternatives: Decline or defer the requested action and direct staff to return with additional information or an alternative corrective action.

Fiscal Impact: Funding for street resurfacing was included in the FY 2025/2026 adopted budget. The two projects were originally authorized for a combined amount of \$160,175; however, the completed projects resulted in final invoices totaling \$133,951. Middlesex Paving has confirmed that no additional amounts will be billed for these projects. This agenda item addresses the required Council authorization, procurement compliance, and approval of payment.

Attachments:

1. Public Works Director procurement memorandum dated October 15, 2026
2. City Manager memorandum dated October 15, 2026
3. Middlesex Paving proposals, work order authorizations, and invoices
4. Competing vendor quotes and supporting procurement documentation

City of Belle Isle



1600 Nela Ave. Belle Isle, FL 32809
407.851.7730 | FAX: 407.240.2222

Date: 10-15-2026

Reference: Fairlane Avenue and McCoy Road Resurfacing Projects
Procurement Memorandum

To: Rick Rudometkin – City Manager

This memorandum clarifies the procurement process for the McCoy Road and Fairlane Avenue paving projects, awarded to Middlesex Paving for a total contracted amount of \$160,175.00 in which the work has been performed.

Both projects were authorized based on the understanding that inclusion in the adopted 25/26 budget constituted sufficient authorization to proceed. I acknowledge that we did not obtain Council approval and that we used vendor quotes (three in total) instead of the formal solicitation process.

The City Manager and the Public Works Director inspected all work for both projects, and all work was completed per the authorized proposal. The two invoices submitted for payment total \$133,951.00. I reviewed the invoices and confirm the billed amounts accurately reflect the work performed. No additional invoices are anticipated for either project.

Phil Price
Public Works Director

Signature

 10-15-2026

CC: Tracey Fitzgerald



City of Belle Isle

City Manager Memorandum
1600 Nela Avenue, Belle Isle, FL 32809
407.851.7730 | FAX: 407.240.2222
Email: rickr@belleislefl.gov

TO: Tracey Fitzgerald, Finance & Admin Svcs Director
FROM: Rick Rudometkin, City Manager
DATE: October 15, 2026
RE: Middlesex Paving Invoices

The City authorized Middlesex Paving LLC to perform paving improvements on McCoy Road and Fairlane Avenue, with a combined authorized amount of \$160,175. Although funding was included in the FY 25/26 adopted budget, the purchases were not submitted to City Council for approval as required by the City's Purchasing Policy. Additionally, the projects were procured using vendor quotes rather than the required formal solicitation procedures.

The work has been performed, and two invoices totaling \$133,951 have been submitted for payment. The City intends to present these expenditures to City Council on October 20, 2026 for consideration of ratification of the expenditures, waiver of formal procurement requirements to the extent legally permissible, and any other necessary corrective action.

Payment of the outstanding invoices will be addressed in accordance with guidance from the City Attorney regarding the City's legal authority to proceed, including whether payment may be issued prior to City Council consideration.

Rick Rudometkin
City Manager

Signature: 



INVOICE APPROVAL

VENDOR
Middlesex Paving LLC

FISCAL YEAR	2025/2026
DEPARTMENT	541 - Public Works
DEPT. ASSIGNED NO.	PW2526-001

INVOICE #	DESCRIPTION OF SERVICE OR PRODUCT	BUDGET LINE #	BUDGET LINE DESCRIPTION	LINE AMOUNT	INVOICE TOTAL
44324-01	Progress Billing for Fairlane Ave (CIP Project)	001-541-00-6320 ✓	CIP - RESURFACING & CURBING ✓	\$61,000.00	\$ 61,000.00

INVOICE(S) TOTAL \$ 61,000.00

APPROVAL	
PURCHASING METHOD USED: ☐ Informal Purchasing (purchases less than \$2,500) ☐ Quotes (purchases from \$2,500 to \$49,999) - Three (3) quotes attached (or written explanation if quotes not possible) ☐ Contract ☐ Piggyback ☐ Sole Source - Documentation, written justification, and City Manager or Council approval attached ☐ Emergency Purchase - City Manager approval attached ☒ Other ✓ <i>quotes attached</i>	
Department: <i>Phil [Signature]</i>	Date: <i>10-9-26</i>
City Manager: _____	Date: _____
<i>Finance Notes: 10/14/26: Does not have Council approval. - Formal solicitation procedures were not followed. (11)</i>	
This form must be attached to all invoices except for contracts, utilities, professional services, and other recurring disbursements. This form must be signed by the department head or their designee and the City Manager before payment will be processed. The original invoice(s) and all applicable back-up documentation must be attached. If utilizing a new vendor, attach a copy of the vendor's W-9 form unless already submitted to Finance.	

Progress Bill

From: Middlesex Paving LLC
1 Spectacle Pond Road
Littleton, MA 01460

Remit To: Middlesex Paving LLC
10801 Cosmonaut Boulevard
Orlando, FL 32824

Invoice: 44324-01

Date: 07/17/26

Application #: 1

To: City of Belle Isle

1600 Nela Avenue

Belle Isle, FL 32809

Customer Reference: PO 202679ppA

Invoice Due Date: 08/16/26

Payment Terms: Net 30 days

Contract: 44324. City of Belle Isle McCoy and Fairlane

Paving Performed 7/17

PO 202679ppA

Item	Description	Contract Quantity	U/M	Unit Price	Contract Amount	Quantity Previous	Quantity This Period	Quantity JTD	Amount Previous	Amount This Period	Amount JTD
10	Mobilization - McCoy	1,000	LS\$	2,500.00000	2,500.00	0.00	0.00	0.000	0.00	0.00	0.00
20	Maintenance of Traffic - McCoy	1,000	DAY	2,500.00000	2,500.00	0.00	0.00	0.000	0.00	0.00	0.00
30	Milling, 2" - McCoy	3,000.000	SY	6.00000	18,000.00	0.00	0.00	0.000	0.00	0.00	0.00
40	Asphalt Paving, 2" (1 Lift) SP-12.5 C 30% - McCoy	340.000	TN	175.00000	59,500.00	0.00	0.00	0.000	0.00	0.00	0.00
50	Stripe as Existing - McCoy	1,000	LS\$	8,800.00000	8,800.00	0.00	0.00	0.000	0.00	0.00	0.00
60	Mobilization - Fairlane	1,000	LS\$	2,500.00000	2,500.00	0.00	1,000	1,000	0.00	2,500.00	2,500.00
70	Maintenance of Traffic - Fairlane	2,000	DAY	2,500.00000	5,000.00	0.00	2,000	2,000	0.00	5,000.00	5,000.00
80	Milling, 1.5" - Fairlane	2,500.000	SY	6.00000	15,000.00	0.00	2,500.000	2,500.000	0.00	15,000.00	15,000.00
90	Asphalt Paving, 1.5" (1 Lift) SP 12.5 C 30% - Fairlane	225.000	TN	175.00000	39,375.00	0.00	180.000	180.000	0.00	31,500.00	31,500.00
100	Stripe as Existing - Fairlane	1,000	LS\$	7,000.00000	7,000.00	0.00	1,000	1,000	0.00	7,000.00	7,000.00
Total for Items					160,175.00				0.00	61,000.00	61,000.00

Total Billed To Date:

61,000.00

Less Retainage:

0.00

Less Previous Applications:

0.00

Total Due This Invoice:

61,000.00

APPROVED

RG 10-9-26

City of Belle Isle
Work Order Authorization Approval Form

VENDOR
Middlesex Paving, LLC
10801 Cosmonaut Blvd.
Orlando, Florida
407 206-0077

SOLD TO
City of Belle Isle Public Works
1600 Nela Avenue
Belle Isle, Florida 32809
Phil Price 689 500-3473

Project/Ship Location
Fairlane Avenue
Belle Isle, FL

Work Order Authorization	
Date	Authorization #
7-9-2026	202679ppA

ITEM/DESCRIPTION	Part/Order Number	Quantity	Rate	Amount
Mill and Pave Fairlane Avenue between Hansel Ave & Randolph Ave Per Proposal				
PV1300			\$68,875.00	\$68,875.00
		Tax Exempt/ No Tax		\$0.00
Tax Exempt # 85-8012618643C-6 Expires 6/30/2028		Total Amount of P.O.		\$68,875.00

Tax Exempt # 85-8012618643C-6 Expires 6/30/2028

Approved Phil Price - Public Works Director / COBI	
Approved City Manager / COBI Rick Rudometkin	

Additional Notes:

PROPOSAL



Middlesex Paving, LLC

10801 Cosmonaut Blvd.

Orlando, FL

Phone: (407) 206-0077

Submitted To: CITY OF BELLE ISLE
1600 Nela Avenue
Belle Isle, FL 32809

Job Name: CITY OF BELLE ISLE - FAIRLANE
Proposal No.: PV1300

Middlesex Contact: Sage Attwood

Attention: City Manager

Includes up to 1 Paving Mobilization(s).
Based on Completion by Dec, 2026.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Paving schedule is subject to availability and allocation of incoming aggregate deliveries for asphalt production schedule.				
Fairlane Ave	MOBILIZATION	1.00	LS	2,500.00	2,500.00
Fairlane Ave	MAINTENANCE OF TRAFFIC	2.00	DAY	2,500.00	5,000.00
Fairlane Ave	MILLING, 1.5"	2,500.00	SY	6.00	15,000.00
Fairlane Ave	ASPHALT PAVING, 1.5" (1 LIFT) SP-12.5 C 30%	225.00	TN	175.00	39,375.00
Fairlane Ave	STRIPE AS EXISTING	1.00	LS	7,000.00	7,000.00
	Fairlane Ave.				68,875.00

GRAND TOTAL

\$68,875.00

NOTES:

ACCEPTANCE OF PROPOSAL:

This proposal and pricing is accepted by the following signature with agreement to all notes and clarifications as stated herein.

Company Name: _____

Accepted By: _____ Date of Acceptance: _____
Authorized Representative's Signature

Printed Name: _____

MOBILIZATIONS

* If additional paving mobilizations are required exceeding those noted above then an added for each extra Mobilization.

* The Milling item(s) of work is based on all being performed at the same time in a single mobilization. If multiple mobilizations are required then an additional \$5,500 will be charged for each extra.

GENERAL NOTES

* THIS IS A UNIT PRICE PROPOSAL

Back-Us
Quotes

- * If work is not completed prior to completion date of contract, Middlesex will review any cost impacts and has the right to revise the unit costs for remaining work.
- * This Proposal is based on quantities supplied by the contractor and unit costs will apply to any overrun.
- * Thicknesses quoted are "Nominal" thicknesses per FDOT specifications.
- * Price is based on yield of 110 lbs/sy (per inch thickness). If this maximum is exceeded due to base or jobsite conditions, then any additional asphalt used will be charged as an overrun/extra work.
- * This Proposal does not include Payment and Performance Bond; if required add 1.5% to the contract price. Min. Cost is \$500.
- * Work is to be done during normal business hours Mon.-Fri. (7AM-6PM) or Sun. night thru Thurs. night (per lane closure restrictions).
- * This proposal is based on all work being performed with a single paving crew, if additional crews are required to accommodate the Contractor's schedule then this will need to be agreed prior and any additional costs agreed.
- * Prior to placement of any friction course traffic shall be in final configuration.
- * This proposal does not include any Engineering evaluation of bridges within or adjacent to the project work area with consideration to "walking" the milling and paving equipment across. If such Engineering evaluation is required for access across any bridges then that responsibility will be borne by the General Contractor.
- * Please note that Middlesex typically shuts down the asphalt plant and paving operations for the week of Christmas/New Year's and for the week of July 4th. This consideration shall be included in the project schedule.
- * Middlesex must have at least 3 weeks advance notice in order to better assure timely scheduling of the work required for each mobilization/phase of paving.
- * Once scheduled for work, any cancellation must be made prior to 48 hrs before scheduled mobilization; otherwise, a mobilization may be charged against the project and any subsequent re-scheduling will be subject to consideration of the above noted 3 weeks advance notice requirement.
- * If this project includes the placement of FC-5 Friction then be aware that Middlesex Paving follows the FDOT Specification for 65 degree temperature threshold and we must have a forecast with consistent temperatures meeting this threshold for the entire work allowance...no partial shifts. Typically, night-time placement of FC-5 Friction is not available (due to temperatures) from mid-November through March.
- * The Contract item(s) for milling includes the trucking, cleanup and disposal of milled material. All milled asphalt becomes property of Middlesex. Milling shall be accessible by main line milling machine and Middlesex will not be responsible for areas that can't be accessed. Day-rate Milling is for milling machine only (no trucking, no clean-up).
- * Miscellaneous asphalt is for placement of asphalt only. Grading and compacting the subgrade and application of an appropriate herbicide (per FDOT specifications) is the responsibility of the GC. The Misc. Asphalt item is based on the guardrail being installed after the placement of the asphalt and this does not include any patching by Middlesex.
- * Location, adjustment, protection and relocation of utilities is not the responsibility of Middlesex.
- * Price based on placing asphalt on a firm and unyielding base/subgrade (prepared by others) meeting plan template and capable of supporting conventional asphalt paving equipment and tri-axle dump trucks.
- * Middlesex will not be responsible for tack on adjacent roadways due to normal paving operations.
- * Contractor to provide sufficient number of staging areas for Middlesex to park equipment close to each day's paving location and to allow for truck clean-out prior to leaving the project site.
- * When accessing the paving areas, Middlesex will not be responsible for any miscellaneous concrete damaged by paving equipment or trucks. This includes curb and gutter, concrete pavement or brick pavers that are existing or constructed prior to paving operations.
- * The GC is to provide a clean water source within reasonable access of the project for Middlesex's use to maintain operation of the rollers, broom, milling machine, and any other equipment, as needed.
- * Due to existing conditions, Middlesex can not be responsible for 100% drainage of surface water following resurfacing.
- * Middlesex will not be responsible for any puddling on areas where the grades are a 1.5% or less slope on plans or in the field conditions. Middlesex will not be responsible to notify customers of any conditions that exist that may present this problem.
- * All of the above prices are based on the use of RAP (Recycled Asphalt) in the production of the hot-mix asphalt, per current FDOT Standards. Friction Courses are quoted per the current FDOT specifications, which allows the use of RAP in production.
- * All of the above prices are based on the use of standard AC (liquid asphalt) binder in the production of the hot-mix asphalt, per FDOT Standards.
- * Prices quoted are based on current prices on liquid asphalt, aggregates, and diesel fuel. Such prices are not guaranteed by the suppliers and are subject to sudden adjustment during the term of the contract. If the costs of these materials increases, Middlesex has the right to adjust the unit costs accordingly.
- * This proposal is furnished as a complete scope of work as defined above and shall be contracted to Middlesex in its entirety. Individual line items cannot be removed unless specific changes are approved by Middlesex.
- * This Estimate/Proposal is contingent upon acceptance or issuance of an agreeable Subcontract which shall include the provisions of this Estimate/Proposal. This Estimate/Proposal will supercede any other provisions of the Subcontract. Prior to any work being performed by Middlesex on the project this Estimate/Proposal must be accepted or a Subcontract must be

executed.

- * Payment Terms shall be the 30 days from date of Middlesex invoice, unless agreed to otherwise.
- * If a Subcontract or other agreement is not executed within 30 days then this proposal is subject to be reviewed for adjustment.
- * All prep for paving by others, other than stated herein. All access, traffic, and safety control by others. This includes lane closure provided on highways to allow trucks to enter/exit the work zone, even if the work zone is out of and away from active traffic; if the trucks are entering/exiting directly to or from active traffic then a lane closure is to be provided.
- * This proposal includes standard testing performed by Middlesex's certified Quality Control lab and technicians.
- * Middlesex does not include any provision for asphalt (installation or removal) that may be required to maintain traffic (i.e. temporary wedges). If this is required, such work will be considered extra and will need to be priced separately.
- * Prices do not include engineering or layout.
- * All staking, layout and establishment of grades to be done by others and clearly indicated before paving (every 100' in tangents and 25'in radius). We will accept no responsibility for improper engineering and/or areas where no grades were indicated before commencement of work.
- * Sawcutting of existing pavement is not included and is the responsibility of the site contractor.
- * Middlesex is not responsible for the clean up and/or disposal of sweepings generated from sweeping the base, prime and sand, or intermediate asphalt lifts. Such sweepings will be broomed out of the way of paving and cleaned up by others.
- * This proposal specifically excludes RailRoad Insurance and any special requirements for working in or around RR right-of-way.



COPY



DATE: 5/26/2026

TO: City of Belle Isle
Public Works

FROM: Asphalt Paving Systems, Inc.
Kris Shane - East Coast Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-480-1865

RE: Project proposal
Fairlane Ave- Mill/Resurface

Product	Description	Units	Quantity	Unit Price	Total Price
	City of Sebastian Contract				
	Milling of Existing Asphalt (main road)	SY	1,484.00	\$ 7.50	\$ 11,130.00
	Milling of Existing Asphalt (Parking areas/setbacks)	SY	438.00	\$ 15.50	\$ 6,789.00
	SP 9.5 Asphaltic Concrete- 1.25" Overlay	TN	132.00	\$ 248.00	\$ 32,736.00
	SP 9.5 Asphaltic Concrete- (leveling)	TN	30.00	\$ 248.00	\$ 7,440.00
	Solid- Yellow- 6"	GM	0.100	\$ 10,690.00	\$ 1,069.00
	Solid- White- 6"	GM	0.020	\$ 10,690.00	\$ 213.80
	Solid- Yellow- 12"	LF	360.000	\$ 19.15	\$ 6,894.00
	Solid- White- 18"	LF	350.000	\$ 30.40	\$ 10,640.00
	Lane Message	EA	10.000	\$ 475.00	\$ 4,750.00
	Through Lane Use Arrow	EA	6.000	\$ 170.00	\$ 1,020.00
	Includes Temp Paint and Thermo				
	Mobilization	LS	0.50	\$ 8,500.00	\$ 4,250.00
	Can shut road down no MOT required				
	Shared Mobilization if completed at the same time				
	Reinstall asphalt ramp at crosswalk				
	Level low areas- to help improve drainage				
	APS cannot guarantee no ponding issues				
				Total	\$ 86,931.80

Respectfully Submitted,
Kris Shane
Asphalt Paving Systems, Inc
Zephyrhills, Florida
c: 813-480-1865
e: k.shaneaps@gmail.com

Accepted By _____

Signature _____

Date _____

* Proposal valid for 30 days

Quote # 3

QUOTE

City of Belle Isle Public Works

COPY



PROPOSAL

LPV-26-12204-1

JOB NAME AND ADDRESS

Fairlane Ave
Fairlane AvenueFairlane Ave
Pine Castle, FL 32809

PREPARED FOR

City of Belle Isle
4078517730
pprice@belleislefl.gov
1600 Nela Ave
Belle Isle, FL 32809

CONTACT

Phil Price
689-500-3473
pprice@belleislefl.gov

FAIRLANE AVE

MILL AND PAVE 2" PROPOSAL

06/25/2026**ADDRESS**

493 N WHITE CEDAR RD
SANFORD, FL
32771

TELEPHONE

407-359-1172 Office

SALESPERSON

COREY PHILLIPS

EMAIL

CPHILLIPS@LANDMARKPAVING.COM



PROPOSAL

Dear Phil Price,

Thank you for the opportunity to provide you with a proposal. Landmark Paving specializes in Paving, Parking Lot Maintenance & Repair, Pavement Marking, Signage, Sealcoating, and Concrete Services providing excellent service to all our clients. .

Per your request, we propose to supply the following to complete the indicated job: Labor, Materials, Equipment

Exclusions: Testing, Towing, Permits, As-built drawings, 3rd Party Inspections, Stake Out, Removal, Locating, Or Relocation Of Utilities, Any Other Items As Listed On The Terms And Conditions Page.

Please review the proposal and feel free to call with any questions. Pricing only guaranteed for 30 days to accept and job completed within 60 days of prooosa With acceptance of this proposal, we will be sending a **NOTICE TO OWNER** prior to commencing any work.

PROPOSAL

ASPHALT MILL & PAVE 1,911SY @ 2" SP12.5 40%

Mill and Pave **1,911** Square Yards, to a depth of **2.00** inches.

- This work is performed by profile milling proposed area and removing asphalt from the site.
- The vertical edges of the open patch will be tack coated using CRS2 emulsion.
- New asphalt will then be placed by a self-propelled paving machine at the above depth and rolled and compacted to a uniform consistency (multiple lifts may be required). The finished elevation of the new asphalt will match the adjacent pavement surface.
- All new asphalt material will be Department of Transportation approved.
- If unsuitable materials are encountered (paving fabric, contaminated material, etc) and deemed by Contractor or Supplier unacceptable to be delivered to the original desired location, the material will be taken to a dump site at an additional charge of \$350/per truckload plus dump fees.
- Purchaser agrees to pay all cost associated with asphalt milling disposal.
- We will not be responsible for ponding water or poor drainage in areas where the grade is less than 2%.
- Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.

Price: \$73,313.00



INVOICE APPROVAL

VENDOR

Middlesex Paving LLC

FISCAL YEAR

2025/2026

DEPARTMENT

541 - Public Works

DEPT. ASSIGNED NO.

PW2526-001

INVOICE #	DESCRIPTION OF SERVICE OR PRODUCT	BUDGET LINE #	BUDGET LINE DESCRIPTION	LINE AMOUNT	INVOICE TOTAL
44324-02F	Progress Billing for McCoy Road	001-541-00-6320 ✓	CIP - RESURFACING & CURBING	\$72,591.00	
					\$ 72,591.00

INVOICE(S) TOTAL

\$ 72,591.00

APPROVAL

PURCHASING METHOD USED:

- ☐ Informal Purchasing (purchases less than \$2,500)
- ☐ Quotes (purchases from \$2,500 to \$49,999) - Three (3) quotes attached (or written explanation if quotes not possible)
- ☐ Contract
- ☐ Piggyback
- ☐ Sole Source - Documentation, written justification, and City Manager or Council approval attached
- ☐ Emergency Purchase - City Manager approval attached
- ☒ Other **Quotes Attached ✓**

Department : Public Works Date: 10-9-26

City Manager: _____ Date: _____

Finance notes:
10/14/26: Does not have Council approval.
- Formal solicitation procedures were not followed.
(TH)

This form must be attached to all invoices except for contracts, utilities, professional services, and other recurring disbursements. This form must be signed by the department head or their designee and the City Manager before payment will be processed. The original invoice(s) and all applicable back-up documentation must be attached. If utilizing a new vendor, attach a copy of the vendor's W-9 form unless already submitted to Finance.

Progress Bill

From: Middlesex Paving LLC
1 Spectacle Pond Road
Littleton, MA 01460

Remit To: Middlesex Paving LLC
10801 Cosmonaut Boulevard
Orlando, FL 32824

Invoice: 44324-02F

Date: 08/23/26

Application #: 2

To: City of Belle Isle
1600 Nela Avenue
Belle Isle, FL 32809

Customer Reference: PO 202679ppB 202679ppA
Invoice Due Date: 09/22/26
Payment Terms: Net 30 days

Contract: 44324. City of Belle Isle McCoy and Fairlane

Paving Performed 8/23 ***

PO 202679ppB 202679ppA

Item	Description	Contract Quantity	U/M	Unit Price	Contract Amount	Quantity Previous	Quantity This Period	Quantity JTD	Amount Previous	Amount This Period	Amount JTD
10	Mobilization - McCoy	1,000	LS\$	2,500.00000	2,500.00	0.00	1,000	1,000	0.00	2,500.00	2,500.00
20	Maintenance of Traffic - McCoy	1,000	DAY	2,500.00000	2,500.00	0.00	1,000	1,000	0.00	2,500.00	2,500.00
30	Milling, 2" - McCoy	3,000,000	SY	6.00000	18,000.00	0.00	2,900,000	2,900,000	0.00	17,400.00	17,400.00
40	Asphalt Paving, 2" (1 Lift) SP-12.5 C 30% - McCoy	340,000	TN	175.00000	59,500.00	0.00	276,520	276,520	0.00	48,391.00	48,391.00
50	Stripe as Existing - McCoy	1,000	LS\$	8,800.00000	8,800.00	0.00	1,000	1,000	0.00	8,800.00	8,800.00
60	Mobilization - Fairlane	1,000	LS\$	2,500.00000	2,500.00	1.00	0.000	1,000	2,500.00	0.00	2,500.00
70	Maintenance of Traffic - Fairlane	2,000	DAY	2,500.00000	5,000.00	2.00	0.000	2,000	5,000.00	0.00	5,000.00
80	Milling, 1.5" - Fairlane	2,500,000	SY	6.00000	15,000.00	2,500.00	0.000	2,500,000	15,000.00	0.00	15,000.00
90	Asphalt Paving, 1.5" (1 Lift) SP 12.5 C 30% - Fairlane	225,000	TN	175.00000	39,375.00	180.00	0.000	180,000	31,500.00	0.00	31,500.00
100	Stripe as Existing - Fairlane	1,000	LS\$	7,000.00000	7,000.00	1.00	-1,000	0.000	7,000.00	-7,000.00	0.00
Total for Items					160,175.00				61,000.00	72,591.00	133,591.00

Total Billed To Date: 133,591.00
Less Retainage: 0.00
Less Previous Applications: 61,000.00
Total Due This Invoice: 72,591.00

APPROVED

10-9-26

Quote # 1

d.

7/6/2026 1:17:13PM

PROPOSAL



Middlesex Paving, LLC

10801 Cosmonaut Blvd.

Orlando, FL

Phone: (407) 206-0077

QUOTE
 City of Belle Isle Public Works

Submitted To: CITY OF BELLE ISLE
 1600 Nela Avenue
 Belle Isle, FL 32809

Job Name: CITY OF BELLE ISLE - MCCOY
Proposal No.: PV1300

Middlesex Contact: Sage Attwood

Attention: City Manager

Includes up to 1 Paving Mobilization(s).
 Based on Completion by Dec, 2026.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Paving schedule is subject to availability and allocation of incoming aggregate deliveries for asphalt production schedule.				
Mccoy - 1 Lane	MOBILIZATION	1.00	LS	2,500.00	2,500.00
Mccoy - 1 Lane	MAINTENANCE OF TRAFFIC	1.00	DAY	2,500.00	2,500.00
Mccoy - 1 Lane	MILLING, 2"	3,000.00	SY	6.00	18,000.00
Mccoy - 1 Lane	ASPHALT PAVING, 2" (1 LIFT) SP-12.5 C 30%	340.00	TN	175.00	59,500.00
Mccoy - 1 Lane	STRIPE AS EXISTING	1.00	LS	8,800.00	8,800.00
	Mccoy Rd. - 1 Lane				91,300.00

GRAND TOTAL

\$91,300.00NOTES:

ACCEPTANCE OF PROPOSAL:

This proposal and pricing is accepted by the following signature with agreement to all notes and clarifications as stated herein.

Company Name: _____

Accepted By: _____ Date of Acceptance: _____

Authorized Representative's Signature

Printed Name: _____

MOBILIZATIONS

* If additional paving mobilizations are required exceeding those noted above then an added charge of \$4,500 will be required for each extra Mobilization.

* The Milling item(s) of work is based on all being performed at the same time in a single mobilization. If additional milling mobilizations are required then an additional \$5,500 will be charged for each extra.

GENERAL NOTES

* THIS IS A UNIT PRICE PROPOSAL

- * If work is not completed prior to completion date of contract, Middlesex will review any cost impacts and has the right to revise the unit costs for remaining work.
- * This Proposal is based on quantities supplied by the contractor and unit costs will apply to any overrun.
- * Thicknesses quoted are "Nominal" thicknesses per FDOT specifications.
- * Price is based on yield of 110 lbs/sy (per inch thickness). If this maximum is exceeded due to base or jobsite conditions, then any additional asphalt used will be charged as an overrun/extra work.
- * This Proposal does not include Payment and Performance Bond; if required add 1.5% to the contract price. Min. Cost is \$500.
- * Work is to be done during normal business hours Mon.-Fri. (7AM-6PM) or Sun. night thru Thurs. night (per lane closure restrictions).
- * This proposal is based on all work being performed with a single paving crew, if additional crews are required to accommodate the Contractor's schedule then this will need to be agreed prior and any additional costs agreed.
- * Prior to placement of any friction course traffic shall be in final configuration.
- * This proposal does not include any Engineering evaluation of bridges within or adjacent to the project work area with consideration to "walking" the milling and paving equipment across. If such Engineering evaluation is required for access across any bridges then that responsibility will be borne by the General Contractor.
- * Please note that Middlesex typically shuts down the asphalt plant and paving operations for the week of Christmas/New Year's and for the week of July 4th. This consideration shall be included in the project schedule.
- * Middlesex must have at least 3 weeks advance notice in order to better assure timely scheduling of the work required for each mobilization/phase of paving.
- * Once scheduled for work, any cancellation must be made prior to 48 hrs before scheduled mobilization; otherwise, a mobilization may be charged against the project and any subsequent re-scheduling will be subject to consideration of the above noted 3 weeks advance notice requirement.
- * If this project includes the placement of FC-5 Friction then be aware that Middlesex Paving follows the FDOT Specification for 65 degree temperature threshold and we must have a forecast with consistent temperatures meeting this threshold for the entire work allowance...no partial shifts. Typically, night-time placement of FC-5 Friction is not available (due to temperatures) from mid-November through March.
- * The Contract item(s) for milling includes the trucking, cleanup and disposal of milled material. All milled asphalt becomes property of Middlesex. Milling shall be accessible by main line milling machine and Middlesex will not be responsible for areas that can't be accessed. Day-rate Milling is for milling machine only (no trucking, no clean-up).
- * Miscellaneous asphalt is for placement of asphalt only. Grading and compacting the subgrade and application of an appropriate herbicide (per FDOT specifications) is the responsibility of the GC. The Misc. Asphalt item is based on the guardrail being installed after the placement of the asphalt and this does not include any patching by Middlesex.
- * Location, adjustment, protection and relocation of utilities is not the responsibility of Middlesex.
- * Price based on placing asphalt on a firm and unyielding base/subgrade (prepared by others) meeting plan template and capable of supporting conventional asphalt paving equipment and tri-axle dump trucks.
- * Middlesex will not be responsible for tack on adjacent roadways due to normal paving operations.
- * Contractor to provide sufficient number of staging areas for Middlesex to park equipment close to each day's paving location and to allow for truck clean-out prior to leaving the project site.
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- * All of the above prices are based on the use of standard AC (liquid asphalt) binder in the production of the hot-mix asphalt, per FDOT Standards.
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executed.

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- * This proposal includes standard testing performed by Middlesex's certified Quality Control lab and technicians.
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- * Prices do not include engineering or layout.
- * All staking, layout and establishment of grades to be done by others and clearly indicated before paving (every 100' in tangents and 25' in radius). We will accept no responsibility for improper engineering and/or areas where no grades were indicated before commencement of work.
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- * Middlesex is not responsible for the clean up and/or disposal of sweepings generated from sweeping the base, prime and sand, or intermediate asphalt lifts. Such sweepings will be broomed out of the way of paving and cleaned up by others.
- * This proposal specifically excludes RailRoad Insurance and any special requirements for working in or around RR right-of-way.

Sebastian FY 25/26 Project Street list

[illegible]

Asphalt Paving Systems, Inc.
Kris Shane, South Florida Rep.
Zephyrhills, FL 33540
Ph 811-480-1865

Quote # 3

QUOTE

City of Belle Isle Public Works



PROPOSAL

LPV-26-12207-1

JOB NAME AND ADDRESS

McCoy Rd
McCoy Road
Belle Isle, FL

PREPARED FOR

City of Belle Isle
4078517730
pprice@belleislefl.gov
1600 Nela Ave
Belle Isle, FL 32809

CONTACT

Phil Price
689-500-3473
pprice@belleislefl.gov

MCCOY RD

MILL AND PAVE 1.5"

PROPOSAL

06/25/2026

ADDRESS

493 N WHITE CEDAR RD
SANFORD, FL
32771

TELEPHONE

407-359-1172 Office

SALESPERSON

COREY PHILLIPS

EMAIL

CPHILLIPS@LANDMARKPAVING.COM



PROPOSAL

Dear Phil Price,

Thank you for the opportunity to provide you with a proposal. Landmark Paving specializes in Paving, Parking Lot Maintenance & Repair, Pavement Marking, Signage, Sealcoating, and Concrete Services providing excellent service to all our clients. .

Per your request, we propose to supply the following to complete the indicated job: Labor, Materials, Equipment

Exclusions: Testing, Towing, Permits, As-built drawings, 3rd Party Inspections, Stake Out, Removal, Locating, Or Relocation Of Utilities, Any Other Items As Listed On The Terms And Conditions Page.

Please review the proposal and feel free to call with any questions. Pricing only guaranteed for 30 days to accept and job completed within 60 days of proposa With acceptance of this proposal, we will be sending a **NOTICE TO OWNER** prior to commencing any work.



PROPOSAL

ASPHALT MILL & PAVE 2,622SY @ 1.5" FC 12.5 20% (NIGHT WORK)

Mill and Pave 2,622 Square Yards, to a depth of 1.50 inches.

- This work is performed by profile milling proposed area and removing asphalt from the site.
- The vertical edges of the open patch will be tack coated using CRS2 emulsion.
- New asphalt will then be placed by a self-propelled paving machine at the above depth and rolled and compacted to a uniform consistency (multiple lifts may be required). The finished elevation of the new asphalt will match the adjacent pavement surface.
- All new asphalt material will be Department of Transportation approved.
- If unsuitable materials are encountered (paving fabric, contaminated material, etc) and deemed by Contractor or Supplier unacceptable to be delivered to the original desired location, the material will be taken to a dump site at an additional charge of \$350/per truckload plus dump fees.
- Purchaser agrees to pay all cost associated with asphalt milling disposal.
- We will not be responsible for ponding water or poor drainage in areas where the grade is less than 2%.
- Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.

Price: \$81,193.00



TEMPORARY PAINTED PAVEMENT MARKINGS

This Proposal will consist of the following:

101	710-11-122-Painted Pavement Markings Standard White 8" Solid (Lf)
90	710-11-124-Painted Pavement Markings Standard White 18" Solid (Lf)
75	710-11-121-painted Pavement Marking, Standard white 6"
1,739	710-11-220-Painted Pavement marking Standard, Solid Yellow 4"

- *This work will be completed as coordinated with Purchaser.*
- *If plan date varies from proposal date of plan additional charges may be added.*
- *Purchaser is required to provide Contractor with a detailed, updated drawing designating exact layout of area to be striped prior to performing work.*
- *Landmark Paving will not be held responsible for slip and fall claims once paint has dried.*
- *Contractor is not responsible for obtaining current ADA, Federal, State, & Local Parking Lot Stripe Codes and or re-designing existing striping layout.*
- *Purchaser agrees to pay Contractor a minimum of \$1,500 for each additional mobilization required for striping not listed above or phasing not shown in the plans.*
- *Re-striping of existing lots is per customer spec.*
- *Customer to have vehicles and material removed from work area, parking lot lights left on, and irrigation shut of.*
- *All work to be completed in 1 mobilization. Additional mobilizations will be charged \$1,500.00 per event*
- *All existing light pole bases and bollards that require painting shall have surfaces prepared by customer (pressure washed, sand blasted, ect.) prior to our arrival onsite*

Price: \$2,423.00



THERMOPLASTIC ROAD MARKINGS

This proposal will consist of the following:

75	711-11-121-6" Solid Traffic Stripe, Thermoplastic (White)
90	711-11-124-18" Solid Traffic Stripe, Thermoplastic (White)
24	711-11-125-Thermoplastic (STD) (WH) (Solid) (24")
100	711-11-123-Thermoplastic (STD) (WH) (Solid) (12")
1,929	711-11-221-Thermoplastic(STD)Yellow, Solid 6"
390	711-11-141-6" Skip Traffic Stripe, Thermoplastic (Yellow)

- This work will be completed as coordinated with Purchaser.
- If plan date varies from proposal date of plan additional charges may be added.
- Purchaser is required to provide Contractor with a detailed, updated drawing designating exact layout of area to be striped prior to performing work.
- Landmark Paving will not be held responsible for slip and fall claims once thermoplastic has set up.
- Contractor is not responsible for obtaining current ADA, Federal, State, & Local Parking Lot Stripe Codes and or re-designing existing striping layout.
- Purchaser required to provide a detailed striping layout.
- Purchaser agrees to pay Contractor a minimum of \$500 for each additional mobilization required for striping not listed above.
- Re-striping of existing lots is per customer spec.
- Customer to have vehicles and material removed from work area, parking lot lights left on, and irrigation shut of.
- Additional mobilizations may result in additional charges

Price: \$4,561.00

TOTAL PRICE OF THIS PROPOSAL AS PRESENTED:

\$88,177.00



AGREEMENT

The Unit Rates applicable to the categories of work to be performed pursuant to this Agreement are based on the material costs and published indexes as of This proposal date. Pricing shall be guaranteed for 30 days from this proposal date, after that pricing subject to change based on market fluctuations. Purchaser acknowledges that if the above-listed items increase by the date all work under the contract is completed, the Unit Rates applicable to the categories of work to be performed under the Proposal shall be adjusted. The adjusted Unit Rates shall be committed and paid by purchaser as though a written change order were approved and signed by both parties.

Landmark Paving, LLC proposes to furnish material and labor to perform the work outlined herein for the sum of:

\$88,177.00, Eighty Eight Thousand One Hundred Seventy Seven Dollars and Zero Cents

Payment Terms Net 30 Days

This proposal is valid for thirty (30) days from the date written above. The proposal is subject to the terms and conditions enclosed, attached and/or on the backside of the proposal.

This proposal contains confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this proposal is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone to arrange for return of the original documents to us.

Sincerely,

Corey Phillips, Sales Rep
cphillips@landmarkpaving.com
Office: 407-359-1172

Accepted: The above proposed terms and conditions, including price and payment terms are satisfactory and hereby accepted. **Landmark Paving, LLC** is hereby authorized to proceed with the work specified.

Purchaser: _____ Title: _____

Printed Name: _____ Date: _____

**IMG_0481**

Current Conditions

**IMG_0480**

Current Conditions

**IMG_0471**

Current Conditions

**IMG_0479**

Current Conditions



IMG_1189



milling
Example of our milling



preview_0f33c1e2-d473-46c4-89a3-d1daf6d69894

Example of our finished thermo



preview_1de0c588-9ddc-48d5-afe3-6ec135e02292

Example of our paving



preview_b1101714-bf2d-46e3-b198-f4ba95e9bd4c

Example of our finished paving



TERMS & CONDITIONS

• These Terms and Conditions are by and between Landmark Paving, a Pave America Company (hereinafter the "Contractor"), and the front-side "Purchaser", (hereinafter the "Purchaser").

- Any unpaid invoice aged past 60 days will result immediately in the property having a lien filed against it.
- Landmark Paving is not a General Contractor and as such they will have no contractual relationship with the owner, nor will Landmark Paving be aware of the owner nor lenders credit worthiness; therefore, Landmark Paving will not accept a paid when paid/if paid clause in any contract regardless of purchasers contract being signed.
- If contract is cancelled by Purchaser prior to commencement of work, Purchaser will pay Contractor twenty percent (20%) of total contract price.
- Unit prices, if specified, shall apply to all extra work performed beyond the original scope, if such work can be performed at the same time Contractor is working at the site on original items of work. Contractor reserves the right to renegotiate the terms and conditions, including price if it must move any equipment back to the site to perform additional work. Contractor will be under no obligation to perform any extra work.
- Each phase of work will be billed upon completion of that phase. Purchaser agrees to pay all invoices within 15 days of the invoice date. All amounts unpaid by the due date shall bear interest at the rate of 1.5% per month until paid. If full payment (including aforementioned late charges) has not been received by Contractor within 45 days of substantial completion, all of Purchasers warranty rights hereunder will be forfeited and automatically become void and Contractor shall be excused from further performance of work under this proposal, or any other contract with Purchaser and all amounts then due and owing, including retainage, shall become immediately payable.
- The pricing contained herein is based on all work being completed within 30 days of the date of this proposal unless otherwise agreed in writing. The terms for doing any work after this date may, at Contractor's option, be renegotiated between Contractor and Purchaser. To the extent Contractor has performed any work within 30 days of the date of this proposal, Contractor shall be compensated for all such work under the terms and conditions and including price as set forth in this proposal, including retainage, together with any costs incurred as a result of Purchaser's delay in completion of the work. Purchaser agrees to compensate Contractor for ALL reasonable costs (and associated overhead and profit) for delays incurred completing the work.
- Purchaser shall not prematurely subject the work to any type of traffic or in a manner which may damage the work. Contractor is not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished surface.
- Although contractor will endeavor to cooperate fully with the progress of the work, it reserves the right to delay the start of work until the entire area of the job is ready. Unless otherwise noted, the total price is based on one move-in and complete access to work areas at the time of move-in. Purchaser agrees to pay Contractor \$500.00 for each additional move-in. The removal of vehicles from the work site is the sole responsibility of the Purchaser. Damage to vehicles left on the work site is the responsibility of the Purchaser. Contractor is not responsible for crackfill that adheres to tires. Contractor is not responsible for overspray on vehicles, curb and gutter, and all structures within 50 feet of the edge of the work zone.
- Contractor shall not be bound to any construction schedules unless agreed to in writing by Contractor. If no schedule is established, Contractor will undertake the work in the course of its normal operating schedule.
- Purchaser to ensure all existing surfaces shall be in a condition suitable to receive any work to be performed by Contractor. Purchaser shall provide potable water and electrical source at no expense to Contractor. Contractor is not responsible for tire marks on asphalt and or concrete. Contractor is not responsible for damage to landscaping and sidewalks due to required access by trucks and or equipment. Contractor is not responsible for damage to existing asphalt pavements. Contractor is not responsible for damage to surrounding concrete due to vibration of jackhammers and equipment. Contractor not to be held liable for any claims of slip and falls under any circumstance, all liability lies solely with the purchaser.
- To the extent that the work is dependent upon work of other contractors or subcontractors, Contractor shall not assume responsibility for any defect, deficiency, or non-compliance in such other work.
- Purchaser is responsible for getting all "private" (non-public) utilities, including wells and septic system elements, underground sprinklers systems, electrical wiring, etc marked by an independent utility locator prior to the commencement of work. All specifications and the work estimate are conditioned on all private utilities not being disturbed or changed by modifications needed to accommodate private utilities not disclosed to Contractor previously. Any damage caused to private lines during construction is the sole responsibility of Purchaser. Purchaser is responsible for all damage to existing structures and facilities, including underground facilities, caused by equipment necessary to carry out the work.
- Contractor will not be responsible for construction or material failures or delays in construction caused by any factor beyond its control, including, but not limited to, delays or failures caused by weather, acts of God, delays in transportation, acts of suppliers and subcontractors, acts of the Purchaser, Owner or its separate contractors, fuel or raw material shortages, plant failures, or any other cause beyond its control.
- Unless stated in writing on this proposal, all engineering and testing, excavation, utilities, adjustment of underground facilities, landscaping, permits, bonds, government approvals, damage to existing asphalt and concrete and landscaping shall be Purchaser's sole responsibility. Purchaser agrees to indemnify, protect, and hold Contractor harmless from any and all damages, expenses and attorneys fees suffered or incurred on account of Purchaser's breach of any obligation or covenant of this proposal.
- Unless stated in writing on this proposal, there shall be no warranties, express or implied, in connection with any material or service furnished under this proposal. All consequential damages are excluded.
- In the event that Contractor retains an attorney to recover any amount due under this agreement, the Purchaser agrees to pay all attorney fees, court costs and costs of collection incurred by Contractor.
- Purchaser will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of the Purchaser to inspect completed Contractor work in the company of a Contractor representative. Purchasers failure to inspect job site as above will signify acceptance of work performed by Contractor and agreement to pay the bill in full within fifteen (15) days.

CITY OF BELLE SLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: October 20, 2026

To: Honorable Mayor and City Council Members

From: Rick J. Rudometkin, City Manager

Subject: Discussion to Cancel, or Combine, or Reschedule December 1 and 15, 2026 Council meetings

Background:
In the past, the Council has either cancelled, combined or rescheduled the two December council meetings due to the holidays and schedules of everyone. It is coming up on December, and staff needs to know if this will happen again this year. Last year the council approved only one meeting for December 16.

Staff Recommendation: N/A

- Suggested Motions:
- 1) **I move to approve having only one council meeting for the month of December 2026 on**_____
 - 2) **I move to**_____

Alternatives: Do not approve or cancel and have both meetings.

Fiscal Impact: N/A

Attachments: N/A

**CITY OF BELLE SLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

f.

Meeting Date: November 5, 2026

To: Honorable Mayor and City Council Members

From: Rick Rudometkin – City Manager

Subject: Discussion of a Fire Service Assessment Feasibility Study

Background:

The City of Belle Isle currently funds fire protection services through ad valorem revenues and contractual payments. Throughout Florida, agencies have increasingly utilized non-ad valorem fire assessments as a funding mechanism for fire protection services. These assessments are collected through the annual property tax bill and are specifically dedicated to funding fire protection services.

The City Council has previously discussed the long-term impact of increasing fire service costs and the City's ongoing efforts to maintain service levels while preserving financial stability.

A professional fire assessment study would evaluate:

- Current fire service funding methods.
- Long-term fire service costs.
- Potential non-ad valorem assessment methodologies.
- Residential and commercial impacts.
- Legal requirements under Florida law.
- Collection methods through the annual tax bill.
- Potential millage implications.
- Impacts on various property classifications.
- Exempt property considerations.
- Advantages and disadvantages of alternative funding structures.

Staff Recommendation: N/A

Suggested Motion:

I move to approve implementing a Fire Service Assessment Feasibility Study and authorize the city attorney and the city manager to move forward with the process.

Fiscal Impact: FY 26/27 budget - \$50k currently approved for Fire Assessment Study

Alternatives: Do not move forward with a study

Attachments: N/A

City Manager Work Plan Items:

- Venetian Canals/other Canals:

Zoom meeting will be on October 23. The council put a 60-day timeframe.

- Review/change City Charter/Code:

We will ask the council about a citizens' committee. A council retreat day will start the discussion. Code will be talked about first.

- Annexation:

The city council has put a future annexation study on hold until after the November 3, 2026, election.

- RFPs:

Modernize Audio/Visual System – RFP has been modified, reposted, and a vendor meeting was held.

- Stormwater Appropriation – THUD:

We received this appropriation for \$850k. Flood mitigation, through Rep. Darren Soto office.

- Judge/Daetwyler Dr. Transportation Appropriation:

We are discussing an environmental study with the county and what the final concept will look like.

- Hurricane Ian:

We have sent a letter disagreeing with the state findings on our reimbursement. Our letter has been sent to FEMA so they can give us the FINAL determination. We are ready to appeal if necessary. Our senator sent an email to help get a final determination. We continue to wait...

- Hoffner Ave Traffic Improvements Grant:

The city has the fully executed State Funded Grant Agreement (SFGA agreement) between the city and the Florida Department of Transportation (FDOT). The city has no match money for this project. We are waiting for DOT to do a new scope amendment.

- Healthcare Providers:

Council has asked staff to look into healthcare providers in FY 26/27 to see if there could be cost savings by changing vendors.