

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE: 01/29/2025

TO: Jennifer Barker, County Manager

THRU:

Roberto Bonilla, Executive Director, Parks & Water Resources

BY: Bill Ponko, Senior Contracting Officer

SUBJECT: P.E.A.R Park Improvements Phase #1

MEETING DATE:

7/1/2025

ITEM TYPE: Consent Item

ITEM ID: 34759

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:

1. Of Contract 24-946 with Bulldog Sitework, LLC (Leesburg, FL) for the P.E.A.R Park Improvements Phase 1; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is \$967,785.18 (expenditure). Commission District 3

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Parks and Water Resources, issued Invitation to Bid 24-946 for the one-time purchase of all labor, materials, equipment, component/devices, delivery, surveying, permits, inspections, and all incidentals to complete all necessary work in accordance with the solicitation for the Phase 1 Improvements at P.E.A.R Park, located at 26701 US Hwy 27, Leesburg, FL. The improvements will provide the complete, turn-key construction of a parking area.

Five submissions were received as indicated on the Respondent List. Staff recommends award to the overall lowest price responsive and responsible vendor, Bulldog Sitework, LLC.

Fiscal Impact: \$967,785.18 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Park Impact Fee Central	1081	2952210	860630	40006	\$66,915.18
2nd Tax Cap Pks	3050	2952750	860630	40006	\$900,870.00

Advertised Date:

Paper:

Attachments:

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
BULLDOG SITEWORK, LLC, FOR
P.E.A.R. PARK IMPROVEMENTS PHASE I**

ITB # 24-946

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Bulldog Sitework, LLC, a Florida limited liability company authorized to conduct business in the state of Florida, its successors and/or assigns (the CONTRACTOR) (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Invitation to Bid (ITB) #24-946 seeking firms or individuals qualified to provide construction services for the P.E.A.R. Park Improvements Phase I project, located P.E.A.R. Park located at 26701 U.S. Hwy. 27, Leesburg, FL 34748 (Alt. Key #1775094; PID # 24-20-24-0002-000-00200); and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the Parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment set forth in this Agreement, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE 1. LEGAL FINDINGS.

1.1 The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

ARTICLE 2. PURPOSE.

2.1 Purpose. The purpose of this Agreement is for the CONTRACTOR to provide construction services for P.E.A.R. Park Improvements Phase I, as more fully described herein (the "Service" or "Project").

ARTICLE 3. SCOPE OF SERVICES.

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR to provide all labor, materials, and equipment to complete the Service in accordance with the Scope of Services, including all addenda, and the completed Submittal Form, attached hereto and incorporated herein as **Composite Exhibit A**, as well as all Project permits, drawings, plans and specifications as set forth herein. It is understood that the Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the Parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.

3.2 The Service consists of construction services for completion of Phase I Improvements to P.E.A.R. Park at 26701 U.S. Hwy. 27, Leesburg. The Service must be scheduled and constructed in a manner which allows for the continued and undisrupted use of the areas of P.E.A.R. Park outside of the Project area by the public and County employees in the areas outside the of the Project area while the Phase I Improvements are underway. Disruptive activities must be coordinated with the COUNTY and scheduled for after business hours.

3.3 The Parties acknowledge that this is a project specific agreement and **that the single Service shall not exceed two hundred ten (210) days from the date the Notice to Proceed is issued.**

3.4 This Agreement will become effective upon both Parties signing this Agreement (the "Effective Date"). The Service will commence upon issuance of the Notice to Proceed by the COUNTY to the CONTRACTOR following the Effective Date.

3.5 This Agreement shall remain in effect until such time as the services acquired in conjunction with the Service and this Agreement have been delivered and accepted by the COUNTY. The terms and conditions of this Agreement shall remain in effect until completion of all express- and implied-warranty periods. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.

3.6 All work must be performed in accordance with good commercial practice. The work schedule and completion dates must be adhered to by the CONTRACTOR except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the CONTRACTOR. In these cases, the CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the COUNTY. No additional days will be granted to the CONTRACTOR for rain delays; however, CONTRACTOR may request in writing for the COUNTY consider an adjustment of the contract period on a case-by-case basis to account for delays caused by the effects of inclement weather events but only when such an event causes the CONTRACTOR to be able to work less than fifty percent (50%) of a scheduled work day and only when such delays are not the result of CONTRACTOR'S failure to perform or neglect. CONTRACTOR must strictly comply with all claim submission requirements and other requirements of the Contract Documents related to time extensions. No additional compensation will be made for delays caused by or related to the effects of weather.

3.7 The CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the Service.

3.8 Existing Conditions. The CONTRACTOR acknowledges that it has sufficient understanding of the nature and location of the work; the general and local conditions including, but not limited to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather or similar physical conditions at the site; the character of equipment and facilities needed preliminary to and during the completion of the Service. The CONTRACTOR further acknowledges that the CONTRACTOR has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles, and conditions of the site. Any failure by the CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions will not relieve the CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor will it be considered a basis for any claim for additional time or compensation. The COUNTY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY. The COUNTY also assumes no responsibility for any understanding or representations made

by its officers or agents during or prior to the execution of this Agreement, unless such understanding or interpretations are made in writing and incorporated in this Agreement by reference.

3.9 In the event any conflict between any drawings and specifications contained within this Agreement, the following will govern:

A. Addenda will supersede all other contract documents to the extent specified in the addenda. Subsequent addenda will supersede prior addenda only to the extent specified in subsequent addenda.

B. 100% plans will supersede earlier versions of plans incorporated herein without further action by the Parties. Final approved plans, stamped by the permitting authority, supersede earlier versions of plans without further action of the Parties.

3.10 Plans and Specifications. The construction plans and specifications provided in the solicitation process are specifically incorporated herein as **Composite Exhibit B** and included by reference as a material term and condition of this Agreement. The Service shall be rendered in strict conformity with the construction plans and specifications, including any plans and specifications developed or provided by CONTRACTOR and approved by COUNTY as part of this Service. If applicable, any 100% plans or specifications provided by COUNTY shall supersede the documents listed below without the need for amendment to this Agreement.

A. **Composite Exhibit B** includes the following:

1. *PEAR Park Improvements Construction Drawings*, dated April 30, 2024, prepared by OM Engineering Services, Inc., for Lake County (41 pages) (Referenced as “Exhibit D” in the solicitation materials).

2. *P.E.A.R. Park Improvements, Environmental Resource Permit No. 120348-6*, dated December 28, 2023, issued by St. Johns River Water Management District (12 pages) (Referenced as “Exhibit F” in the solicitation materials).

3.11 Concrete Pre-Pour Approval. CONTRACTOR must obtain Lake County Parks staff inspection approval prior to pouring concrete by submitting the *Concrete Pad & Sidewalk Pre-Pour Concrete Inspection/Approval* form included as **Exhibit D**, to Shane Strew at the Office of Parks and Trails: Shane.Strew@lakecountyfl.gov and parksandtrails@lakecountyfl.gov for approval a minimum two (2) days before pouring concrete. **This inspection is in addition to inspection by the Building Inspector.**

3.12 E-Verify. The CONTRACTOR shall utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the CONTRACTOR during the term of this Agreement.

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

ARTICLE 4. PAYMENT.

4.1 The COUNTY shall pay, and the CONTRACTOR shall accept as full and complete payment for the timely and complete performance of its obligations under this Agreement, as provided in the Pricing Schedule which is attached and incorporated by reference as **Exhibit C**. The total cost of the Project will **not exceed Nine Hundred Sixty-Seven Thousand Nine Hundred Eighty-Five and 18/100 Dollars (\$967,785.18)**. Retainage shall be released as set forth in Section 218.735, Florida Statutes.

A fixed lump sum price represents the CONTRACTOR'S base bid, including all applicable taxes, materials, labor, tools, equipment, supervision, transportation, fuel, permits, inspections, licenses, management and overhead, and all incidentals necessary to provide a complete, turn-key service, unless a duly authorized change order has been issued in accordance with the COUNTY'S purchasing policies and procedures.

Any hourly rate quoted will be deemed to provide full compensation to the CONTRACTOR for labor, supervision, equipment use, travel time, and all other costs associated with providing the services needed to satisfactorily complete all work provided. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

4.2 Retainage. A retention of funds equal to five percent (5%) will be withheld from each invoice in accordance with Section 218.735, Florida Statutes. Retainage will be released in accordance with Section 218.735, Florida Statutes, and as provided in **Article 6.16** of this Agreement.

4.3 Invoicing.

A. The CONTRACTOR will submit invoices to the COUNTY no later than the thirtieth (30th) day beyond the date the work was completed and accepted by the COUNTY. Invoices are to be submitted to the Office of Parks & Trails, 27351 State Road 19, Tavares, FL 32778, via email parksinvoices@lakecountyfl.gov, unless directed otherwise by the Project Manager. Under no circumstances shall the invoices be submitted to COUNTY in advance of the delivery and acceptance of the work.

B. All invoices shall be accompanied by PDF documentation of the work completed and invoiced, including, but not limited to: service tickets, suppliers' invoices, purchase orders, time sheets, approved proposals, and any other pertinent backup documentation requested by the COUNTY in COUNTY'S discretion. All invoices must contain the solicitation number, date and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the appropriate COUNTY representative, and a detailed description of services provided, and a calculation for the five percent (5%) retainage to be withheld.

C. If subcontractors are utilized, a copy of the subcontractor invoice to CONTRACTOR shall accompany the invoice submitted to COUNTY. Within five (5) calendar days after award of any subcontract, CONTRACTOR shall deliver to COUNTY a statement setting forth the name and address of the subcontractor, a summary of the work subcontracted and a copy of the subcontract.

4.4 Progress Payments. The CONTRACTOR may receive periodic payments on a thirty (30) day interval for Service tasks completed during that period by the CONTRACTOR and approved by the COUNTY'S Project Manager. Retention of funds will be held in accordance with Section 218.735, Florida Statutes. In order for the COUNTY to provide payment, the CONTRACTOR shall submit a fully documented invoice that provides the basic information set forth below. Each invoice must contain such

detail and be backed up with whatever supporting information the COUNTY or the CONTRACTOR reasonably requests and must at a minimum state:

- A. The total Construction Price for the Service.
- B. The amount due for properly provided labor, materials and equipment properly incorporated into the Service; and with respect to amounts invoiced for materials or equipment necessary for the Service and properly stored at the Site (or elsewhere if offsite storage is approved in writing by the COUNTY), be accompanied by written proof that the COUNTY has title to such materials or equipment and that such material and equipment is fully insured against loss or damage.
- C. A breakdown of the various parts of the Service as related to the Pricing Sheet as shown on **Exhibit B**.
- D. The value of the various parts of the Service performed;
- E. Previously invoiced amounts and credit payments made;
- F. The total amount due, less any agreed retainage;
- G. Submit a current schedule with every pay application; and
- H. A lien waiver and other documentation verifying the CONTRACTOR'S payment to subcontractors and suppliers as the COUNTY may reasonably request.
- I. Include CONTRACTOR'S Payment Affidavit, attached hereto and incorporated herein as part of **Composite Exhibit E (Composite)**.

Without limitation, at any stage of the Service, the COUNTY may require that the CONTRACTOR provide a lien **executed by the CONTRACTOR, each Subcontractor having provided Notice to COUNTY, and any other Subcontractor, Laborer, Materialman or person or entity providing labor, materials or services as may reasonably be required by the COUNTY which such release and waiver of lien must relate to the work which is the subject of the Application for Payment.**

4.5 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY will not make payment on partial delivery of supplies, services, or materials.

4.6 Grant Funding. In the event any part of this Agreement or the Service, is to be funded by Federal, State, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.

4.7 Payment/Performance Bond Requirements. Pursuant to Section 255.05, Florida Statutes, CONTRACTOR must provide a Performance and Payment Bond or irrevocable letter of credit in an amount that represents **100%** of the contract price. The Performance and Payment Bond Form supplied by the COUNTY will be the only acceptable form for these bonds. No other form will be accepted. Bond information and forms are attached hereto and incorporated herein as **Exhibit F**. In the event the

CONTRACTOR defaults on the construction, the COUNTY shall utilize the Payment and Performance bond or letter of credit to complete the work.

4.8 Payment Procedures.

A. The COUNTY will review the CONTRACTOR'S applications for payment, including such accompanying data, information and schedules as the Service requires, to determine the amounts due to the CONTRACTOR and, based upon such review, together with its inspections of the Service, will authorize payment by the COUNTY to the CONTRACTOR in writing. Such authorization will constitute the CONTRACTOR'S certification to the COUNTY that:

1. The Service described in the CONTRACTOR'S invoice has progressed to the level indicated;
2. The Service has been performed in accordance with the Agreement;
3. All necessary and appropriate lien waivers have been submitted; and
4. The amount requested is currently due and owing to the CONTRACTOR.

B. In the case of unit price work, the CONTRACTOR'S recommendations for payment will constitute final determination of quantities and classifications of such work.

C. Payments will be deemed timely if postmarked on or before the payment date defined in this Agreement or any other payment due date stated in this **Article 4**.

D. COUNTY may withhold all or part of an application for payment to the extent reasonably necessary to protect the COUNTY if in the COUNTY'S opinion the representations to the COUNTY required by this section cannot be made. If the COUNTY is unable to certify payment in the amount of the application, the COUNTY will notify the CONTRACTOR as provided for in this Agreement. If the CONTRACTOR and the COUNTY cannot agree on a revised amount, the COUNTY will promptly authorize payment for the amount which the CONTRACTOR is able to make such representations to the COUNTY. The COUNTY may also withhold payment or, because of subsequently discovered evidence, may nullify the whole or part of an application for payment previously issued, to such extent as may be necessary in the COUNTY'S opinion to protect the COUNTY from loss for which the CONTRACTOR is responsible, including loss resulting from its acts and omissions, because of:

1. Defective Work not remedied;
2. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the COUNTY is provided by the CONTRACTOR;
3. Failure of the CONTRACTOR to make payments properly to subcontractors for labor, materials, or equipment;
4. Reasonable evidence that the Service cannot be completed for the unpaid balance of the contract price;
5. Damage to the COUNTY or other CONTRACTOR;

6. Reasonable evidence that the Service will not be completed within dates established in this Agreement, and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay; or

7. Persistent failure to carry out the Service in accordance with this Agreement.

4.9 County's Right to Refuse Payment. The COUNTY'S approval of the CONTRACTOR'S invoice will not preclude the COUNTY from exercising any of its remedies under this Agreement. These remedies include, without limitation the COUNTY'S right to withhold all or part of any payment (including Final Payment) for the reasons described in Article 4. In the event of a dispute, payment will be made on or before the payment date for amounts not in dispute, subject to any setoffs claimed by the COUNTY. The COUNTY will have the right to refuse to make payment and, if necessary, may demand the return of a portion or all the amount previously paid to the CONTRACTOR to the extent due to:

A. The CONTRACTOR'S failure to perform the Work in compliance with the requirements of this Agreement or any other agreement between the Parties.

B. The CONTRACTOR'S failure to correctly and accurately represent the Service performed in a payment request, or otherwise.

C. The CONTRACTOR'S performance of the Service at a rate or in a manner that, in the COUNTY'S reasonable opinion, is likely to result in the Service being inexcusably delayed.

D. The CONTRACTOR'S failure to use funds previously paid the COUNTY, to pay the CONTRACTOR'S Service-related obligations including, but not limited to, the CONTRACTOR'S subcontractors, materialmen, and suppliers.

E. Claims made against the COUNTY or its property.

F. Loss caused by the CONTRACTOR'S subcontractors, or suppliers and not paid by insurance or covered by bonds provided by CONTRACTOR.

G. The CONTRACTOR'S failure or refusal to perform any of its obligations to the COUNTY.

4.10 Contractor's Right to Refuse Performance for Non-Payment. If within the time set forth in Section 218.735, Florida Statutes, the COUNTY, without cause or basis under this Agreement, fails to pay the CONTRACTOR any amounts then due and payable to the CONTRACTOR will have the right, in addition to all other rights and remedies contained in this Agreement, to send the COUNTY an overdue notice. If the payment request is not rejected within four (4) business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading.

4.11 Correction of Past Payments. All prior payments, whether based on estimates or otherwise, may be corrected and adjusted in any subsequent payment and will be corrected and adjusted in the final payment. If any invoice contains a defect or impropriety which would prevent payment by the payment date, the COUNTY shall notify the CONTRACTOR in writing of such defect or impropriety in accordance with Section 218.735, Florida Statutes. Any disputed amounts determined by the COUNTY to be payable to the CONTRACTOR will be due in the time frames set forth in Section 218.735, Florida Statutes, from the date the dispute is resolved.

4.12 Interest on Outstanding Amounts Due. To the extent allowed by Chapter 218, Florida Statutes, interest will accrue on amounts owed by the COUNTY to the CONTRACTOR which remain unpaid for the time specified in the statutes. CONTRACTOR must invoice COUNTY for any interest accrued in order to receive the interest payment.

No interest will accrue when payment is delayed because of a dispute between the COUNTY and the CONTRACTOR, or a dispute as to the accuracy or completeness of any request for payment received. This exception to the accrual of interest will apply only to that portion of a delayed payment which is the subject of the dispute and will apply only for the duration of such disagreement.

4.13 Invoice Warranties and Guarantees. The CONTRACTOR expressly warrants and guarantees to the COUNTY that:

A. Title to all goods, products, materials, equipment, and systems covered by an invoice will pass to the COUNTY either by incorporation into the Service, or upon receipt of payment by the CONTRACTOR, whichever occurs last.

B. All goods, products, materials, equipment, and systems covered by an invoice are free and clear of liens, claims, security interests or encumbrances.

C. No goods, products, materials, equipment, or systems covered by an invoice have been acquired by the CONTRACTOR, or its subcontractors or suppliers, subject to an agreement under which an interest or an encumbrance is retained by the seller or otherwise imposed by the CONTRACTOR, or its subcontractors or suppliers.

4.14 Contractor's Signature. The signature of the CONTRACTOR on any invoice constitutes the CONTRACTOR'S certification to the COUNTY that (i) the CONTRACTOR'S services listed in the invoice have progressed to the level indicated and have been performed as required by this Agreement; (ii) the CONTRACTOR has paid its subcontractors and suppliers their proportional share of all previous payments received from the COUNTY; and (iii) the amount requested is currently due and owing.

4.15 Taxes. The CONTRACTOR shall incorporate into the Pricing Sheet, and pay, all sales, consumer, use and similar taxes for goods, products, materials, equipment, and systems incorporated into the Service which were legally required at the time of execution of this Agreement, whether yet effective or merely scheduled to go into effect. The CONTRACTOR shall secure, defend, protect, hold harmless, and indemnify the COUNTY from and against all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) relating to any taxes assessed or imposed upon, incurred by or asserted against the COUNTY by any taxing authority with respect to such taxes. The CONTRACTOR shall cooperate with and assist the COUNTY in securing qualified refunds of any sales or use tax paid by the COUNTY or CONTRACTOR on goods, products, materials, equipment, or systems. Any refund secured must be paid to the COUNTY.

4.16 County is Tax Exempt. When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. (https://bccnet.lakecountyfl.gov/documents/finance/forms/Tax_Exemption_Form.pdf). Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales

tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

4.17 Sales Tax Recovery Program. In accordance with Section 212.08(6), Florida Statutes, and Rule 12A-1.094, Florida Administrative Code, the COUNTY is tax exempt when it purchases tangible personal property for use in public works projects, subject to certain restrictions. In the event this project is declared a sales tax recovery project by the COUNTY, the following procedures will apply:

A. The COUNTY, through its Project Manager, shall determine whether the COUNTY will directly purchase certain materials required for the Work.

B. If requested by the Project Manager, the CONTRACTOR shall prepare a list of proposed items that may be desirable for COUNTY direct purchasing. Proposed items will be items that are purchased in a single order from a single vendor with a value greater than \$10,000. Upon reviewing this list, the COUNTY will determine whether it will directly purchase certain materials. The COUNTY shall notify the CONTRACTOR in writing of the specific materials which are intended to be purchased.

C. Within ten (10) calendar days from receipt of the written notice described in **Article 4.15.B**, the CONTRACTOR shall advise the COUNTY in writing of: (a) the date upon which the materials must be on-site according to the construction schedule approved at that time, (b) the date that the CONTRACTOR directs that the COUNTY place the order for the described materials, (c) the location to which the materials are to be delivered, and (d) any other particular details of the order which the CONTRACTOR requests that the COUNTY include in the Purchase Order to the vendor.

D. The COUNTY may, but is not required to, provide the CONTRACTOR with the proposed Purchase Order for the materials. In that case, the CONTRACTOR shall review the Purchase Order for compliance with the construction documents, including, without limitation, the plans, specifications, and construction schedule. Within five (5) calendar days from the receipt of the proposed Purchase Order, the CONTRACTOR shall provide the COUNTY with written approval of the Purchase Order or shall provide written revisions to the Purchase Order, in order that the materials and the delivery will comply with the Construction Documents, including, without limitation, the plans, specifications and Construction Schedule.

E. The COUNTY will place the Order for the materials with the vendor.

F. The COUNTY will take title to those materials directly from the vendor and will bear the risk of loss or damage to the materials which are delivered by the vendor through the time that the materials are delivered to the location designated by the CONTRACTOR. After the materials are delivered to the location designated by the CONTRACTOR, the CONTRACTOR will have full responsibility for their storage, protection, risk-of-loss, and installation pursuant to the construction documents, including, without limitation, the plans, specifications, and construction schedule.

G. The vendor will invoice the COUNTY directly for the materials purchased from the vendor. The COUNTY shall pay the invoices for the materials directly, presenting its sales tax exemption certificate to each vendor at the time of payment.

With respect to the materials specifically designated by this section, the CONTRACTOR will be relieved only of its responsibilities to place the order for the subject materials, to pay for the materials and to insure the materials against loss through the date that they are delivered to the location designated by the CONTRACTOR. Otherwise, nothing in this Agreement will revise or modify the CONTRACTOR'S

responsibilities set forth in this Agreement, including, without limitation, the responsibility to schedule the timely ordering and delivery of the materials purchased under this Agreement, the management of the materials once delivered or the incorporation of the materials into the Service, as provided in the construction documents, including, without limitation, the plans, specifications and construction schedule.

THE PURPOSE OF THE SALES TAX RECOVERY PROGRAM IS TO ACHIEVE COST SAVINGS FOR THE COUNTY. THE COST OF ANY MATERIALS PURCHASED THROUGH THE SALES TAX RECOVERY PROGRAM WILL BE DEDUCTED FROM THE CONTRACT AMOUNT. ALL SAVINGS REALIZED BY THE SALES TAX RECOVERY PROGRAM WILL INURE TO THE BENEFIT OF THE COUNTY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ADJUST ANY SUBCONTRACTS ACCORDINGLY.

The COUNTY and CONTRACTOR shall execute a written change order described in this Agreement and approved in accordance with the COUNTY'S policy and the Change Order will become a part of the contract documents as provided in this Agreement. The CONTRACTOR'S fee will be calculated on the basis that the CONTRACTOR, rather than the COUNTY, procured the materials. Therefore, for purpose of calculating the fee, the total of subcontractor and supplier costs will include payments made by the COUNTY under this program. The calculation of the fee in this manner will provide, among other things, specific supplemental consideration for the provisions of this Article.

4.18 Compensation of Contractor's Subcontractors and Suppliers. Upon receipt of payment from the COUNTY, the CONTRACTOR shall pay each of its subcontractors and suppliers out of the amount received by the CONTRACTOR on account of such subcontractor's or supplier's portion of the Service, the amount to which each entity is entitled, reflecting percentages retained from payments to the CONTRACTOR on account of such entity's portion of the Service. CONTRACTOR shall comply with the timeframes set forth in Section 218.735(6), Florida Statutes, for remitting payment to subcontractors. The COUNTY will have no obligation to pay, and will not be responsible for payments to, the CONTRACTOR'S subcontractors or suppliers. However, the COUNTY reserves the right, but has no duty, to make payment jointly to the CONTRACTOR and to any of its subcontractors or suppliers if the COUNTY becomes aware that the CONTRACTOR fails to pay or unreasonably withholds payment from one or more of those entities. Such joint check procedure, if employed by the COUNTY, will create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and will not be deemed to commit the COUNTY to repeat the procedure in the future.

4.19 Final Payment. Prior to being entitled to receive final payment, and as a condition precedent, the CONTRACTOR must achieve Final Completion of the Service and provide documents needed for final payment. CONTRACTOR shall submit the *Contractors Final Payment Affidavit*, attached hereto as part of **Composite Exhibit D**, as part of CONTRACTOR'S final payment request.

ARTICLE 5. COUNTY RESPONSIBILITIES.

5.1 Project Manager. The COUNTY shall designate a COUNTY staff member or representative to act as COUNTY'S Project Manager. It is agreed to by the Parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Scope of Services, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

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

5.3 The COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation, or fabrication of the materials to be used.

ARTICLE 6. FACILITIES PROVISIONS.

6.1 Licenses and Permits. CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONTRACTOR shall remain appropriately licensed throughout the course of the Service. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONTRACTOR.

6.2 Intent of the Contract Documents.

A. For purposes of this Agreement, the term “contract documents” includes all bid documents, drawings, the Scope of Work, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement.

B. It is the intent of the contract documents to describe a functionally complete Service which defines the Scope of Work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result must be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words must be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Service, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise in this Agreement.

C. The contract documents and all referenced standards cited in the contract documents are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all.

D. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but are contained in the specifications, or vice-versa, must be provided and executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction and operation of the Service as specified in this Agreement, or should any error or disagreement between the specifications and drawings exist or appear to exist, the CONTRACTOR may not derive any unjust benefit, or use such disagreement counter to the best interests of the COUNTY. The CONTRACTOR shall immediately notify the COUNTY’S Project Manager of any discrepancy and await the Project Manager’s direction before proceeding with the work in question.

6.3 Errors and Omissions. The CONTRACTOR shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the CONTRACTOR shall immediately notify the COUNTY in writing of such errors or omissions. In the event the CONTRACTOR knows or should have known of any error or omission and failed to provide such

notification, the CONTRACTOR will be deemed to have waived any claim for increased time or compensation the CONTRACTOR may have had and the CONTRACTOR will be responsible for the results and the costs of rectifying any such error or omission.

6.4 Rentals. Should CONTRACTOR need to rent equipment to complete the assigned work, prior approval from the Project Manager shall be required. The cost of the rental shall be indicated on the estimate and the invoice. CONTRACTOR shall be allowed to assess a percentage of up to fifteen percent (15%) over the cost of the rental. A copy of the rental invoice to CONTRACTOR shall accompany the invoice being submitted to COUNTY. **There will be no allowance for rental if it is reasonably ascertained that the equipment is needed to complete the work as outlined in the scope of work and was not included in the original estimate.**

6.5 Contractor Personnel.

A. The CONTRACTOR shall ensure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved and must make due and proper effort to execute the work in the manner prescribed in the contract documents.

B. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with.

C. Superintendent. The CONTRACTOR shall at all times have at the Service site as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who will receive instructions from the COUNTY. The superintendent shall supervise all trades, direct all Service activities, establish and maintain installation schedules, and provide the COUNTY'S Project Manager with progress reports as requested. The superintendent shall have full authority to execute the orders or directions of the COUNTY, and if applicable to promptly supply any materials, tools, equipment, labor and incidentals which may be required. Such superintendent must be furnished regardless of the amount of work sublet. The CONTRACTOR'S superintendent shall speak, write, and understand English and shall be on the job site during all working hours.

D. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

E. Dress Code & Identification. The CONTRACTOR shall maintain a dress code for their employees with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. Additionally, there may be times in which the COUNTY will require all workers on a particular individual Service to wear ID badges. The COUNTY shall supply the ID badges. If ID badges are necessary, the CONTRACTOR will ensure that all workers employed for that particular Service, whether employed by the CONTRACTOR or a subcontractor, are scheduled, prior to assignment, for an appointment during the COUNTY'S normal working hours with the COUNTY'S Project Manager, to process and receive ID badges. All new workers must be assigned an ID badge prior to starting work for that Service. The CONTRACTOR shall be aware that it may take up to one (1) week to receive ID badges after required information has been received and pictures have been taken.

F. Documentation. If required by the COUNTY for the Service, the CONTRACTOR shall provide the COUNTY'S Project Manager with all requested documentation for all personnel, subcontractors, and representatives of the CONTRACTOR that will be utilized for the Service. Documentation must be provided within five (5) working days of the request and must be submitted electronically in PDF format. This information must also be provided when new personnel, subcontractors, and representatives of the CONTRACTOR are hired at any time during the contract period for the Service. The information supplied will be used to run background checks and to provide identification badging, proximity cards, and keys. All documentation required below must be supplied in one (1) PDF attachment that must be titled with the company's name, the person's name, and the person's birthdate.

Example: *ACME Plumbing - John H. Smith - 10/10/96.*

The documentation must include the following: (1) Full name; (2) address; (3) email address; (4) telephone number; (5) copy valid of driver's license, State of Florida identification card, passport, and/ or work visa; (6) a current, clear, color photo (head shot) taken with a plain background; (7) building names and addresses of the facilities where the individual will be working; and (8) any additional information that may be requested by the Lake County Sheriff's Office.

G. Criminal Justice Information Services (CJIS). When advised by the COUNTY'S Project Manager, the CONTRACTOR'S personnel, subcontractors, and representatives will be required to complete an online training class that includes testing in order to have access to some secure areas of COUNTY facilities. Finger printing may also be required and will be performed by the Lake County Sheriff's Office at no expense to the CONTRACTOR.

H. Background Checks. The services provided under this agreement will be conducted in a public park, in proximity to minors therefore all CONTRACTOR and subcontractor personnel must successfully complete a Certified Background Check prior to accessing the site. CONTRACTOR shall provide Certified Background Checks at no additional cost to COUNTY. COUNTY retains the right to request and review any associated records with or without cause, and to require replacement of any CONTRACTOR employee or subcontractor employees found in violation of this requirement. CONTRACTOR shall indemnify COUNTY in full for any adverse actions of any such personnel in this regard.

I. Identification Badging / Proximity Cards / Keys

1. The CONTRACTOR'S personnel, subcontractors, and representatives that are approved to work in restricted areas will receive an identification badge which will also act as a proximity card.

2. All approved personnel, subcontractors, and representatives of the CONTRACTOR will be issued identification badges and will be required to wear them at all times while on the COUNTY'S property. At no time will personnel, subcontractors, and representatives of the CONTRACTOR be allowed to work on the COUNTY'S property prior to being given approval by the Facilities Maintenance Division Manager and the assignment of a CONTRACTOR identification badge.

3. For facilities that do not have proximity card readers, keys will be issued to approved personnel, subcontractors, and representatives of the CONTRACTOR.

4. The Facilities Maintenance Division Manager will notify the CONTRACTOR by email that identification badges, proximity cards, and keys are ready for pickup, and will have the CONTRACTOR complete release forms and then distribute them to the CONTRACTOR for disbursement to their personnel, subcontractors, and representatives. The COUNTY'S Project Manager must be copied on the email.

G. Lost/Stolen/Damaged Identification Badges / Proximity Cards / Keys

1. In the event that an identification badge, proximity card or key is lost, stolen or damaged, the CONTRACTOR shall immediately email the Facilities Maintenance Division Manager and the COUNTY'S Project Manager.

2. Personnel, subcontractors, and representatives of the CONTRACTOR must be temporarily substituted by the CONTRACTOR with a suitable replacement until the CONTRACTOR has obtained a new identification badge/proximity card.

3. The CONTRACTOR will be assessed a \$25.00 fee for each lost, stolen, or damaged card and key in order to reimburse costs incurred by the COUNTY. All fees due will be deducted from the CONTRACTOR'S next invoice.

H. Reports. The CONTRACTOR shall provide an initial report within thirty (30) business days of the start date and then annually for all employees currently being utilized for the Service. All additions and changes must be highlighted in yellow. The COUNTY'S Project Manager will provide a standardized Excel form at contract initiation that will be used. Reports must be provided for the duration of the Service. Reports must be delivered electronically in PDF format to the Lake County Sheriff's Office Representative, the Facilities Maintenance Division Manager, and the COUNTY'S Project Manager. Reports must include the following information: (1) individual's name, birthdate, and driver's license number; (2) identification badge/proximity card number; (3) all facilities where the employee works; (4) All facilities accessible by proximity card or key; (5) the date the identification badge/proximity card was issued; (6) dates of subsequently issued identification badges/proximity cards due to loss, theft, or damage; and (7) the date that the individual left employment of the CONTRACTOR and the identification badge/proximity card was returned.

I. Worker Dismissal / Leave Reporting

1. The CONTRACTOR shall immediately email the Facilities Maintenance Division Manager and the COUNTY'S Project Manager upon the dismissal or permanent leave of any personnel, subcontractors, and representatives of the CONTRACTOR that are utilized for projects or services for the COUNTY.

2. The CONTRACTOR shall contact the Facilities Maintenance Division Manager to arrange to drop off identification badges, proximity cards, and keys of a dismissed workers within three (3) working days of dismissal or leave.

J. Service Completion

1. At the completion of the Service, the CONTRACTOR shall, within three (3) business days, arrange to meet with the Facilities Maintenance Division Manager to return all identification badges, proximity cards, and keys.

2. The CONTRACTOR will be assessed a \$25.00 fee for each missing identification badge, proximity card, and key in order to reimburse costs incurred by the COUNTY. All fees due will be deducted from the CONTRACTOR'S final invoice.

6.6 Subcontractors.

A. The CONTRACTOR will be fully responsible to the COUNTY for the acts and omissions of the CONTRACTOR'S subcontractors and of persons either directly or indirectly employed by them.

C. All subcontractors, for as long as the subcontractor is working on the job site, must have at least one supervisor/foreman on the job site that speaks and understands English.

D. The CONTRACTOR shall cause its subcontractors and suppliers to comply with the Service schedule and applicable sub-schedules.

E. The CONTRACTOR shall include with the final invoice a completed CONTRACTOR'S FINAL PAYMENT AFFIDAVIT, a copy of which is attached and incorporated by reference as **Exhibit E**. The invoice will not be processed without the form.

F. Subcontracting without the prior consent of COUNTY may result in termination of the Agreement for default.

6.7 Completion of the Scope of Services. The CONTRACTOR shall give the work the attention necessary to assure the scheduled progress and shall cooperate fully with the COUNTY and with other contractors on the job site. All work must be done in accordance with the contract documents. When not specifically identified in the technical specifications, such materials and equipment must be of a suitable type and grade for the purpose. All material, workmanship, and equipment will be subject to the inspection and approval of the COUNTY.

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

In the event of an emergency affecting the safety or protection of persons, or the work or property at a Service site or adjacent to a Service site, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act to prevent threatened damage, injury, or loss. The CONTRACTOR shall contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible after the emergency, but no later than twenty-four (24) hours after the occurrence of the emergency, if the CONTRACTOR believes that any significant changes in the work or variations from the contract documents has occurred. If the COUNTY determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order request will be issued to document the consequences of the changes or variations. If the CONTRACTOR fails to provide written notice within the twenty-four (24) hour limitation noted above, the CONTRACTOR will be deemed to have waived any

right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

6.9 Safety.

A. The CONTRACTOR shall initiate, maintain, and supervise all safety precautions and programs in connection with the work, and shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, Federal, State or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, persons or property. The CONTRACTOR shall be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements will be borne solely by the CONTRACTOR.

B. The CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Service meets all OSHA requirements. The CONTRACTOR further certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with these requirements will be borne by the CONTRACTOR. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the CONTRACTOR and its employees.

C. All safety devices installed by the manufacturer on equipment utilized by the CONTRACTOR on the jobsite must be in place and in proper working order at all times. If the COUNTY determines that equipment is deficient in safety devices, the CONTRACTOR will be notified immediately. The CONTRACTOR shall immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

D. The COUNTY may periodically monitor the work site for safety. Should there be safety or health violations, the COUNTY will have the authority, but not the duty, to require the CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied. CONTRACTOR shall receive no additional compensation, no extension of time, and shall not be entitled to reimbursement of any demobilization costs, remobilization costs, or other out-of-pocket expenses incurred as a result of such work stoppage. If the violation is not corrected within a reasonable time, COUNTY may in its sole discretion declare CONTRACTOR to be in default of this Agreement.

E. Should the work site be in a hazardous area, the COUNTY shall take reasonable actions to furnish the CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Safety Data Sheets, or any other information that would assist the CONTRACTOR in the planning of a safe work site. The CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives. **CONTRACTOR is solely responsible for ensuring safety related to any additional or unique hazards due to the nature and location of the work.**

F. The CONTRACTOR shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

G. The CONTRACTOR shall remove all surplus material and debris from the Service site at the end of each workday. All costs associated with clean-up and debris removal must be included in the lump sum price stated elsewhere in this Agreement. The CONTRACTOR shall leave the site clean and neat. All work must be cleaned up prior to the next day of business. At no time may the specified work interfere with the regular operating hours of Lake County.

H. CONTRACTOR must have sufficient and Service appropriate supplies on-site for clean-up. At no time may the CONTRACTOR use COUNTY cleaning supplies or equipment. Upon final completion, the CONTRACTOR shall thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. **If at any time the CONTRACTOR fails to clean up the work area to acceptable levels, the COUNTY may retain outside cleaning services and the actual costs for this service will be deducted from the CONTRACTOR'S final payment with the minimum cost of \$50.00 to offset the COUNTY'S time for securing services to properly clean and inspect the site.**

I. The CONTRACTOR shall confine all equipment, materials and operations to the Service site and areas identified in the agreement documents. The CONTRACTOR shall assume all responsibility for any damage to any such area resulting from the performance of the work.

J. Hazardous Materials. CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Safety Data Sheets (SDS). Any spillage of hazardous chemicals or wastes by the CONTRACTOR will be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals or wastes caused by CONTRACTOR will be the sole responsibility of CONTRACTOR and the COUNTY will share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies will be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of CONTRACTOR to immediately contact the COUNTY with a description and location of the condition. The SDS must meet the requirements of 29 CFR 1910.1200(g), and include the following information:

- Section 1: Identification;
- Section 2: Hazard(s) identification;
- Section 3: Composition/information on ingredients;
- Section 4: First-aid measures;
- Section 5: Fire-fighting measures;
- Section 6: Accidental release measures;
- Section 7: Handling and storage;
- Section 8: Exposure controls / personal protection;
- Section 9: Physical and chemical properties;
- Section 10: Stability and reactivity;
- Section 11: Toxicological information;
- Section 12: Ecological information;
- Section 13: Disposal considerations;
- Section 14: Transport information;
- Section 15: Regulatory information; and
- Section 16: Other information, including date of preparation or last revision.

The CONTRACTOR shall designate a competent person of its organization whose duty will be the prevention of accidents. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person will be the CONTRACTOR'S superintendent unless otherwise designated in writing to the COUNTY'S Project Manager. All communications to the superintendent will be as binding as if given to the CONTRACTOR.

6.10 Tobacco Products. Tobacco use, including both smoke and smokeless tobacco, is prohibited on COUNTY owned property.

6.11 Underground Utilities. Any required digging or subsurface work will be done in accordance with Chapter 556, Florida Statutes. It will be the responsibility of CONTRACTOR to have all underground utilities located before any work begins (Sunshine State One Call 1-800-432-4770). The repairs of any damaged underground utilities because of the work being performed by CONTRACTOR will be the responsibility of CONTRACTOR. The proper utility company will be contacted immediately to expedite the repairs if damage has occurred. CONTRACTOR will notify the COUNTY and provide a written explanation of the incident within two days of the damage to any underground utilities.

6.12 Maintenance of Traffic.

A. In the event that any of the work is conducted within any public right of way, the CONTRACTOR shall provide proper Maintenance of Traffic (MOT). Unless otherwise specified, the standard specifications to be used for the Service will be the strictest and latest edition as promulgated by the Florida Department of Transportation (FDOT) or the Federal Highway Administration (FHWA).

B. Maintenance of traffic will be the responsibility of the CONTRACTOR, is part of the CONTRACTOR'S proposal price, and must conform to FDOT's most current editions and supplements of Standard Specifications for Road and Bridge Construction, Roadway and Traffic Design Standards, Manual or Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, or the Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD), as applicable. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, or by going to the FDOT website at: <https://www.fdot.gov/publications/publications.shtm>.

C. All costs associated with MOT must be included in the CONTRACTOR'S proposal price. No separate line items for MOT will be included in the cost estimate. If the CONTRACTOR does not comply with all of the FDOT and the FHWA standards (i.e., signs, qualified flaggers, and barricades), the COUNTY reserves the right to direct the CONTRACTOR to cease operation until deficiencies are corrected. In addition, no road closures will be allowed except in the case of emergencies.

D. If the CONTRACTOR feels that assistance from an off-duty police officer is needed, it will be the responsibility of the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, to hire and pay for this service.

E. All lane closures must have the prior approval of the COUNTY.

F. These requirements are to be considered a minimum and the CONTRACTOR'S compliance will in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and the CONTRACTOR'S employees throughout the work area.

G. The use of public roads and streets by the CONTRACTOR must provide minimal inconvenience to the public and traffic. Furthermore, if the CONTRACTOR is utilizing a road by driving slow moving equipment, the operator must allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

6.13 General Inspection Requirements.

A. Due to the nature of this Agreement, the COUNTY will, at the time of establishment of need, require the CONTRACTOR to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for the CONTRACTOR'S inspection of facilities or sites and activity schedules may be secured from the user COUNTY department. Failure to visually inspect the facilities or sites may be cause for disqualification of the CONTRACTOR on that individual Service.

B. The CONTRACTOR shall furnish the COUNTY with every reasonable accommodation for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the COUNTY so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable in the opinion of the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, will be at the CONTRACTOR'S expense. However, should the work thus exposed or examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, will be paid for as unforeseen work.

C. If the COUNTY should, at any point before, during, or after, completion of construction activities, fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject will in no way prevent the COUNTY'S later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and the CONTRACTOR will make no claim for losses suffered due to any necessary removals or repairs of such defects.

D. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY shall give the CONTRACTOR notice of the defect, which notice may be confirmed in writing. The CONTRACTOR will then have seven (7) calendar days from the date the notice is given to correct the defective condition. If the CONTRACTOR fails to correct the deficiency within the seven (7) calendar days after receipt of the notice, the COUNTY may take any action necessary, including correcting the deficient work utilizing another CONTRACTOR, returning any non-compliant goods to the CONTRACTOR at the CONTRACTOR'S expense or terminating the contract. The CONTRACTOR may not assess any additional charges for any conforming action taken by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract specifications.

E. Should the CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the contract requirements, within the time indicated in writing, the COUNTY will have the authority to cause the unacceptable or defective materials or work to be corrected as necessary at the CONTRACTOR'S expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making these repairs, removals, or renewals will be paid for out of any monies due or which may become due to the CONTRACTOR. A change order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such costs will include, but not be

limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of the CONTRACTOR'S defective work and additional compensation due the COUNTY. The CONTRACTOR will not be allowed an extension of the contract time because of any delay in performance of the Service attributable to the exercise by the COUNTY of the COUNTY'S rights and remedies under this Agreement. If the CONTRACTOR fails to honor the change order, the COUNTY may terminate this Agreement for default.

F. All work performed and all materials furnished must be in conformity with the tolerances indicated in the specifications. In the event the COUNTY'S Project Manager finds the materials or the finished product in which the materials are used and in conformity with the specifications, the COUNTY'S Project Manager will then make a determination if the work will be accepted and remain in place. In this event, the COUNTY'S Project Manager will document the basis of acceptance by a Change Order that will provide for an appropriate deduction as needed in the contract price for such work or materials as the COUNTY'S Project Manager deems necessary to conform to the determination based on the COUNTY'S Project Manager's professional judgment.

G. When the United States Government or the State of Florida is to pay a portion of the cost of construction, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

6.14 Service Materials and Storage.

A. Unless otherwise specified within the contract documents, all materials to be used to complete the Service, except where recycled content is specifically requested, must be new, unused, of recent manufacture, and suitable for its intended purpose. All goods must be assembled, fully serviced and ready for operation when delivered. In the event any of the materials supplied by the CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to the CONTRACTOR at the CONTRACTOR'S expense and this Agreement may be terminated or (2) the COUNTY may require the CONTRACTOR to replace the materials at the CONTRACTOR'S expense.

B. Materials must be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the COUNTY, must not be used for the Service, and must be removed from the site by the CONTRACTOR at the CONTRACTOR'S expense. Until incorporated into the work, materials will be the sole responsibility of the CONTRACTOR and the CONTRACTOR will not be paid for such materials until incorporated into the work. If any chemicals, materials or products containing toxic substances are to be used at any time, the CONTRACTOR shall furnish a Material Safety Data Sheet to the COUNTY prior to commencing such use.

C. When not specifically identified in the technical specifications, materials and equipment must be of a suitable type and grade for the purpose which they are used.

D. All unusable materials and debris must be removed from the premises by the CONTRACTOR at the end of each workday and disposed of in an appropriate manner.

6.15 Time for Completion and Extensions.

A. A written Notice to Proceed is required for the CONTRACTOR to schedule or begin work. Purchase Orders will be issued for Services to the CONTRACTOR. Issuance of a Purchase Order is not a directive to begin work unless otherwise specified. Email notice is acceptable.

B. The CONTRACTOR shall diligently pursue the completion of the work and coordinate the work being done on the Service by its subcontractors and material suppliers, as well as coordinate the CONTRACTOR'S work with the work of other contractors so that the CONTRACTOR'S work or the work of others will not be delayed or impaired. The CONTRACTOR will be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the work under the contract documents. The time for completion requirements are contained in **Article 3.3** above.

C. Should the CONTRACTOR be obstructed or delayed in the completion of the work as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to the CONTRACTOR'S fault or neglect, the CONTRACTOR shall notify the COUNTY in writing within twenty-four (24) hours after the commencement of such delay, stating the cause or causes of the delay, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

D. If the CONTRACTOR complies with the twenty-four (24) hour notice requirement, the COUNTY will ascertain the facts and the extent of the delay being claimed and recommend an extension to the contract time when, in the COUNTY'S sole judgment, the findings of fact justify such an extension. The CONTRACTOR shall cooperate with the COUNTY'S investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted only for those delays which impact the CONTRACTOR'S construction schedule. Extensions of contract time, if approved by the COUNTY, must be authorized by written change order.

6.16 Changes in the Scope of Services.

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY'S Purchasing Policy and Procedures, increase or decrease the scope of the work. For changes in work requested by the CONTRACTOR, the CONTRACTOR must prepare and submit change order requests for the COUNTY'S approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Service. Both the COUNTY and the CONTRACTOR must execute the change order for the order to become effective.

B. The value of such extra work or change will be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change will be computed from such values and added to or deducted from the contract price.

C. If the COUNTY and the CONTRACTOR are unable to agree on the change order for a requested change, the CONTRACTOR shall, nevertheless, promptly perform the change as directed in writing by the COUNTY. If the CONTRACTOR disagrees with the COUNTY'S adjustment determination, the CONTRACTOR must make a claim pursuant to the Claims and Disputes section in this Agreement, or else be deemed to have waived any claim on this matter the CONTRACTOR might have otherwise had.

D. For work not contemplated by the original Agreement where the Project Manager determines the CONTRACTOR is best suited to complete the work, CONTRACTOR may complete the work under a time-and-materials agreement, as provided herein. CONTRACTOR'S quote to complete the additional work will be limited to (i) the CONTRACTOR'S reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. In such case, the CONTRACTOR will keep and present to the COUNTY an itemized accounting together with appropriate supporting data for the total cost incurred. In the event such changed work is performed by a subcontractor, additional work will be limited to (i) the subcontractor's reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. CONTRACTOR may charge appropriate reasonable direct hourly costs related to overseeing and subcontracting the work. All compensation due the CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above. Payment to CONTRACTOR will be limited to the amount quoted by the CONTRACTOR for the additional work, which the CONTRACTOR exceeds at its own risk.

E. The COUNTY will not be liable to the CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with the COUNTY'S policy. The payment authorized by such a change order will represent full and complete compensation to the CONTRACTOR for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.

F. Execution by the CONTRACTOR of a properly authorized change order will be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

G. Upon receipt of an approved change order, changes in the Scope of Services must be promptly performed. All changes in work must be performed under the terms and conditions of this Agreement.

H. Change orders will not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the CONTRACTOR.

6.17 Claims and Disputes.

A. Claims by the CONTRACTOR must be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or the CONTRACTOR will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in the Scope of Services."

B. The CONTRACTOR shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the Agreement in accordance with the contract documents during the pendency of any claim.

C. Claims by the CONTRACTOR will be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONTRACTOR will then have fifteen (15) calendar days in which to provide

additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the Parties and each Party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, the CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the COUNTY against the CONTRACTOR must be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to the CONTRACTOR. All claims will be priced in accordance with the provisions of the section in this document entitled "Changes in the Scope of Services." The CONTRACTOR shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth in I above.

E. Arbitration will not be considered as a means of dispute resolution.

F. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME MAY BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR will receive no damages for delay. However, this provision will not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the COUNTY. Otherwise, the CONTRACTOR will be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

6.18 Acceptance of the Work and Final Payment.

A. The work delivered and services rendered under this Agreement will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the Service is accepted by the COUNTY and will be in compliance with the terms of this Agreement, fully in accord with the specifications and of the highest quality. Any goods or services purchased under this Agreement may be tested/inspected for compliance with the specifications listed.

B. Maintenance of Work. The CONTRACTOR shall maintain all work in as-new condition until the final inspection is completed and the work is accepted by the COUNTY. All insurance must be maintained until final acceptance by the COUNTY.

C. Final Invoice. When the work provided for under this Agreement has been completely performed by the CONTRACTOR a final invoice will be prepared by the CONTRACTOR. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of this Agreement, will be paid to the CONTRACTOR in accordance with Article 4 of this Agreement, and after the CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the Agreement and of all claims in connection with the invoice. Occupancy by the COUNTY alone does not constitute final acceptance.

D. Final Inspection. When all materials have been furnished, all work has been performed, and the construction contemplated by this Agreement has reached substantial completion, CONTRACTOR shall request a final inspection by the COUNTY. The COUNTY, or the COUNTY'S representative, shall make the final inspection within five (5) business days of receipt of notification from the CONTRACTOR

that the Service is ready. The COUNTY shall, pursuant to Section 218.735(7), Florida Statutes, prepare and deliver to the CONTRACTOR a single list of items required to render the Service complete, satisfactory, and acceptable within thirty (30) calendar days after being notified by CONTRACTOR of the project, or project phase if the project is multi-phased, reaching substantial completion. The single list will be delivered by the COUNTY to the CONTRACTOR within five (5) days after the list of items has been developed and reviewed.

The failure by the COUNTY to include any corrective work or pending items on the list does not alter CONTRACTOR'S responsibility for completing the Service pursuant to this Agreement. All items that require correction under the Agreement and that are identified after the preparation and delivery of the list remain the obligation of CONTRACTOR as defined by this Agreement. The CONTRACTOR shall correct all deficiencies before final acceptance and payment of retainage is made.

E. Final Acceptance. Final completion must be within thirty (30) days after delivery of the list of items in paragraph D of this section. If the COUNTY fails to provide the list as provided for in paragraph D of this section, the time for completion will be extended by the number of days the COUNTY exceeded the delivery date. COUNTY will re-inspect to verify completion of the list of items provided to CONTRACTOR for final acceptance. An eighty-dollar (\$80.00) re-inspection fee will be applied for the third inspection and any required re-inspection. The COUNTY may exclude the CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that the CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list.

F. Release of Retained Funds. As set forth in Section 218.735, Florida Statutes, upon completion and acceptance by the COUNTY of all items on the list of items provided for in paragraph D of this section, CONTRACTOR may submit a payment request for all remaining retainage withheld for the project, or phase of project, as applicable. If a good faith dispute exists as to whether one or more of the items identified in the list have been completed pursuant to the Agreement, COUNTY may continue to withhold up to 150% of the total costs to complete such items. CONTRACTOR shall submit CONTRACTOR'S Final Payment Affidavit with the request for payment.

G. Waiver of Claims. The CONTRACTOR'S acceptance of final payment will constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of this Agreement or otherwise related to the Service, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY will be deemed a waiver of the COUNTY'S rights to enforce any continuing obligations of the CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

H. Termination of Contractor's Responsibilities. This Agreement will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. The CONTRACTOR will then be released from further obligation except as set forth in this Agreement.

I. Recovery Rights Subsequent to Final Payment. The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of the CONTRACTOR be discovered after the final payment has been made, to claim and recover from the CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

6.19 Warranties.

A. All warranties express and implied, must be made available to the COUNTY for goods and services furnished under this Agreement. All goods furnished must be fully guaranteed by the CONTRACTOR against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided herein will be in addition to the warranty and do not limit any right afforded to the COUNTY by any other provision of a solicitation. CONTRACTOR shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the COUNTY. Any special conditions within the Scope of Work supersede the manufacturer's standard warranty where such conditions are most favorable to the COUNTY.

B. All warranties will begin on the date of the COUNTY'S acceptance and will last for a period of twelve (12) months unless otherwise specified in the Scope of Services, plans, or specifications. The CONTRACTOR shall obtain and assign to the COUNTY all express warranties given to the CONTRACTOR or any subcontractors by any material suppliers, equipment, or fixtures to be incorporated into the Service.

C. The CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the contract documents will be new unless otherwise specified, and that all work will be of good quality, free from defects and in conformance with the contract documents. The CONTRACTOR further warrants to the COUNTY that all materials and equipment furnished under the contract documents will be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers, or processors except as otherwise provided for the Agreement documents. This warranty requirement will remain in force for the full period identified above, regardless of whether the CONTRACTOR is still under contract at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law.

D. If sod is used as part of an individual Service, it will be warranted to be free of noxious and invasive weeds, disease, and insects. If pests or noxious weeds manifest themselves within sixty (60) days of placement of the sod, CONTRACTOR will treat the affected areas. The process for treating these areas will be approved by the COUNTY. If the sod does not meet any of the required specifications, CONTRACTOR will be responsible to replace it at no expense to the COUNTY. It will be the responsibility of CONTRACTOR to ensure the sod is sufficiently established as described as specified in the Scope of Services, plans, or specifications. This will include watering the sod on a regular basis as needed to keep it alive until established. Established will be considered as being sufficiently rooted, as determined by the COUNTY Project Manager, into the surface that it was installed. If the sod dies or does not become established CONTRACTOR will be responsible for the replacement at no cost to the COUNTY.

E. CONTRACTOR will be responsible for promptly correcting all apparent and latent deficiencies or defects in work, regardless of the project completion status, at no cost to the COUNTY, within five (5) calendar days after the COUNTY notifies CONTRACTOR of such deficiency either verbally or in writing. If CONTRACTOR fails to honor the warranty or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify CONTRACTOR in writing that CONTRACTOR may be debarred as a COUNTY vendor, and become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within five (5) calendar days of receipt of the notice. If CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place CONTRACTOR in default of its agreement and (b)

procure the products or services from another source and charge CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through either through a deduction from the final payment, a credit memorandum, or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

6.20 Liquidated Damages. If the deficiencies have been noted and the remedies have not been completed within the contracted time, COUNTY may send out a notification notifying CONTRACTOR of an assessment of liquidated damages. COUNTY and CONTRACTOR recognize that, since time is of the essence for this Agreement, COUNTY will suffer financial loss if the work is not completed within the time specified. COUNTY will be entitled to assess liquidated damages, not a penalty, for each calendar day. Work will be deemed to be completed on the date the work is considered complete to the satisfaction of COUNTY. CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the liquidated damages as a penalty. The Parties agree that the liquidated damages sum represents a fair and reasonable estimate of COUNTY'S actual damages at the time of contracting if CONTRACTOR fails to complete the work in a timely manner. The liquidated damages will be as set forth in the following table:

Service/Project Amount	Daily Charge (Per Calendar Day)
\$5,000 and under	\$25
Over \$5,000 but less than \$10,000	\$65
\$10,000 or more but less than \$20,000	\$91
\$20,000 or more but less than \$30,000	\$121
\$30,000 or more but less than \$40,000	\$166
\$40,000 or more but less than \$50,000	\$228
\$50,001 or more	\$250

COUNTY will retain from the compensation to be paid to CONTRACTOR the above-described sum. If CONTRACTOR is in default for not completing work within the time specified, COUNTY may require CONTRACTOR to stop work on any other project or service to COUNTY until the work specified in this Agreement is complete and the liquidated damages sum is satisfied.

6.21 Sanitation. If the Service does not involve interior work, the CONTRACTOR shall provide and maintain adequate sanitary conveniences for the use of persons employed for the Service. These conveniences will be maintained at all times without nuisance, and their use must be strictly enforced. The location of these conveniences will be subject to the COUNTY'S Project Manager's approval. All such facilities will be installed and maintained in accordance with applicable Federal, State, and local laws.

6.22 Submittals and Equal Products.

A. Submittals of products required for the Service assigned to the CONTRACTOR under this Agreement, must be supplied to the COUNTY for pre-approval prior to the start of the work. These documents must be provided to the COUNTY at least one (1) week before the installation.

B. If a product or service requested by the COUNTY for the Service has been identified in the specifications by a brand name, and has not been notated as a "No Substitute," item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. If the CONTRACTOR offers an alternate product or service for consideration, such product must be clearly identified by the CONTRACTOR to the COUNTY. The

COUNTY shall make a determination whether the alternate meets the salient characteristics of the specifications. An alternate product will not be considered for any item notated "No Substitute."

C. Unless the CONTRACTOR clearly indicates in its response that it is proposing an alternate product, the response will be considered as offering the same brand name referenced in the specifications. If the CONTRACTOR proposes to furnish an alternate product or service, the brand name of the product or service to be furnished must be clearly identified. A formal submittal for the alternate/shop drawings must be submitted. The evaluation of the alternate and the determination as to acceptability of the alternate product or service will be the responsibility of the COUNTY and will be based upon information furnished by the CONTRACTOR. The COUNTY will not be responsible for locating or securing any information which is not included in the CONTRACTOR's response. To ensure that sufficient information is available, the CONTRACTOR will furnish as part of the bid or proposal all descriptive material by providing the manufacturer specification sheets so the COUNTY can make an informed determination whether the product offered meets the salient characteristics required by the specifications. Failure to do so will require the use of the specified products.

6.23 Fees. The following is a list of fees that may be assessed to CONTRACTOR during the term of this Agreement. These fees are assessed to help offset the additional costs associated with the COUNTY'S labor and vehicle usage required for unnecessary inspections or missed appointments. The \$80.00 fee shown below is a re-inspection fee for uncorrected workmanship. The fee will be applied to the third inspection and for any subsequent inspections. Any re-inspection fee charged to the COUNTY by other agencies having jurisdiction over the Service, will additionally be charged back to CONTRACTOR. The fees, if any, will be deducted from the final invoices.

Missing scheduled appointments	\$70.00 each occurrence
Failure to respond to emergency calls	\$250.00 per day
Late to emergency calls	\$36.00 per hour
Inspected unacceptable workmanship	\$80.00 each inspection
Failure to provide any and all required documentation or reports	\$75.00 per day
Failure to pass all inspecting authority re-inspections (within 30 days of initial inspection)	\$250.00 per day

6.24 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

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

6.26 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies resulting from the services provided in this Agreement.

6.27 Business Hours of Operation. Unless otherwise specified in the technical specifications, all work performed must be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no work may be performed on Saturdays, Sundays, or County Holidays, unless permission to work has

been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the COUNTY. Request for permission to work must be received by the COUNTY no less than two (2) days prior to the requested workday. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in General Terms and Conditions, Section 3, Emergencies, would apply. County Holidays are as follows: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day.

Special schedules may be established, if necessary, because of problems with noise or similar difficulties affecting other COUNTY facilities, COUNTY operations, or citizens in homes or buildings/rooms adjacent to the work being completed. When the CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, the COUNTY may assess the CONTRACTOR the sum of Two Hundred Fifty and 00/100 Dollars (\$250.00) per COUNTY staff member per day for each Saturday, Sunday, or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

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

Furthermore, the CONTRACTOR shall repair or replace any portion of any of the COUNTY'S facility, whether interior or exterior, damaged by reason of the CONTRACTOR'S operation within the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, lessees, invitees, or agents of the COUNTY, including but not limited to personal items and furniture, must either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY. The CONTRACTOR shall re-grade and re-sod any areas that are disturbed by the CONTRACTOR during the course of the work being completed.

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

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

ARTICLE 7. SPECIAL TERMS AND CONDITIONS.

7.1 Termination.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) calendar days' written notice to the CONTRACTOR; but if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) calendar days' written notice, the COUNTY will reimburse the CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONTRACTOR'S breach of a material term of this Agreement, but only after the COUNTY has provided CONTRACTOR with ten (10) calendar days' written notice for the CONTRACTOR to cure the breach and the CONTRACTOR'S failure to cure the breach within that ten (10) day time period; but, if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

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

7.2 Shipping Terms, FOB Destination. The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: DESTINATION – Inside Delivery.

7.3 Insurance.

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

The Parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

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

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

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).

iv. Employers Liability with the following minimum limits and coverage:

Each Accident.....	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit.....	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance.

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

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. **A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.**

F. Certificate holder must be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such

deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

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

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

7.4 Indemnity. To the extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the CONTRACTOR or its employees, agents, servants, partners, principals, or subcontractors. The CONTRACTOR shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The CONTRACTOR expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the CONTRACTOR will in no way limit the responsibility to indemnify, keep and hold harmless and defend the COUNTY or its officers, employees, agents, and instrumentalities in this Agreement. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of the COUNTY as set forth in Section 768.28, Florida Statutes.

7.5 Independent Contractor. The CONTRACTOR, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this Agreement.

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

7.7 Conflict of Interest. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would

violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, the CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONTRACTOR conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

7.8 Similar or Ancillary Items. While the COUNTY has listed all major items which are utilized by COUNTY departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a COUNTY representative will contact the CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to the CONTRACTOR, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

7.9 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation.

7.10 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

A. If the CONTRACTOR provides technology services, the CONTRACTOR must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONTRACTOR'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONTRACTOR.

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

C. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the CONTRACTOR in performance of any work under this Agreement.

7.11 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than three (3) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

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

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

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

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Confidential and/or Exempt Information. The Service may include building plans, blueprints, drawings, and/or diagrams which are exempt from disclosure pursuant to Section 119.071(3), Florida Statutes. CONTRACTOR must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, CONTRACTOR will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONTRACTOR will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed. CONTRACTOR shall be responsible for ensuring that confidential and/or exempt information is provided to its subcontractors only when necessary to complete the Service and shall be responsible for ensuring that confidential and/or exempt information provided to its subcontractors is handled in a manner that preserves its confidentiality and/or exempt information nature. CONTRACTOR shall ensure that all materials provided to subcontractors are returned as required under this provision. CONTRACTOR must include confidentiality provisions no less stringent than those herein in its agreements with subcontractors.

7.12 Copyrights. Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

7.13 Force Majeure. The Parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other Party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

7.14 Minimum Wage. The wage rate paid to all laborers, mechanics, and apprentices employed by the CONTRACTOR for the work under the Agreement may not be less than the prevailing wage rates for similar classifications of work as established by the Federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article

X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

7.15 Lands for Work and Access Thereto. CONTRACTOR hereby represents to COUNTY that it is fully aware of the limits of land for access to the work site and for the site proper. No storage or equipment shall take place on private property unless the CONTRACTOR has a letter from the landowner authorizing the CONTRACTOR to do so. CONTRACTOR is responsible for obtaining any required temporary use permits prior to utilizing the private property. A copy of the letter shall be provided to the COUNTY. The CONTRACTOR shall supply the Project Manager any such letter before the equipment is placed there. The CONTRACTOR shall obtain from landowner any environmental permits and use permits, as applicable, and supply a copy thereof to the COUNTY.

The CONTRACTOR shall, absent written permission from a private property owner, confine all storage of materials, equipment, and the operations of workers to the project site and land and areas identified in and permitted by the contract documents. The CONTRACTOR shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. At the completion of the work, the CONTRACTOR shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, equipment, machinery, and surface materials and shall leave the project site clean. All service and supply operations shall be conducted outside the clear zone unless the CONTRACTOR has proper authorization and traffic control. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.

7.16 Drawings/Plans. If at any time the CONTRACTOR is supplied by the COUNTY or produces building drawings/documentation for construction or any other purpose, the CONTRACTOR shall not share, distribute, display, or in any other way transmit a copy of these plans without the consent of the COUNTY. If there is a need to allow another individual to view the plans, a written request (email is allowed) shall be submitted to the COUNTY'S Project Manager. A written response (email is allowed) from the COUNTY must be obtained before the plans can be released for viewing.

7.17 Assignment of Agreement. This Agreement may not be assigned except with the written consent of the COUNTY. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR. Additionally, unless otherwise stipulated in this Agreement, the CONTRACTOR shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

ARTICLE 8. MISCELLANEOUS PROVISIONS.

8.1 Governing Law, Venue, and Waiver of Jury Trial. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. THE CONTRACTOR, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

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

8.3 This Agreement will be binding upon and will inure to the benefit of each of the Parties and of their respective successors and permitted assigns.

8.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the Parties.

8.5 No Waiver. The failure of any Party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

8.6 Construction of Agreement. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

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

8.8 Compliance with Applicable Laws. The CONTRACTOR must at all times comply with all Federal, State and local laws, rules and regulations.

8.9 Negation of Agent or Employee Status. The employees of the CONTRACTOR will be considered at all times its employees and not an employee or agent of the COUNTY. The CONTRACTOR will provide employees capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable.

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

8.11 Certification Regarding Scrutinized Companies that Boycott Israel: The CONTRACTOR hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONTRACTOR further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

The CONTRACTOR, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business

operations in Cuba or Syria. The CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONTRACTOR further understands that any contract with the COUNTY for goods or services of \$1 million or more may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

8.12 Florida Convicted/Suspended Vendor Lists. By executing this Agreement CONTRACTOR affirms that it is not currently listed in the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

8.13 Discriminatory Vendor List (State funded projects). As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

8.14 Antitrust Violator Vendor List (State funded projects). As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

8.15 Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, CONTRACTOR shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONTRACTOR'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONTRACTOR shall provide the

required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.

8.16 Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where CONTRACTOR may have access to personal identifying information, CONTRACTOR certifies to the COUNTY by submitting its bid that (1) it is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in vendor; and (3) it is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

8.17 Social, political, or ideological interests. Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

8.18 Compliance with Human Trafficking Laws. Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. CONTRACTOR agrees to comply with laws related to human trafficking and shall provide the COUNTY with a signed affidavit, attached hereto as **Exhibit G** affirming compliance with human trafficking laws prior to the start of work under this Agreement.

8.19 Disadvantaged Businesses. The COUNTY has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The COUNTY encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

8.20 Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit contractors, contractor employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;
- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the Agreement;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

8.21 Prohibition against contingent fees. CONTRACTOR, by entering this Agreement, warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any consideration contingent upon or resulting from the award or making of this Agreement.

8.22 Non-Collusion. CONTRACTOR, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONTRACTOR in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

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

8.24 Subcontracting. Unless otherwise stipulated in the Solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

8.25 State Registration Requirements. The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Florida law, unless exempt from registration.

8.26 Continuation of Work. Any work that commences prior to and will extend beyond the expiration date of this Agreement, must, unless terminated by mutual agreement between COUNTY and CONTRACTOR, continue until completion without change to the then current prices, terms, and conditions.

8.27 Sovereign Immunity. COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against COUNTY, which would otherwise be barred under the law.

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

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

If to CONTRACTOR:

Bulldog Sitework, LLC
Naiara Petralanda, President
P.O. Box 490048
Leesburg, Florida 34749

If to COUNTY:

Lake County Manager
Lake County Administration Building
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

With a copy to:

County Attorney
Lake County Administration Building
315 West Main Street, Ste. 335
P.O. Box 7800
Tavares, Florida 32778

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

ARTICLE 9. SCOPE OF AGREEMENT.

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

9.2 This Agreement includes the following exhibits, all of which are incorporated in this Agreement:

Exhibit A (Composite)Scope of Services, Addenda, and Submittal Form (18 pages).

Exhibit B (Composite)Project Plans and Specifications (53 pages).

Exhibit CPricing Sheet (3 pages).

Exhibit D Concrete Pad & Sidewalk Pre-Pour Inspection/Approval (1 page).

Exhibit E (Composite) Contractor's Payment Affidavit and Final Payment Affidavit
(2 pages).

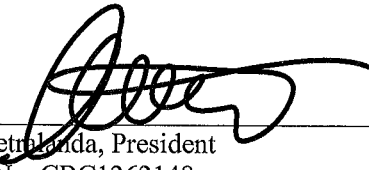
Exhibit F..... Performance and Payment Bond (7 pages).

Exhibit G..... Human Trafficking & Foreign Entities Affidavit (1 page).

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

CONTRACTOR

BULLDOG SITEWORK, LLC



Naiara Petrolanda, President
License No. CBC1262148

This 21st day of May, 2025.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione

Leslie Campione, Chairman

This 2nd day of July, 2025.

ATTEST:

Gary Cooney

Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



Approved as to form and legality:

Melanie Marsh 7/2/2025

Melanie Marsh
County Attorney

P.E.A.R. PARK IMPROVEMENTS PHASE #1

1. SCOPE OF WORK

A “qualified licensed contractor” (hereinafter “Contractor”) shall furnish all labor, materials, equipment, component/devices, transportation, fuel, supervision, surveying, permits, inspections, and all other incidentals necessary to complete all necessary work listed, all in accordance with all parts of this solicitation and bid documents provided for the P.E.A.R. Park located at 26701 US Hwy 27, Leesburg, FL 34748 (Alt. Key #1775094; PID # 24-20-24-0002-000-00200).

1.1. BASE BID:

Contractor is to provide complete, turn-key construction of a parking area described as “Phase 1” in the *P.E.A.R. Park Improvements Construction Plans*, prepared by OM Engineering Services, Inc., for Lake County. The scope of the work is specifically limited to Phase 1.

Construction of the Phase 1 improvements includes but is not limited to: permitting, site preparation; clearing and grubbing; demolition, including removal of the existing asphalt drive and concrete pipe culverts with mitered end sections (MES); grading; construction of stormwater system, including installation of concrete storm drain piping and MES, swales, ditches, and retention ponds; construction of parking lot using PaveDrain system for parking spaces and road, including embedded ring infiltrometer kit; concrete ribbon curbs; construction of asphalt road, construction of concrete sidewalks; installation of electrical conduits with pull strings/boxes for future lighting system; signing and pavement markings (thermoplastic); handicap parking space signs; and NPDES permit compliance, preparation of SWPPP, site inspection and documentation, and installation and maintenance of appropriate BMPs, including silt fence, inlet protection, etc.

2. CONTRACTOR RESPONSIBILITIES:

- 2.1. Contractor will be responsible for planning and providing perimeter site fencing and signage to ensure the safety and security of the site from the public, including park neighbors and visitors, children, and staff, during construction as well as after park hours. Park must remain open for public use during work.
- 2.2. Contractor is responsible for locating/identifying all utilities before starting construction; refer to *Utilities* section below for additional requirements. Contractor must take every precaution to avoid damage to any underground utilities. Contractor will be responsible for any damage caused to the existing utilities. In the event that Contractor or any of its subcontractors damage an existing utility, the Contractor will be responsible for the repair and must repair the same at its own cost.
- 2.3. No burning of trees allowed. Contractor will be responsible for removing and disposing of existing trees in a legal and proper manner as necessary for the construction of the proposed improvements.
- 2.4. Contractor shall be responsible for providing all necessary clean fill material, grading, and compaction to level site area before construction of proposed improvements.
- 2.5. Contractor must provide compaction test results demonstrating that subgrade has been compacted to 98% AASHTO T-180 prior to pouring concrete and construction of asphalt road.

P.E.A.R. PARK IMPROVEMENTS PHASE #1

- 2.6. Contractor must obtain Lake County Parks staff inspection approval prior to pouring concrete. Contractors shall submit the *Concrete Pad & Sidewalk Pre-Pour Concrete Inspection/Approval Form*, included in as part of the bid documents, to the Office of Parks and Trails for approval a minimum two (2) days before pouring concrete. **This inspection is in addition to inspection by the Building Inspector.**
- 2.7. Contractor to remove and relocate existing fencing and park signs/kiosks as necessary for the construction of proposed park improvements.
- 2.8. Contractor is responsible for debris/trash management and must provide a dumpster or remove all construction debris/discarded materials/trash daily. No discarded construction material shall be dumped or remain on site unless contained within a dumpster provided by the Contractor. Dumpsters shall be maintained to prevent overflow of debris.
- 2.9. Contractor is responsible for re-grading and re-sodding all areas impacted by construction of the new facilities. Contractor shall provide all sod required. No grass seeding allowed.
- 2.10. Lake County Parks and Water Resources has obtained Site Plan approval from the City of Leesburg. Parks and Water Resources will provide Contractor the approved site plan and any other document in electronic format only. If hard copies are needed, Contractor will be responsible for obtaining any hard copies directly from the engineering firm at Contractor's own expense.
- 2.11. Contractor shall read and be familiar with the Environmental Resource Permit (ERP) issued by the St Johns River Water Management District (SJRWMD) for the Project (Permit No. 120348-6), included as part of the solicitation package. Contractor must comply with all applicable ERP requirements.
- 2.12. Building permits are required for the proposed improvements. Refer to *Permit Requirements* section below for additional requirements.
- 2.13. Contractor will be required to provide a timeline/work schedule and a detailed cost breakdown (schedule of values) at the preconstruction meeting for review which shall be the base for all payment applications.
- 2.14. Final Payment: A Certificate of Completion/Occupancy issued by the City of Leesburg Building Department, (352) 728-9735, must be provided on or before submittal of the final payment application.

3. ACCEPTANCE

Lake County will review each installation to determine compliance prior to final acceptance of the work. Any work not installed in accordance with the plans and specifications and rejected by Lake County must be removed and replaced at the Contractor's expense.

4. CLEANING

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, soil, debris, and equipment. Any spoils created from this work must become the property of the Contractor and must be disposed of in a legal and proper manner.

5. FIELD CONDITIONS

It is the responsibility of the Contractor to verify all site conditions before they submit their bid. Verify and coordinate all work to field locations and dimensions. Contractor is responsible for the

P.E.A.R. PARK IMPROVEMENTS PHASE #1

installation of temporary construction fencing and signage to safely enclose the work area along with silt fencing for entire perimeter of site work.

6. INSTALLATION

6.1. Installation must be in accordance with the terms and conditions in this Invitation to Bid, construction documents provided, and as stated in the Scope of Work.

6.2. All work must meet all applicable Federal, State, and local building codes and must be performed by qualified licensed contractors in their respective areas (electrical, mechanical, plumbing, fire, etc.). The Contractor must complete all work per Construction Documents including the associated specifications.

7. LEAD TIME

Any long lead item must be ordered within one (1) week of issuance of project purchase order. Proof of purchase will be required.

8. PERMIT REQUIREMENTS

Contractor is responsible for obtaining all necessary building permits and inspection approvals and paying all related costs/fees for the work included under this solicitation. Contractor is responsible for obtaining directly from the engineering firm at their own expense, if needed, any necessary engineering drawings (CAD drawings, signed/sealed electronic plans or hard copies). Contractor must provide copies of all permits obtained by Contractor to Parks and Water Resources prior to the start of construction. Contractor is responsible for installing a Permit Posting Box Unit. Approved plans and permits must be available on site for the inspector. For questions regarding building permits and review processes please contact the City of Leesburg Building Department at (352) 728-9735.

9. PRODUCT HANDLING

Contractor is responsible for the proper packaging, shipping, handling, and storage of materials to be incorporated in the work, so as to ensure the preservation of the quality and fitness of the materials for proper installation as required by the contract documents. Products are to be delivered to the site in the manufacturer's container or packaging. Contractor shall provide the following: storage containers for materials as necessary; sufficient manpower and equipment necessary to off load equipment/materials at jobsite per scheduled deliveries; and dumpsters for cardboard waste and packing debris. Contractor must store materials in secure, weather-protected area and provide adequate security to protect delivered and stored products from theft, vandalism, or damage during the installation. Contractor is responsible for the return of all damaged products to manufacturer and the replacement of damaged items.

10. PROPERTY REPLACEMENT

Property at the site, including turf (rubber, sod), concrete pavement, asphalt, lime rock path, and fencing removed or relocated during the course of construction and any damage due to the work performed by Contractor, must be reinstalled, repaired or replaced before final payment is made.

11. SAFETY PRECAUTIONS

Contractor shall be responsible for initiating, maintaining, and supervising all safety related precautions in connection with the work throughout the contract term. Contractor must erect and maintain all reasonable safeguards for safety and protection, including posting danger signs and other warning signs against hazards. It is the responsibility of the Contractor to provide a safe environment for Contractor's employees, subcontractors, and all other users of the park, including

P.E.A.R. PARK IMPROVEMENTS PHASE #1

patrons and County staff, and must monitor and maintain fencing/barricades to ensure continued safety.

12. USE OF SITE

The Contractor must confine its operations at the site to areas permitted by law, ordinances, and permits. The Contractor must not unreasonably encumber the site with materials, equipment, or trailers. The Contractor shall not cause the site entrance to be blocked or otherwise prevent reasonable access to the site, other working and parking areas, completed portions of the work and/or properties, or storage areas. The Contractor will be given 24-hour notice by the County to remove or relocate any materials, equipment, or trailers improperly placed on the site. If Contractor fails to remove or relocate the items within the 24-hours provided, the County will remove the items at the Contractor's expense.

13. UTILITIES

Contractor is responsible for making appropriate contact to ensure utility locations have been marked prior to excavation and trenching. Call 811 before you dig (www.Sunshine811.com). The Contractor must protect all utilities (including irrigation) encountered while performing its work. The Contractor must exercise due care when excavating around utilities and must restore any damaged utilities, at its own expense, to the same condition or better as existed prior to start of work.

14. VENDOR SUBMITTAL

Submit product data/specifications and shop drawings electronically to Parks and Water Resources for review and approval for all items of work. All submittals are to be approved by the engineer/architect and/or Parks and Water Resources prior to Contractor delivering materials to job site and installation.

15. AS-BUILT PLANS

One (1) complete set of As-Built Plans (signed/sealed by a licensed professional) in hard copy and electronic format along with operation and maintenance manuals (if applicable) shall be supplied to the County upon completion of the work and before submitting final payment application.

16. WARRANTY AND GUARANTEES

Contractor must furnish Parks and Water Resources with a signed, minimum one (1) year warranty and maintenance program covering all systems from the date of final acceptance of the project by Lake County. The Contractor is responsible for securing warranties and guarantees for any materials, equipment, or fixtures to be incorporated into the project.

17. WORKMANSHIP

17.1. All furnishings described in this solicitation must be installed by qualified tradesman. All installation work and materials to be per manufacturer's specifications, or as directed by the Owner's Representative.

17.2. All work and materials are subject to the approval of the County.

17.3. All products must be inspected by the County for damage and chipped or marred finish. Contractor must replace any damaged or rejected products at no additional cost to the owner. The owner's representative may at his option authorize acceptance of chipped or scratched painted surfaces repaired by Contractor at their own risk.

18. EQUAL" PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA

P.E.A.R. PARK IMPROVEMENTS PHASE #1

- 18.1. Vendors must submit any equivalent request two (2) weeks prior to bid opening. Failure to submit timely will make equivalent submittal non-responsive.
- 18.2. The manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated elsewhere in this solicitation.
- 18.3. This specific solicitation requires submission of the following documentation to enable County evaluation of "equal" products:
- _____ : Product Information Sheets
 - _____ : Product Samples with Initial Offer
 - _____ : Product Samples Upon Specific Request
 - _____ : Product Labels
 - _____ : Performance Test Results
- 18.4. If an "equal" product may be considered by the County in accordance with this solicitation, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an "or equal" item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal. For product information submittals, all supporting documentation submitted by the vendor must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the vendor shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.
- 18.5. If samples of all "or equal" items bid are required for evaluation, such items are to be provided at no cost to the County, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.
- 18.6. For "equal" products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification and ingredients for each "or equal" item offered. Failure to meet this requirement may result in your offer being rejected.
- 18.7. The County shall be sole judge of equivalence, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the County's Bid/Proposal Submission Form are the only products that will be accepted under this solicitation.

[The remainder of this page intentionally left blank]



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: P.E.A.R PARK IMPROVEMENTS PHASE #1

09/04/2024

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

1. Question: I am unable find construction plans for the retaining wall and required footing. Has a plan been generated? Please clarify phase 1 scope, maybe with a site plan that shows only Phase 1.

Response: Phase 1 Scope: Refer to Exhibit D - Construction Plans, sheet C-8 showing Phase 1 limits.

2. Question: It appears the proposed pickle ball courts are in Phase 2 and the proposed tennis courts are in Phase 4.

Response: This bid is for Phase 1 only, pickleball courts and tennis courts will be included on a separate bid under Phase 2 and 4 respectively.

3. Question: Can you confirm that's all that needs to be Bid for Phase 1 is "the installation of electrical conduits with pull strings/boxes for future lighting system", per specs.

Response: Confirmed, GC/EC to furnish & install (bid) pull boxes, empty conduits with pull strings only for future parking lot site lighting in phase 1. Refer to sheet C-32 additional notes and C-33 note #5.

4. Question: Confirm that H-Frame, Utility service "A" and "B" and equipment will be on another phase of the project and not part of Phase 1.

Response: Confirmed, Load Center "A" & Load Center "B" shall be bid under separate contract per Lake County.

5. Question: Are we quoting to supply and install all lighting?

Response: No. All site parking lot and MUSCO Lighting (courts) which includes fixtures, poles, controls, circuiting and electrical distribution systems service shall be bid under separate contract per Lake County.

ADDENDUM NO. 1

24-946

6. Question: Are there Details for the SLC "MUSCO" light/Poles or will MUSCO do the install and we just need to provide power

Response: MUSCO Lighting shall be bid under separate contract per Lake County at which time additional details shall be provided.

7. Question: Who will supply "A" and "B" Lighting Cabinets

Response: Lighting cabinets and electrical distribution systems for lighting shall be bid under separate contract per Lake County at which time they shall be furnished & installed by GC/EC.

8. Question: Please clarify Phase 1 scope, maybe with a site plan that shows only Phase 1.

Response: Phase 1 Scope: Refer to Exhibit D - Construction Plans, sheet C-8 showing Phase 1 limits. Also refer to Exhibit A - Scope of Work, Section 1.1 Base Bid for work included under this bid for Phase 1.

9. Question: Is there a bid bond requirement, if so, how much?

Response: There is no bid bond requirement, only a Performance and Payment Bond requirement for the awarded contractor, as noted in Exhibit G.

10. Question: References form disallows FDOT references, given that this is a site and parking lot project what type of contractor is being solicited, only those who do not primarily perform work for FDOT?

Response: Any contractor licensed for the work.

11. Question: Is the project's completed submittal requirement specifically park projects or is the construction of roadways and grading work acceptable?

Response: Either

12. Question: There are no buildings in Phase 1, what building permits will be required as stipulated in Scope of Work Item 2.12

Response: There are no buildings included in Phase 1. However, per previous conversations with the City of Leesburg Building Department, a building permit is required. Please contact the City of Leesburg Building Department at (352) 728-9735 for confirmation. Note that Phase 1 includes the installation of pull boxes and lighting conduit with pull strings at the base of poles and locations indicated on plans for future installation of poles and lighting fixtures, this may have triggered the requirement of a building permit.

13. On what scope of work will a certificate of occupancy be required as stipulated in the scope of work item 2.14?

Response: A Certificate of Completion will be required for the overall work included under Phase #1.

14. Question: Scope of Work Item 2.7 requires removal and relocation of existing fence and park signs. I do not see that work outlined on the plans for phase 1. Where is the fencing being relocated to and how much of it. Which signs are getting relocated?

ADDENDUM NO. 1

24-946

Response: No fencing or signs are being proposed in the plans to be relocated, however, Contractor will be responsible to verify all site conditions before submitting their bid (refer to Scope of Works Item #5, FIELD CONDITIONS) and determine which existing fencing and park signs/kiosks will need to be removed and relocated as necessary for the construction of proposed park improvements.

15. Question: Scope of Work Item 8 Permit Requirements states that if any engineering drawings are needed by the Contractor, they will be available at the Contractors expense. How many sets, if any, will be provided to the contracted bidder? How much will sets from the engineer cost?

Response: No hard copies of any documents will be provided to the contractor. Please refer to Scope of Work, Item #2.10, which indicates that "Parks and Water Resources will provide Contractor the approved site plan and any other document in electronic format only". Per the engineering firm, "Outside copying & printing services will be billed at cost".

16. Question: Scope of work Item 9- Product Handling requires that materials be stored in secure, weather protected areas and secured. The scope of this project and the materials involved do not lend themselves to weather protected, secured storage. Can the contractor take responsibility for the security and handling of the materials at their risk without a weather protected storage system and maintain compliance with the contract?

Response: Yes.

17. Question: General Conditions-Subcontracting Stipulates the contractor shall not subcontract any portion of the work without prior consent from the county... unless stipulated elsewhere. Does the County intend that the contract be 100% self-performed by the successful bidder? Is the county merely seeking to approve subcontractors or is the county intending that there not be any? It is important to know prior to pricing.

Response: No, is not the County's intent that the contract be 100% self-performed by the successful bidder. The Contractor is to obtain County consent prior to subcontracting any portion of the work. Please also refer to Exhibit C - General Terms and Conditions, PRIME CONTRACTOR, regarding subcontractors.

18. Question: What type of licensing is being sought for the prime contractor?

Response: A General Contractor's License is required. Please contact the City of Leesburg Building Department at (352) 728-9735 for confirmation or additional information.

ACKNOWLEDGEMENT

Firm Name: BULLDOG SITEWORK LLC.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid:

Date: 9/13/2024

Print Name: NAIARA PETRALANDA



ADDENDUM NO. 1

24-946

Title: PRESIDENT

Primary E-mail Address: naiara@bulldogsitework.com

Secondary E-mail Address: admin@bulldogsitework.com



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: P.E.A.R PARK IMPROVEMENTS PHASE #1

09/05/2024

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES


1. Question: Will the County make the CADD files available to facilitate quantity estimating for the bid?

Response: Refer to Scope of Work, item #8, PERMIT REQUIREMENTS, which indicates "Contractor is responsible for obtaining directly from the engineering firm at their own expense, if needed, any necessary engineering drawings (CAD drawings, signed/sealed electronic plans or hard copies)".

ACKNOWLEDGEMENT

Firm Name: BULLDOG SITEWORK LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid:  Click here to enter text.

Date: 9/13/2024

Print Name: NAIARA PETRALANDA

Title: PRESIDENT

Primary E-mail Address: naiara@bulldogsitework.com

Secondary E-mail Address: admin@bulldogsitework.com



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: P.E.A.R PARK IMPROVEMENTS PHASE #1

09/16/2024

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

**THIS ADDENDUM CHANGES THE DATE FOR RECEIPT OF PROPOSALS TO
SEPTEMBER 24, 2024 @ 3:00PM(EST)**

QUESTIONS/RESPONSES

1. Question: Can the County please provide plans that are not locked so that take offs can be accomplished and plan sheets can be separated for bid packages.
2. **Response:** A link to access the unlocked bid set will be posted online with the bid documents via this link: [PEAR-PARK-100%-PLANS-IFC-BID_2024-05-01-Unlocked \(1\).pdf](#)

3. Question: Can you please provide project Specifications Manual.

Response: Specifications for Phase 1 Scope of Work are included within plans.

4. Question: The project is for Phase 1, but Ingress/Egress is through Phase 3. Has Phase 3 already been awarded and will be constructed prior to Phase 1?

Response: Access to the construction site for Phase 1 will be through Phase 3 via US 27. Phase 3 will be bid under a separate contract and not be constructed prior to phase 1.

5. Site lighting electrical for Phase 1 is fed from and controlled by a location in Phase 3. Please explain.

Response: Parking Lot Site Lighting is feed from A-1, refer to sheet C-33.

ACKNOWLEDGEMENT

Firm Name: BULLDOG SITEWORK LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid:

ADDENDUM NO. 3

24-946

Date: 9/24/2024

Print Name: NAIARA PETRALANDA

Title: PRESIDENT

Primary E-mail Address: naiara@bulldogsitework.com

Secondary E-mail Address: admin@bulldogsitework.com



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: P.E.A.R PARK IMPROVEMENTS PHASE #1

09/18/2024

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS

QUESTIONS/RESPONSES

1. Question: Phase 1 is shown as ending at the edge of the concrete walk path. This walk path is 6" thick and will stick above the existing grade. Do you want the edge left exposed or do you want a transition back to the existing grade? If so, how? We could feather the asphalt over 20 or so feet to make a smooth transition, or a short 5' speed bump type transition? Optionally, we could construct a portion of the future road so the temporary transition wouldn't have to be torn out and redone later.
2. **Response:** Construct 10 ft of future roadway, then a 5 ft temp. transition zone of asphalt. 5 ft zone drops 0.25' (3") +/- from prop. road to exist. road = 5% slope.



ACKNOWLEDGEMENT

Firm Name: BULLDOG SITEWORK LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid:

Date: 9/24/2024

Print Name: NAIARA PETRALANDA

Title: PRESIDENT

Primary E-mail Address: naiara@bulldogsitework.com

Secondary E-mail Address: admin@bulldogsitework.com



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: P.E.A.R PARK IMPROVEMENTS PHASE #1

09/20/2024

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS


QUESTIONS/RESPONSES

1. Question: "Is there any additional specification or brand name for the Embedded Ring Infiltrometer Kit."
2. Response: No, there are no brand name manufacturers for the ERIK's. They are to be field fabricated and installed utilizing 6" Schedule 40 PVC pipe and fittings as indicated in the details of the approved plans. Additional general reference information is provided in the two (2) attachments from the UCF Stormwater Management Academy which is the basis for the ERIK designs in the approved plans. Installation of the ERIK's to be coordinated and verified with permeable paver manufacturer as needed to ensure proper installation.

ACKNOWLEDGEMENT

Firm Name: BULLDOG SITEWORK LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: 

Date: 9/24/2024

Print Name: NAIARA PETRALANDA

Title: PRESIDENT

Primary E-mail Address: naiara@bulldogsitework.com

Secondary E-mail Address: admin@bulldogsitework.com

The undersigned hereby declares that: BULLDOG SITEWORK LLC. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to furnish **P.E.A.R PARK IMPROVEMENTS PHASE #1** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will commence upon the related Notice to Proceed. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County's preferred method for invoice payment is electronic remittance of invoices via virtual payment cards (ePayables) instead of paper checks. Contractor is encouraged to adopt the County's electronic payment option. ePayables is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the County's obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers.

Vendor requests more information about accepting ePayables for payment: Yes

Vendor accepts MasterCard for payment: No.

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. I have reviewed and accept. NP

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? No. NP

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. There is no conflict of interest. NP

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. Vendor will comply with Florida Statutes regarding background investigations. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. I accept. NP

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) DBE and Woman & Minority Business..

and enter OSD Certification Number Click or tap here to enter text.
and enter effective date May 2024 to date May 2025.

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT

N/A

10.0 LOCAL VENDOR PREFERENCE – N/A**11.0 GENERAL VENDOR INFORMATION**

Firm Name: BULLDOG SITEWORK LLC

Street Address: P.O. BOX 490048

City: LEESBURG State and ZIP Code: 34749

Mailing Address (if different): Click or tap here to enter text.

Telephone: 3522674664

Purchase Order Email Address: naiara@bulldogsitework.com

Federal Identification Number / TIN: 82-2541248

12.0 SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all

ATTACHMENT 1 – SUBMITTAL FORM

24-946

terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: Naiara Petralanda

Date: 9-13-2024

Print Name: Naiara Petralanda

Title: President

Primary E-mail Address: naiara@bulldogsitework.com

Secondary E-mail Address: admin@bulldogsitework.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PETRALANDA, NAIARA

BULLDOG SITEWORK, LLC
609 HWY 466
LADY LAKE FL 32159

LICENSE NUMBER: CBC1262148

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

BULLDOG SITEWORK LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

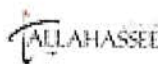
APPROVED NAICS CODES:

237110, 238110, 238120, 238130, 238140, 238190, 238910, 238990

Dwayne Moore

DBE & Small Business Development Manager

Florida Department of Transportation



ANNIVERSARY DATE – Annually on May 3

The Florida Department of Transportation (Department) has certified, BULLDOG SITEWORK LLC under the Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE), in accordance with Title 49 Part 26, Code of Federal Regulations (CFR).

DBE Certification does not expire. It is contingent upon the firm maintaining eligibility annually through this office. We will notify Owners of their responsibilities in advance of the anniversary date.

We have listed the firm in the Florida's DBE Certification Directory, found at the following link: <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory>

Prime contractors and consultants must verify the firm's DBE certification status, and identify eligible work area(s) through the Directory. The Department makes available DBE Support Service Providers, offering managerial and technical assistance at no cost.

Contact us at (850) 414-4747 or via email DBECert.Help@dot.state.fl.us with your questions or concerns. Thank you.

Dwayne Moore
DBE & Small Business Development Manager
Equal Opportunity Office

State of Florida

Woman & Minority Business Certification

Bulldog Sitework LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

May 28, 2022 to May 28, 2024



J. Todd Inman
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd



**AFFIDAVIT OF COMPLIANCE WITH SECTION 288.0071, FLORIDA STATUTES,
ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN**

Before me, a notary public, in and for the State of Florida - at large, personally appeared, Naiara Petralanda, and having first made due oath or affirmation, states:

1. My name is NAIARA PETRALANDA
(Write Name Here)
2. I am the PRESIDENT of BULLDOG SITEWORK LLC
(Insert Job Title) (Insert Company Name)
3. The Company was formed in LAKE, FL and is a LLC, S-CORP
(Country and State) (Insert the Type of Entity: LLC, Inc., etc.)
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit
5. I affirm that the Company is not:
 - a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where "controlled by" means having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or
 - b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signed and Delivered on this 14TH day of September, 2024.

BY:

[Signature]
Signature of Affiant

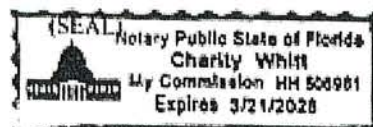
NAIARA PETRALANDA
Printed Name

STATE OF FLORIDA
COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this
14TH day of September, 2024, by Naiara Petralanda

Personally Known OR Produced Identification
Type of Identification Produced _____

[Signature]
(Notary Signature)



COMPOSITE EXHIBIT B



PEAR PARK IMPROVEMENTS
LEESBURG, LAKE COUNTY,
FLORIDA
(CONTRACT PLANS)

SHEET LIST TABLE	
Sheet Number	Sheet Title
C-1	COVER SHEET
C-2	GENERAL NOTES
C-3	TYPICAL SECTIONS (1 OF 3)
C-4	TYPICAL SECTIONS (2 OF 3)
C-5	TYPICAL SECTIONS (3 OF 3)
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C-7	SITE PLAN - EXISTING (2 OF 2)
C-8	SITE PLAN - OVERALL
C-9	SITE PLAN - PROPOSED (1 OF 2)
C-10	SITE PLAN - PROPOSED (2 OF 2)
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C-14	PROFILE SHEET - ROAD B
C-15	PROFILE SHEET - SOUTH SIDEWALK
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C-17	PAVING, GRADING, & DRAINAGE PLAN (2 OF 2)
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C-19	CONSTRUCTION DETAILS (2 OF 3)
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C-20B	DRAINAGE SECTIONS - PAVERS (2 OF 2)
C-21	EROSION & SEDIMENTATION CONTROL PLAN (1 OF 2)
C-22	EROSION & SEDIMENTATION CONTROL PLAN (2 OF 2)
C-23	EROSION & SEDIMENTATION CONTROL PLAN NOTES
C-24	STORMWATER POLLUTION PREVENTION NOTES (1 OF 3)
C-25	STORMWATER POLLUTION PREVENTION NOTES (2 OF 3)
C-26	STORMWATER POLLUTION PREVENTION NOTES (3 OF 3)
C-27	TREE REMOVAL PLAN (1 OF 2)
C-28	TREE REMOVAL PLAN (2 OF 2)
C-29	SIGNING AND PAVEMENT MARKING PLAN (1 OF 2)
C-30	SIGNING AND PAVEMENT MARKING PLAN (2 OF 2)
C-31	SIGNING AND PAVEMENT MARKING DETAILS
C-32	GENERAL NOTES - LIGHTING
C-33	LIGHTING PLAN (1 OF 2)
C-34	LIGHTING PLAN (2 OF 2)
C-35	LIGHTING DETAILS (1 OF 5)
C-36	LIGHTING DETAILS (2 OF 5)
C-37	LIGHTING DETAILS (3 OF 5)
C-38	LIGHTING DETAILS (4 OF 5)
C-39	LIGHTING DETAILS (5 OF 5)

GOVERNING STANDARDS & SPECIFICATIONS:

CITY OF LEESBURG STANDARD DETAILS, REVISED OCTOBER 2012.

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION, FY2023-24 AND APPLICABLE INTERIM REVISIONS.

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, FY2023-24

APRIL 2024



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Civil • Structural • Mechanical

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CLIENT INFO:
LAKE COUNTY
OFFICE OF
PARKS AND TRAILS
2401 WOODLEA ROAD,
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FLORIDA 32778

PEAR PARK
IMPROVEMENTS
LEESBURG,
LAKE COUNTY,
FLORIDA

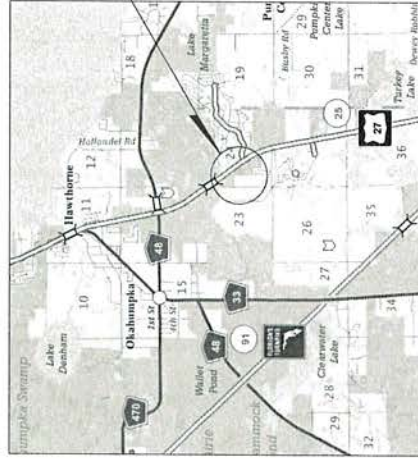
COVER SHEET

SUBMITTALS

DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-31-2024	LEESBURG APPROV.
04-30-2024	LAKE CO. BID/IFC

LAKE COUNTY CONTRACT NO.
21-09188

SHEET NO. C-1



0 2000 4000 FEET
1" = 2000'

LOCATION MAP



PEAR PARK PROJECT LOCATION

DAVID R. BORYS, P.E., CFM
IN ENGINEERING SERVICES, INC.
621 E. WASHINGTON STREET, SUITE 8
ORLANDO, FL 32801
CERTIFICATE OF AUTHORIZATION 26637

SEAL & SIGNATURE



David R Borys

SEAL & SIGNATURE



Nimesh J
Bhavsar
Digitally signed
by Nimesh J
Bhavsar
Date: 2024.05.02
12:42:05 -0400

NIMESH BHAVSAR, P.E.
IN ENGINEERING SERVICES, INC.
621 E. WASHINGTON STREET, SUITE 8
ORLANDO, FL 32801
CERTIFICATE OF AUTHORIZATION 26637

THE ABOVE NAMED ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING
SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.
ELECTRICAL AND LIGHTING DESIGN
SHEETS C-32 THROUGH C-39

PLANS PREPARED BY:

ON ENGINEERING SERVICES, INC.
621 E. WASHINGTON STREET, SUITE 8,
ORLANDO, FLORIDA 32801

NOTE:

THE SCALE OF THESE PLANS MAY HAVE CHANGED
DUE TO REPRODUCTION. PLAN SHEETS SCALES
PROVIDED IN THE PLANS ARE ONLY APPLICABLE
FOR 24"x36" SHEETS

[illegible]



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TAVARES,
FLORIDA 32778

ENGINEER OF RECORD:
DAVID R. BORYS, PE, CFM
FL. REG. NO. 75372



PEAR PARK
IMPROVEMENTS
LEESBURG,
LAKE COUNTY,
FLORIDA

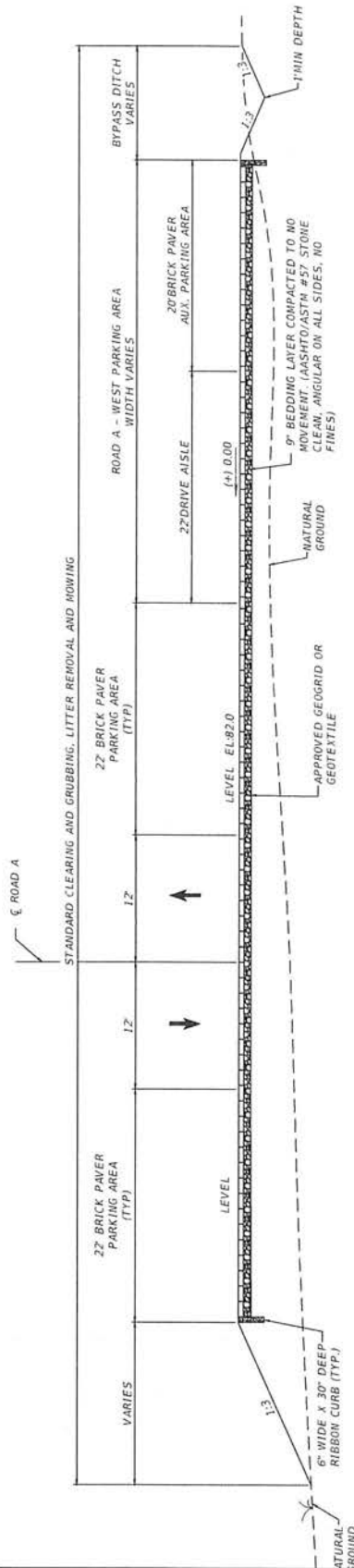
TYPICAL SECTIONS
(1 OF 3)

SUBMITTALS

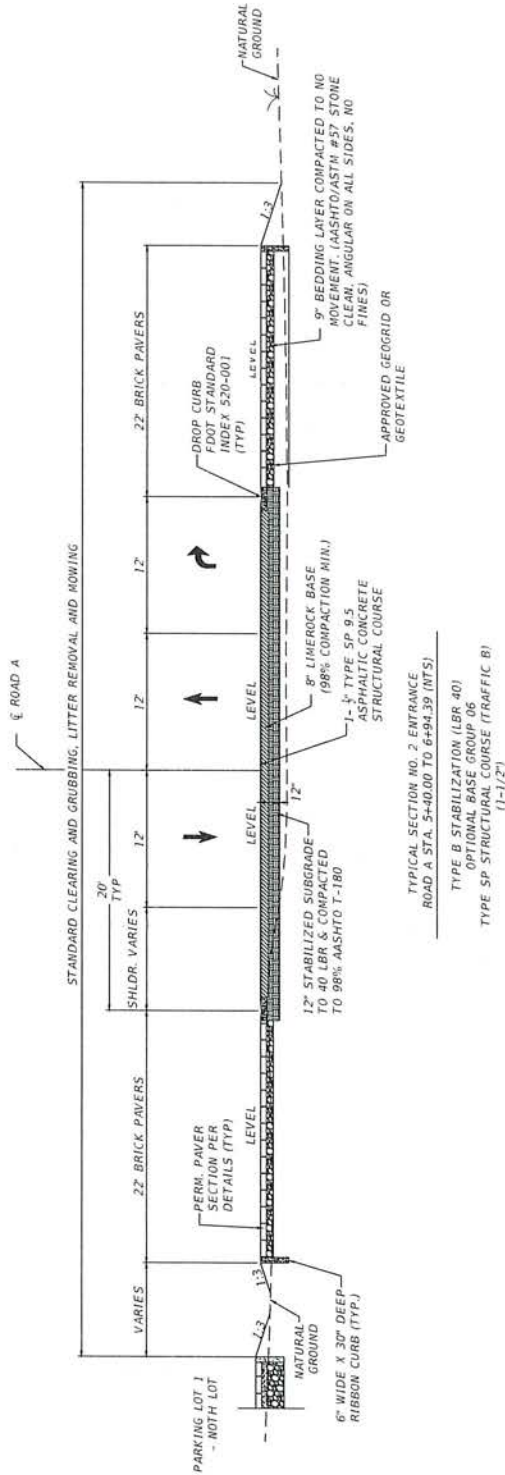
DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV.
04-30-2024	LAKE CO. BID/IFC

SCALE: 1"=5'

SHEET NO. C-3



TYPICAL SECTION NO. 1 WEST PARKING AREA
ROAD A STA. 1+00.00 TO 3+00.00 (NTS)



TYPICAL SECTION NO. 2 ENTRANCE
ROAD A STA. 5+40.00 TO 6+94.39 (NTS)

TYPE B STABILIZATION (LBR 40)

OPTIONAL BASE GROUP 06

TYPE SP STRUCTURAL COURSE (TRAFFIC B)

(1-1/2")

NOTE: ALL BRICK PAVEMENT AREAS AS CALLED OUT IN TYPICAL SECTIONS AND PLANS ARE PERMEABLE BRICK PAVEMENTS WITH UNDERLYING AGGREGATE SECTIONS FOR STORMWATER STORAGE AND INFILTRATION.



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ENGINEER OF RECORD:
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FL REG. NO. 75372



**PEAR PARK
IMPROVEMENTS**

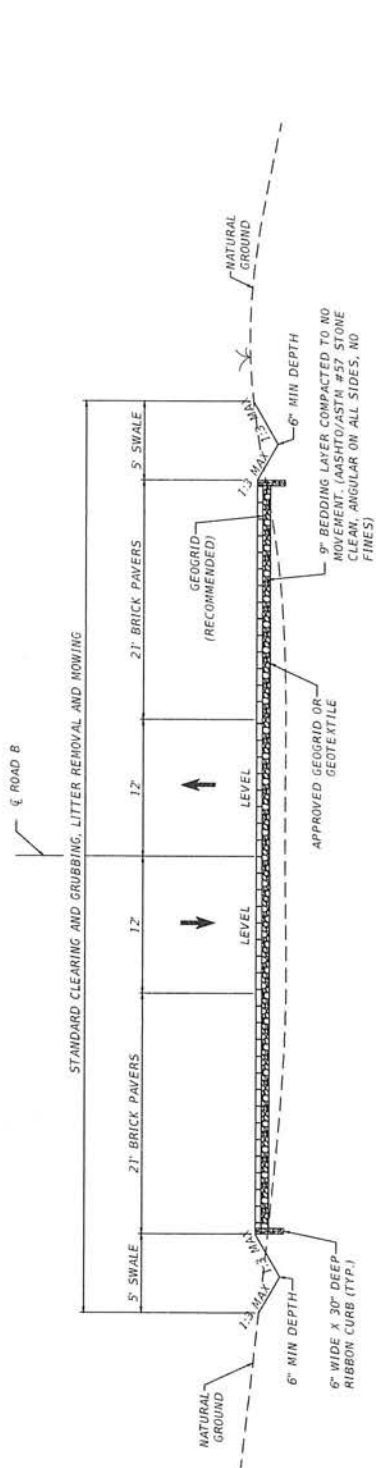
LEESBURG,
LAKE COUNTY,
FLORIDA

**TYPICAL SECTIONS
(2 OF 3)**

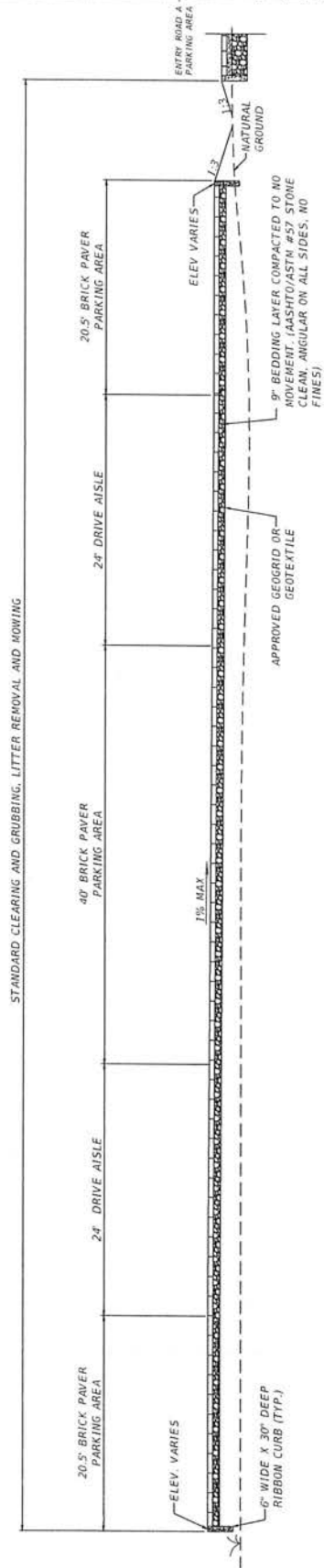
SUBMITTALS	
DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV
04-30-2024	LAKE CO. BID/IFC

SCALE: 1"=5'

SHEET NO.	C-4
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TYPICAL SECTION NO. 3
ROAD B (LEFT) STA. 0+73.38 TO 2+93.89 (RIGHT)
TYPE B STABILIZATION (LBR-40)
OPTIONAL BASE GROUP OR
TYPE SP STRUCTURAL COURSE (TRAFFIC B)
(11-1/2")



TYPICAL SECTION NO. 4
TYPICAL PARKING LOT 1 - NORTH LOT (NTS)
(LOOKING NORTHEAST)
REFER TO GRADING PLAN FOR ADDITIONAL INFORMATION

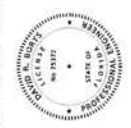
NOTE: ALL BRICK PAVEMENT AREAS AS CALLED OUT IN TYPICAL SECTIONS AND PLANS ARE PERMEABLE BRICK PAVEMENTS WITH UNDERLYING AGGREGATE SECTIONS FOR STORMWATER STORAGE AND INFILTRATION.



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FL. REG. NO. 75372



**PEAR PARK
IMPROVEMENTS**

LEESBURG,
LAKE COUNTY,
FLORIDA

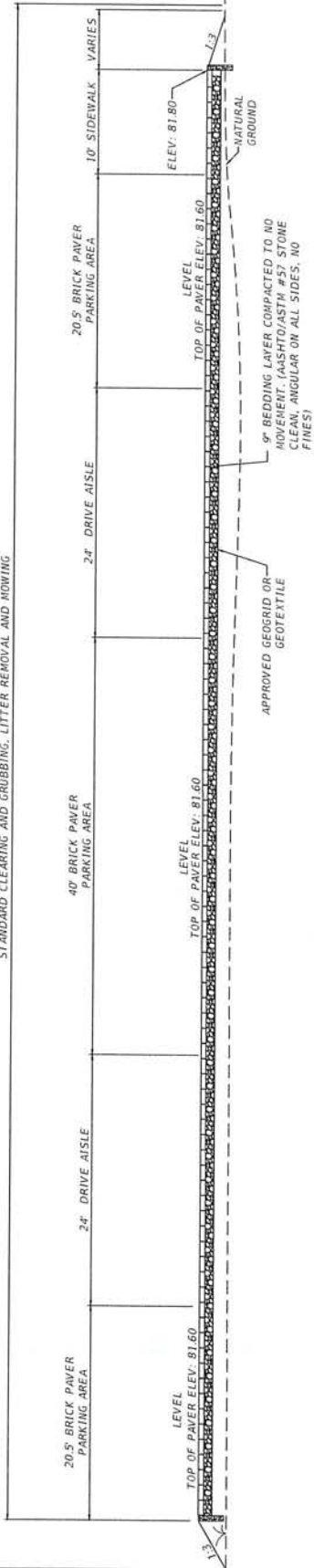
**TYPICAL SECTIONS
(3 OF 3)**

SUBMITTALS	
DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV.
04-30-2024	LAKE CO. BID/IFC

SCALE: 1"=5'

SHEET NO. C-5

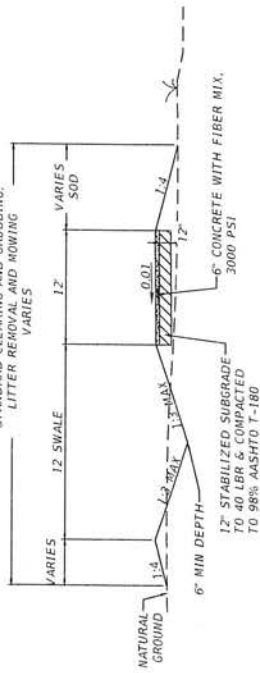
STANDARD CLEARING AND GRUBBING, LITTER REMOVAL AND MOWING



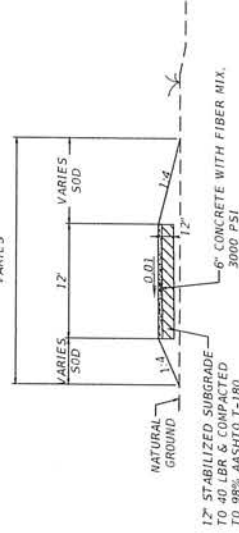
TYPICAL SECTION NO. 5
(LOOKING NORTHEAST)
TYPICAL SOUTH PARKING AREA (NTS)

REFER TO GRADING PLAN FOR ADDITIONAL INFORMATION

STANDARD CLEARING AND GRUBBING,
LITTER REMOVAL AND MOWING
VARIES



TYPICAL SECTION NO. 6
SOUTH SIDEWALK (NTS)



TYPICAL SECTION NO. 7
SIDEWALK CONNECTING COURTS AND PAVILIONS (NTS)

NOTE: ALL BRICK PAVEMENT AREAS AS CALLED OUT IN TYPICAL SECTIONS AND PLANS ARE PERMEABLE BRICK PAVEMENT WITH UNDERLYING AGGREGATE SECTIONS FOR STORMWATER STORAGE AND INFILTRATION.



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ENGINEER OF RECORD:
DAVID R. BORYS, P.E., CFM
FL. REG. NO. 75372



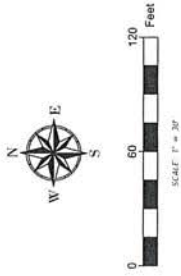
PEAR PARK
IMPROVEMENTS
LEESBURG,
LAKE COUNTY,
FLORIDA

SITE PLAN - EXISTING
(1 OF 2)

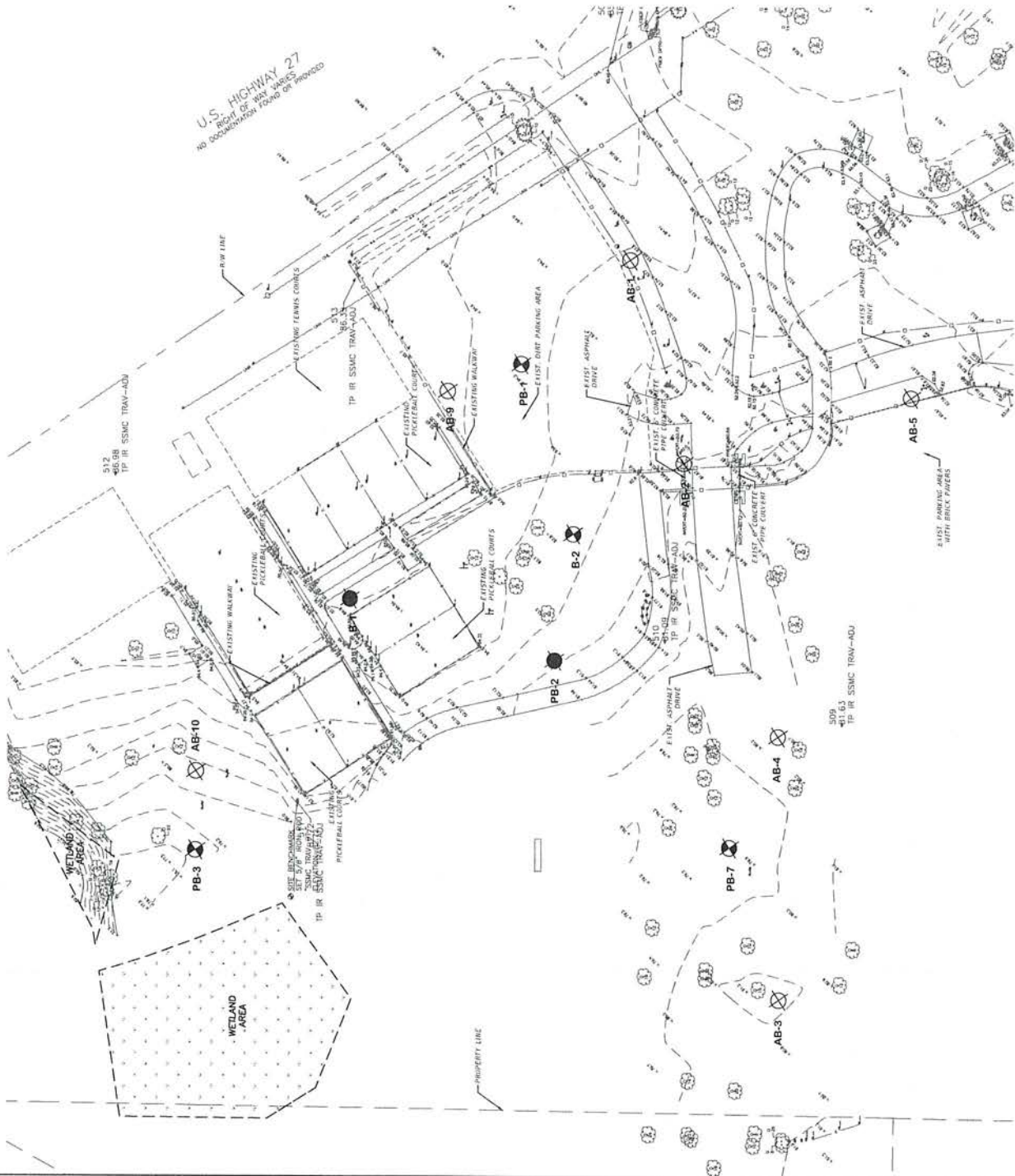
SUBMITTALS	
DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV.
04-30-2024	LAKE CO. BID/IFC

SCALE: 1" = 30'

SHEET NO. C-6



U.S. HIGHWAY 27
RIGHT OF WAY LINES
NO DISSEMINATION FORD OR PROVIDED



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2401 WOODLEA ROAD,
TAVARES,
FLORIDA 32778

ENGINEER OF RECORD:
DAVID R. BORYS, PE, CFM
FL. REG. NO. 75372



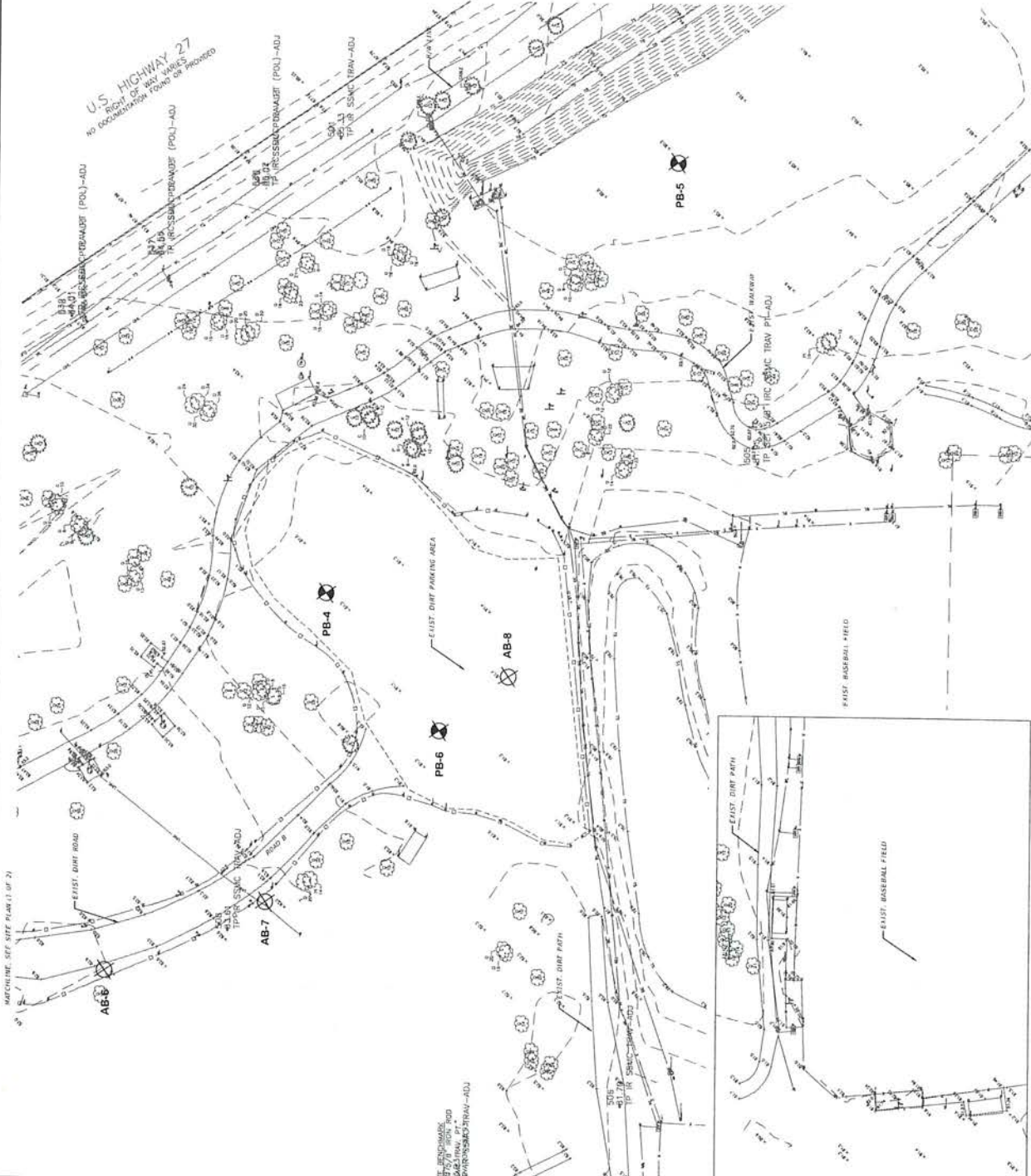
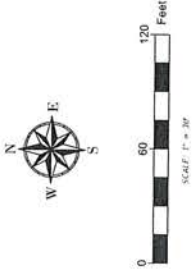
PEAR PARK
IMPROVEMENTS

SITE PLAN - EXISTING
(2 OF 2)

SUBMITTALS	DATE	DESCRIPTION
	12-27-2023	ERP APPROVAL
	03-11-2024	LEESBURG APPROV
	04-30-2024	LAKE CO. BID/IFC

SCALE: 1" = 50'

SHEET NO.



SITE PLAN EXISTING

5/1/2024 3:23:53 PM

David

Page 17 of 17

Before 1990

[illegible]

11. *Staphylococcus aureus*

10



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TAVARES,
FLORIDA 32778

ENGINEER OF RECORD:
DAVID R. BORG, P.E., CFM
FL REG. NO. 75372



PEAR PARK
IMPROVEMENTS
LEESBURG,
LAKE COUNTY,
FLORIDA

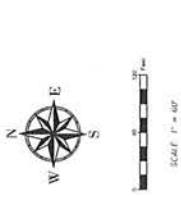
SITE PLAN - OVERALL

SUBMITTALS

DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV.
04-30-2024	LAKE CO. BID/IFC

SCALE: 1" = 60'

SHEET NO. C-8



- NOTES:
1. TOTAL NUMBER OF REGULAR PARKING SPACES: 1,130
 2. TOTAL NUMBER OF HANDICAP PARKING SPACES: 13

- LEGEND:
1. CONC/GRF
 2. PERVIOUS
 3. ASPHALT
 4. CONSTRUCTION PHASE LINE

PROJECT NO.	24-0000
ALTERNATE NO.	0000
PROPERTY NAME	LAKE COUNTY PEAR PARK
PROPERTY LOCATION	US HWY 27, LEESBURG, FL 34748
FUTURE LAND USE CATEGORY	RECREATION AND CONSERVATION
PRESENT USE OF PROPERTY	PUBLIC PARK
PROPOSED USE OF PROPERTY	PUBLIC PARK



SITE PLAN

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2401 WOODLEA ROAD,
TAVARES,
FLORIDA 32778

ENGINEER OF RECORD:
DAVID R. BORYS, P.E., CFM
FL. REG. NO. 75572



PEAR PARK
IMPROVEMENTS
LEESBURG,
LAKE COUNTY,
FLORIDA

SITE PLAN - PROPOSED
(1 OF 2)

SUBMITTALS	
DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV.
04-30-2024	LAKE CO. BID/IFC

SCALE: 1" = 50'

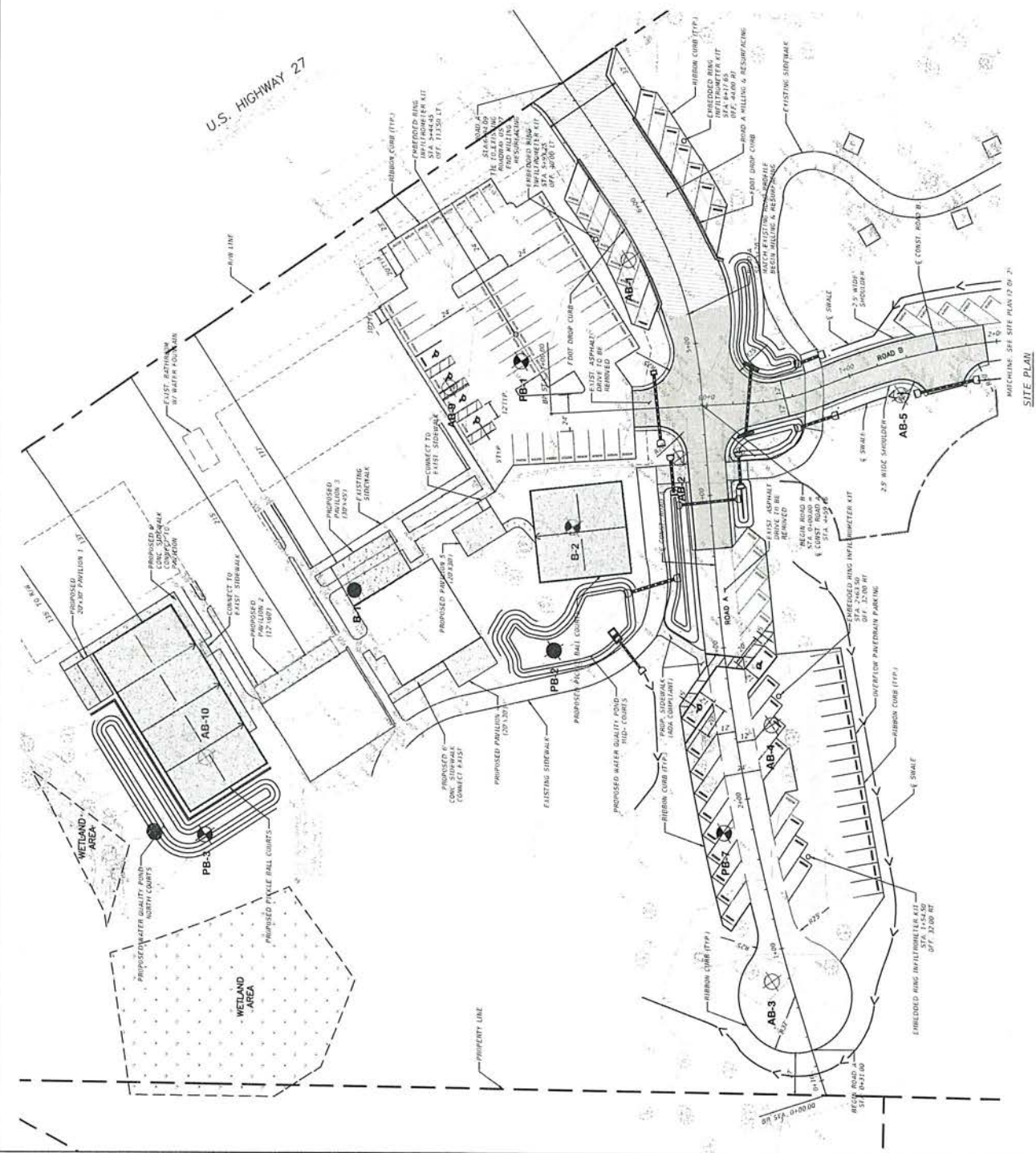
SHEET NO. C-9



- NOTES:
- TOTAL NUMBER OF REGULAR PARKING SPACES
 - TOTAL NUMBER OF HANDICAP PARKING SPACES
 - PROVIDED PARKING SPACES SHALL BE IN PERMANENT BRICK PAVING. SEE CONSTRUCTION DETAILS SHEETS.
 - ALL WORK AT ENTRANCE ROADWAY (ROAD A) SHALL BE WITHIN EXISTING R.O.W.

- LEGEND:
- 1. CONCRETE
 - 2. PAVING
 - 3. ASPHALT

MIN. REQUIRED SETBACKS	
FRONT SETBACK	5 FT.
REAR SETBACK	5 FT.
SIDE SETBACK	5 FT.



SITE PLAN

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TAVARES,
FLORIDA 32778

ENGINEER OF RECORD:
DAVID R. BORYS, P.E., CFM
FL REG. NO. 75372



**PEAR PARK
IMPROVEMENTS**
LEESBURG,
LAKE COUNTY,
FLORIDA

**SITE PLAN - PROPOSED
(2 OF 2)**

SUBMITTALS

DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV.
04-30-2024	LAKE CO. BID/IFC

S.C.A.T.E.: 1" = 30'

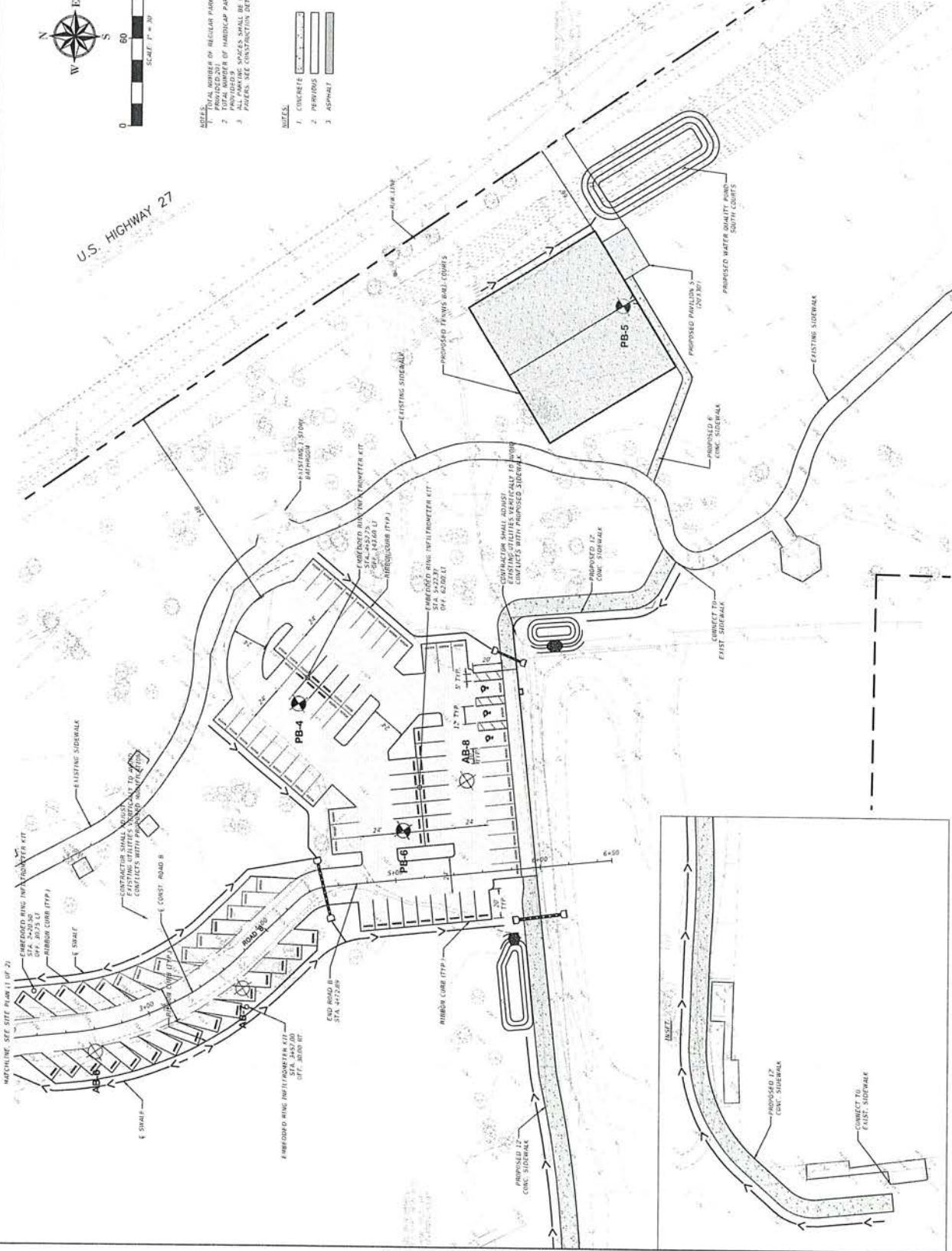
SHEET NO. C-10



U.S. HIGHWAY 27

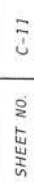
- NOTES:**
- TOTAL NUMBER OF REGULAR PARKING SPACES: 100
 - TOTAL NUMBER OF HANDICAP PARKING SPACES: 10
 - PROVIDED 9' WALKWAY SHALL BE ON PERIMETER DRIVE
 - PAVING: SEE CONSTRUCTION DETAILS SHEETS

- LEGEND:**
- 1. CONCRETE
 - 2. PERIMETER
 - 3. ASPHALT



SITE PLAN

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FLORIDA 32778

ENGINEER OF RECORD:
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FL REG. NO. 75372



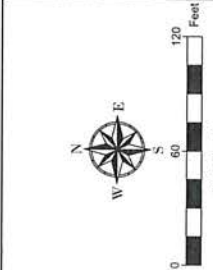
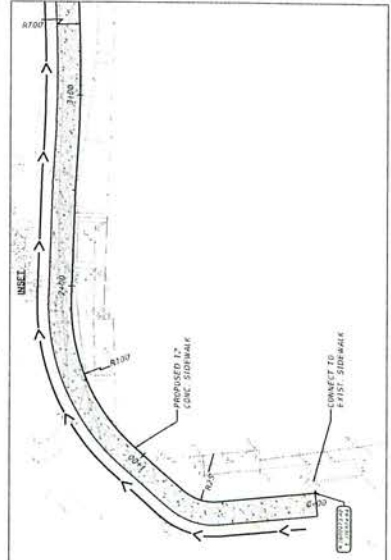
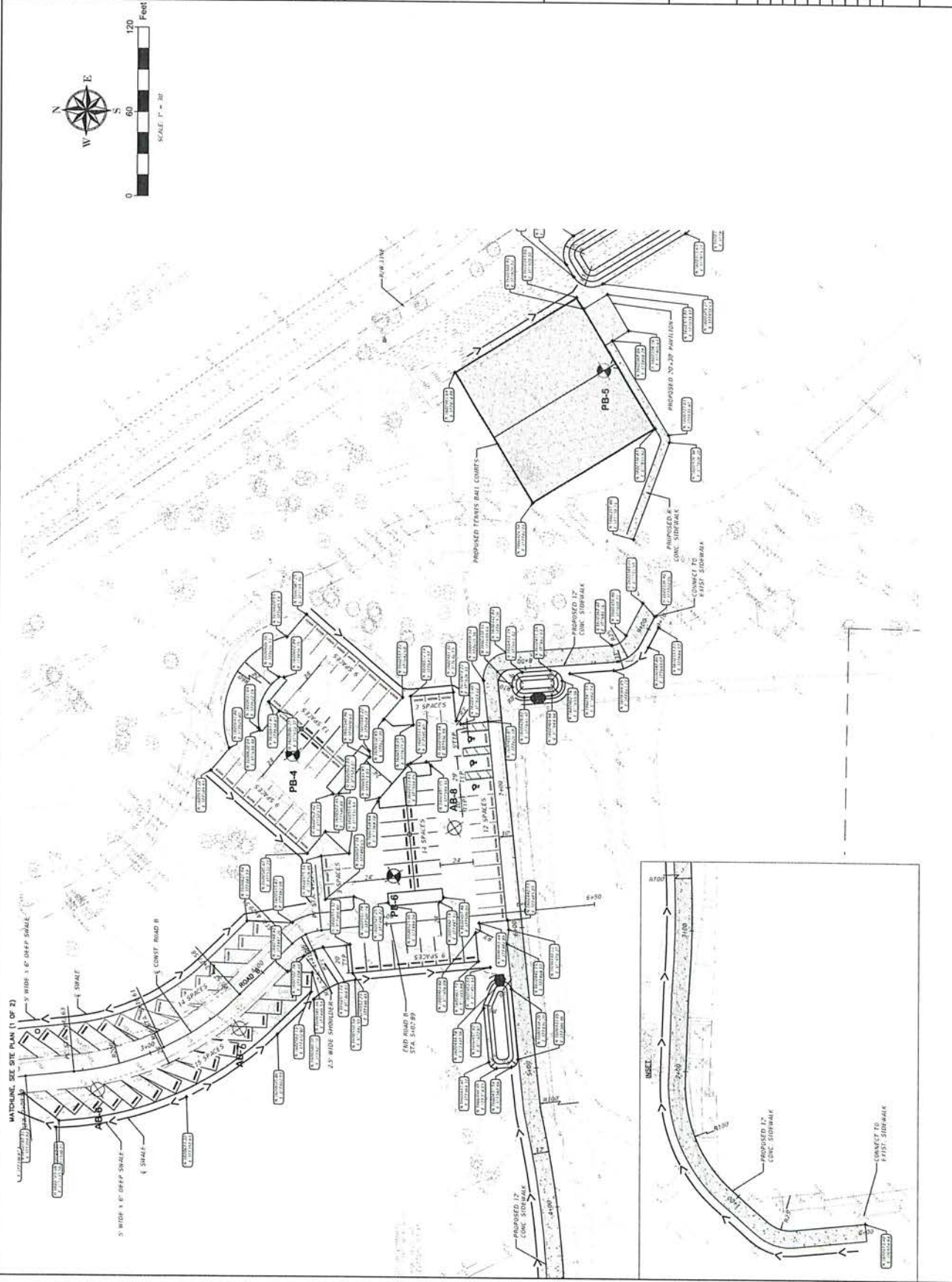
PEAR PARK
IMPROVEMENTS
LEESBURG,
LAKE COUNTY,
FLORIDA

GEOMETRY SITE PLAN
(2 OF 2)

SUBMITTALS	
DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV.
04-30-2024	LAKE CO. BID/ITC

SCALE: 1" = 30'

SHEET NO. C-12



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DRAWN: 5/17/2024 2:25:45 PM

PROJECT: 1500121-2784 PEAR PARK IMPROVEMENTS LAKE COUNTY\1500121-2784-CAD-SHEETS\PEAR-C-12.dwg



CLIENT INFO:
LAKE COUNTY
OFFICE OF
PARKS AND TRAIL
101 WOODLEA ROAD
TAVARES,
FLORIDA 32778

ENGINEER OF RECORD:
DAVID R. BORYS, PE, CFM
FL. REG. NO. 75372



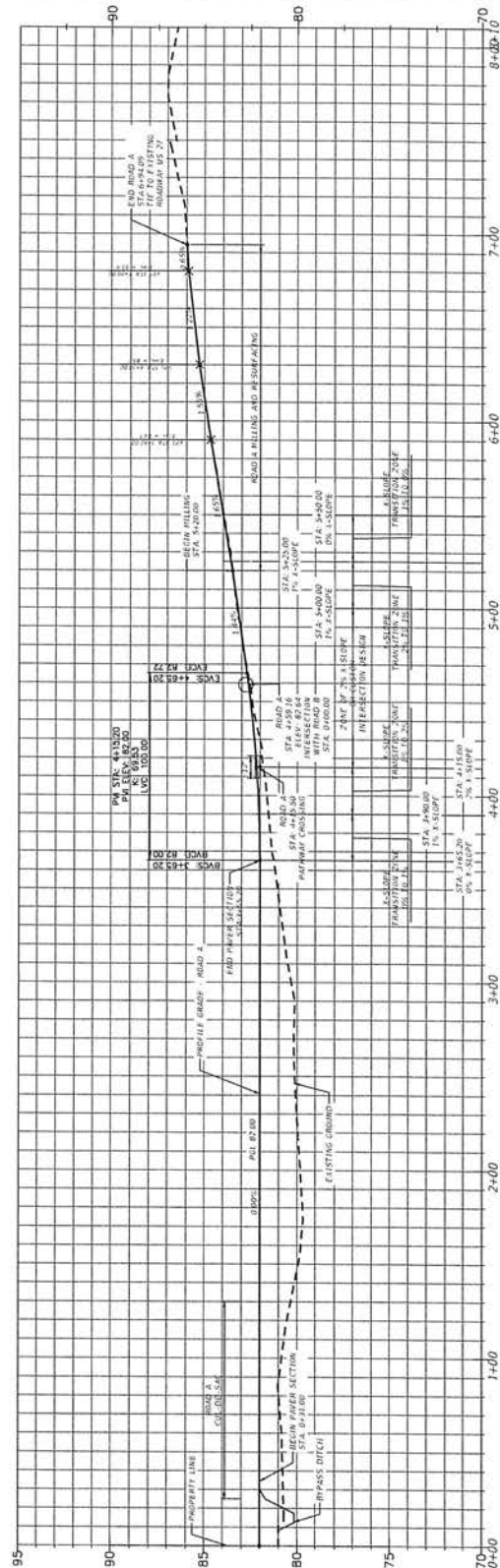
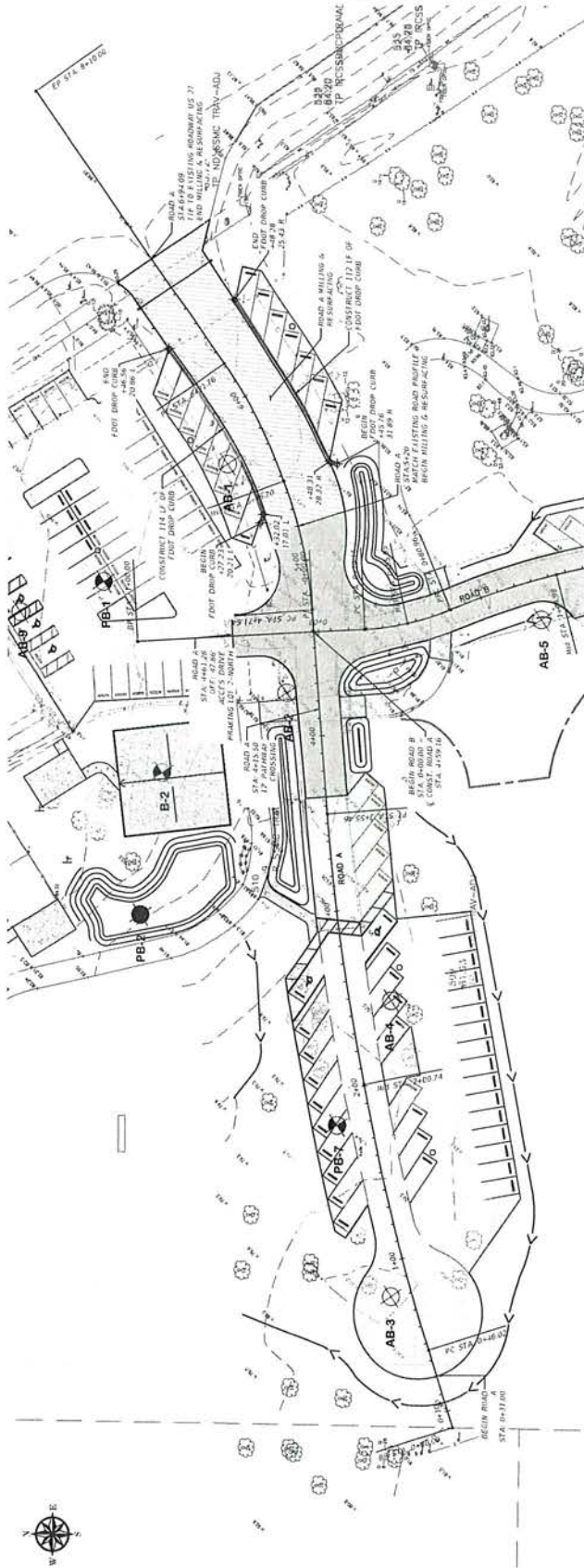
PEAR PARK
IMPROVEMENTS

PROFILE SHEET -
ROAD A

SUBMITTALS	
DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV.
04-30-2024	LAKE CO. BID/IFC

SCALE: 1" = 50'

SHEET NO. C-13



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5/1/2024 3:26:09 PM

David

[illegible]

1000 (10% of 10,000) are "black" superconductors. (If only 1% of 10,000 are "black" superconductors, then 100 are "black" superconductors.)



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FLORIDA 32801
OFFICE: (407) 704-7815
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CLIENT INFO:
LAKE COUNTY
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PARKS AND TRAILS
1001 WOODLEA ROAD
TAVARES,
FLORIDA 32778

ENGINEER OF RECORD:
DAVID R. BORYS, PE, CFM
FL. REG. NO. 75372



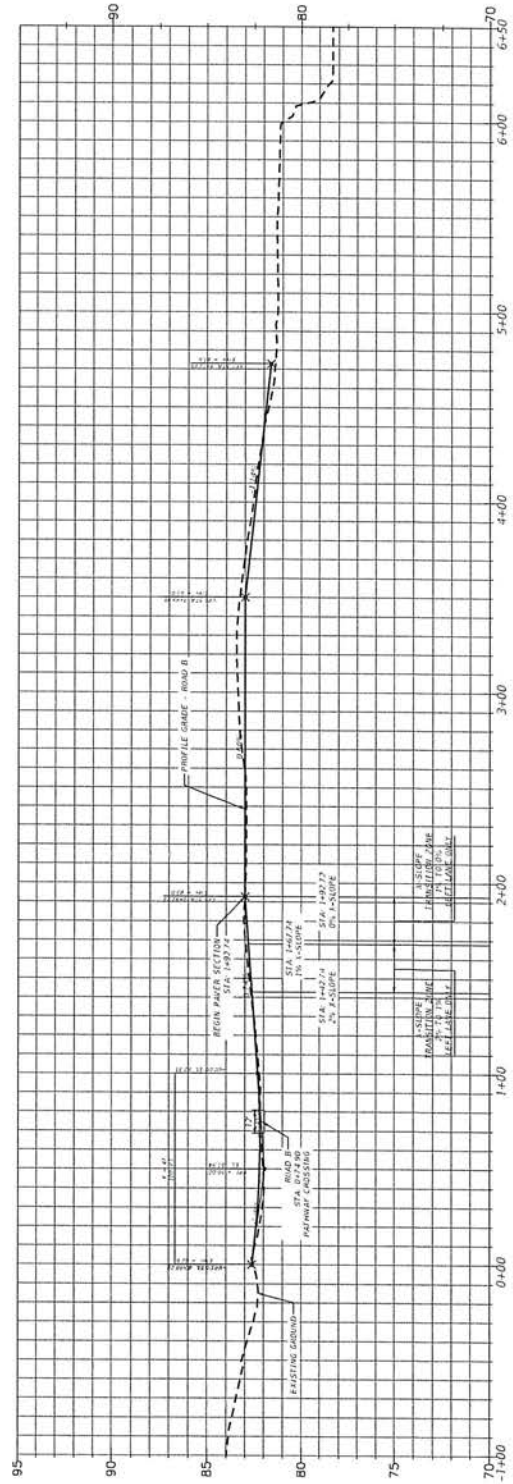
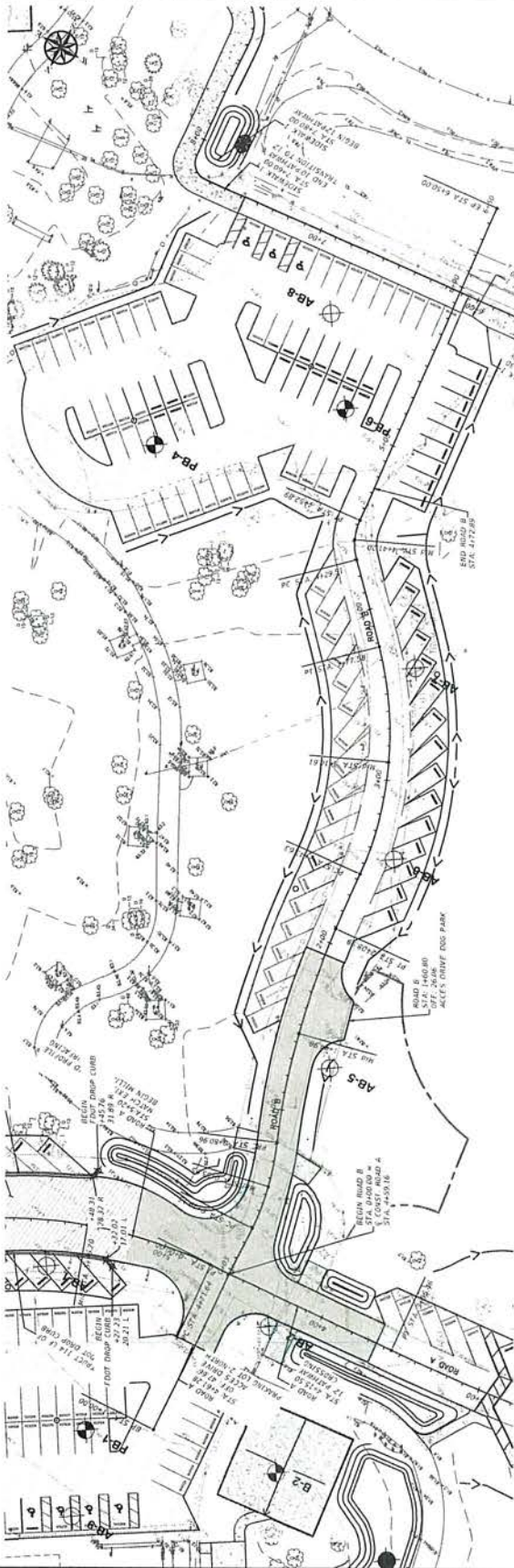
PEAR PARK
IMPROVEMENTS

PROFILE SHEET -
ROAD B

DATE	DESCRIPTION
12-27-2023	EAP APPROVAL
03-11-2024	LEESBURG APPRV.
04-30-2024	LAKE CO. BID/IFC

SCALE: 1" = 50'

SHEET NO. C-14

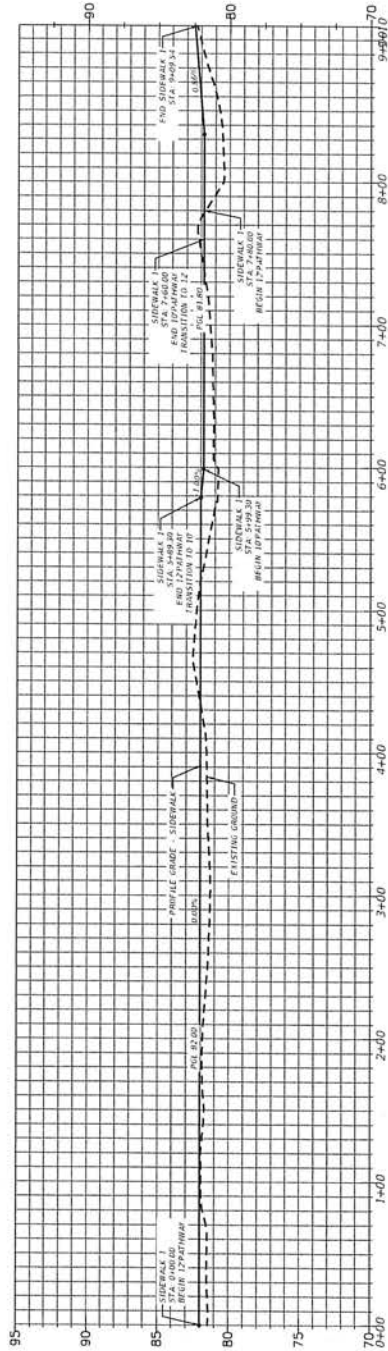


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A. 1999. *Journal of Experimental Biology* 192: 1111-1118.

David 5/1/2024 3:26:20 PM

F:\2021\21-2184 P.E.A.R. Park Modifications Lake County\1000-ACAD_C3D\SHEETS\PEAR-C-PROF.dwg





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2401 WOODLEE ROAD,
TAVARES,
FLORIDA 32778

ENGINEER OF RECORD:
DAVID R. BORYS, P.E., CFM
FL. REG. NO. 75372



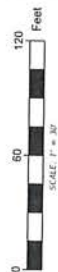
PEAR PARK
IMPROVEMENTS
LEESBURG,
LAKE COUNTY,
FLORIDA

PAVING, GRADING,
& DRAINAGE PLAN
(1 OF 2)

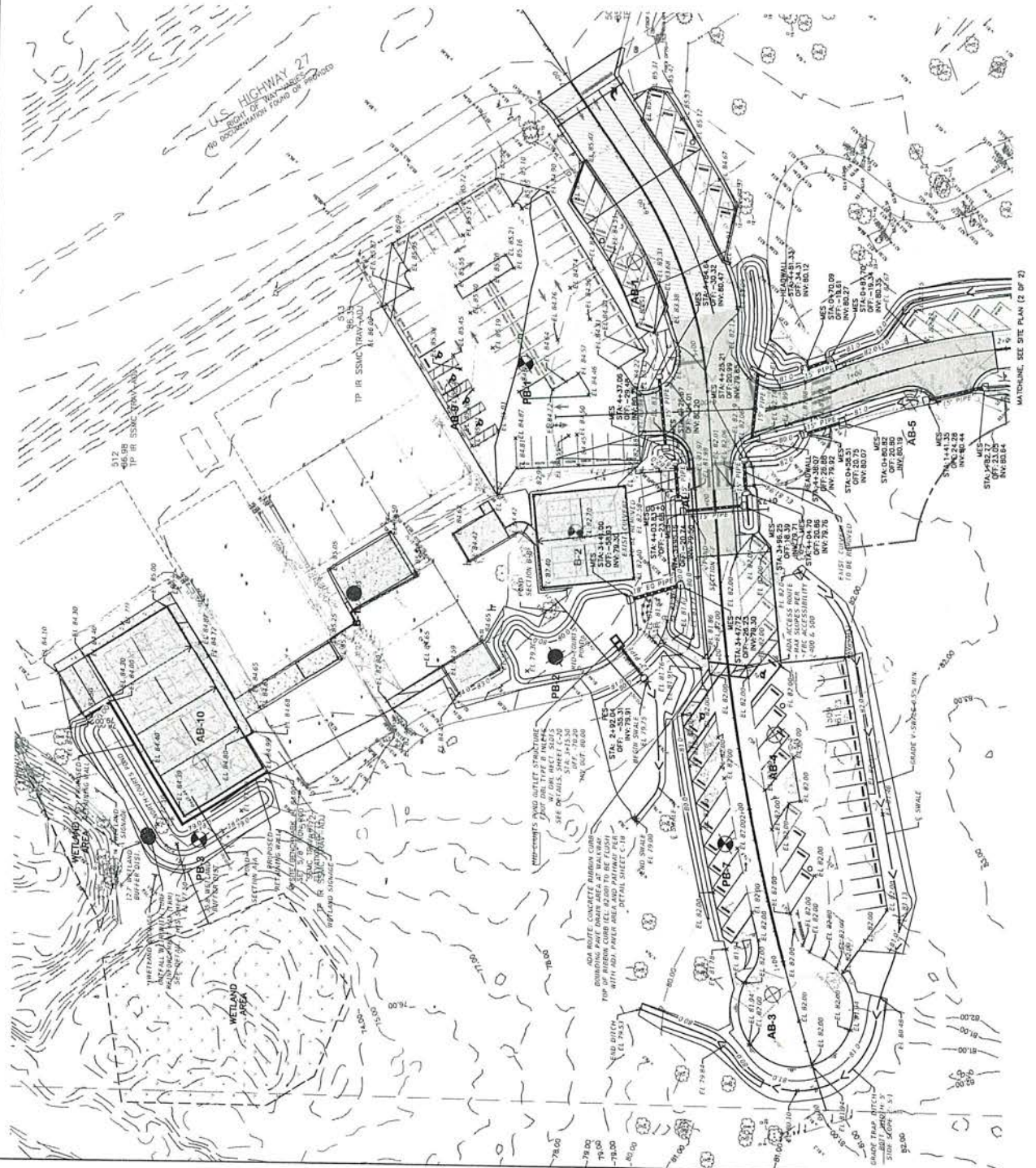
SUBMITTALS	
DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV.
04-30-2024	LAKE CO. BID/IFC

SCALE: 1" = 30'

SHEET NO. C-16



- NOTES:
1. ALL PROPOSED STORM PIPES AND STRUCTURES PER FOOT
 2. ALL PROPOSED STORM PIPES AND STRUCTURES PER FOOT
 3. ALL PROPOSED STORM PIPES AND STRUCTURES PER FOOT
 4. ALL PROPOSED STORM PIPES AND STRUCTURES PER FOOT



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FL. REG. NO. 75372



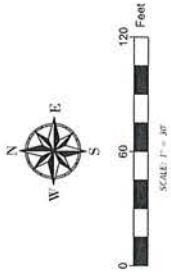
PEAR PARK
IMPROVEMENTS

PAVING, GRADING,
& DRAINAGE PLAN
(2 OF 2)

SUBMITTALS	
DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV.
04-30-2024	LAKE CO. BID/IFC

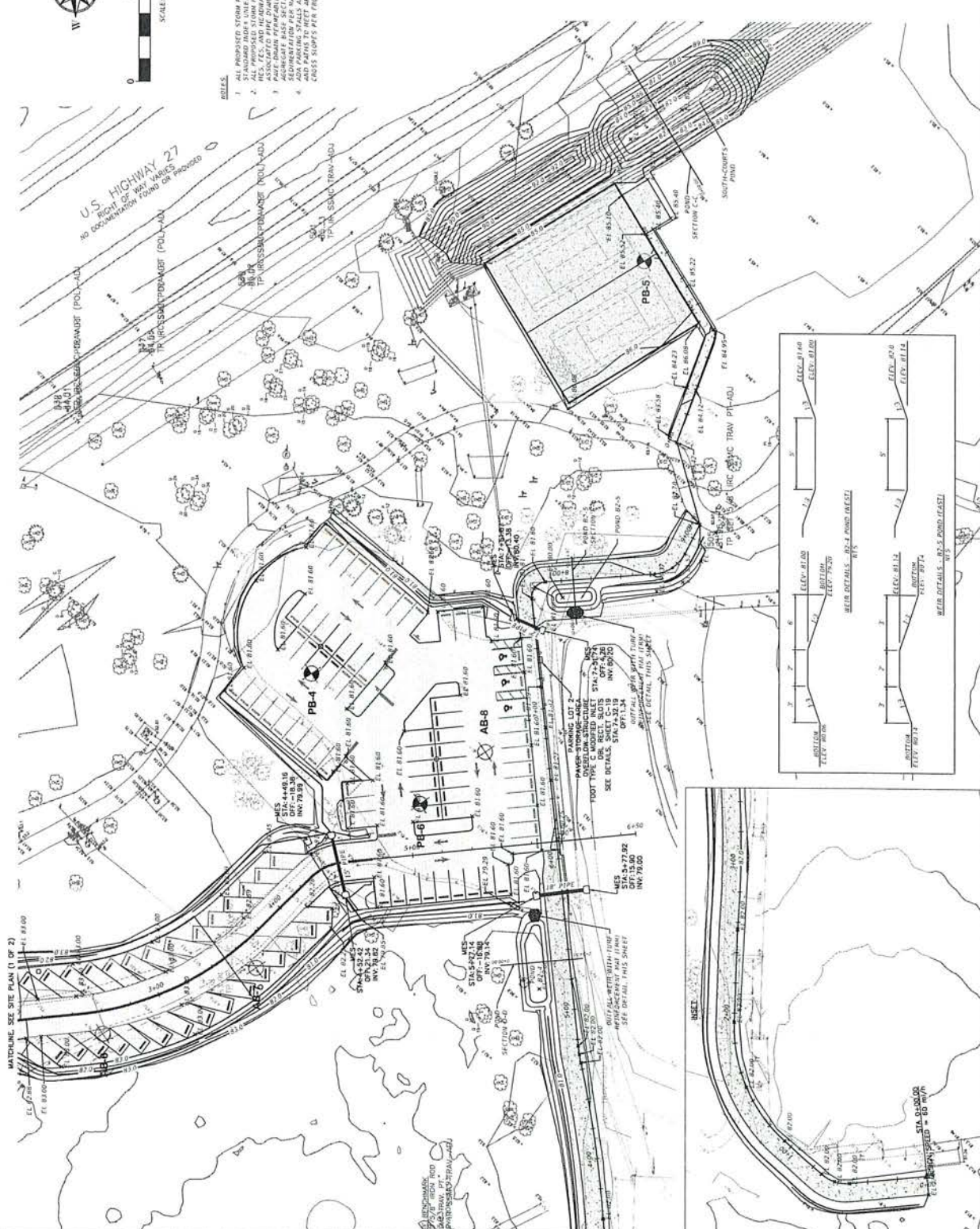
SCALE: 1" = 50'

SHEET NO. C-17



Notes

- ALL PROPOSED STORM PIPES AND STRUCTURES PER FOOT STANDARD JADE UNLESS OTHERWISE NOTED
ALL PROPOSED STORM PIPE AND TREATMENTS INCLUDING
HES, SES, AND HEADWALL STRUCTURES TO MATCH
EXISTING PIPE DIAMETER
PAVEMENT BASE SECTIONS TO BE PROTECTED FROM
SEDIMENTATION PER MAINTENANCE GUIDELINES
ADA PARKING SPACES AND ADJACENT ACCESS AISLES
AND PATHS TO MEET APPLICABLE ADA SLOPES AND
CROSS SLOPES PER THE ACCESSIBILITY ADA § 500



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There are no other persons named in the above account.

Discussion

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PEAR PARK IMPROVEMENTS

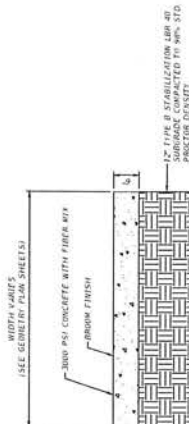
LEESBURG,
LAKE COUNTY,
FLORIDA

CONSTRUCTION DETAILS (1 OF 3)

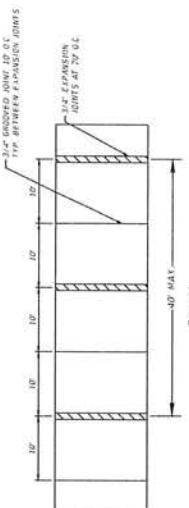
SUBMITTALS

DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV
04-30-2024	LAKE CO. BID/IFC

SHEET NO. C-18



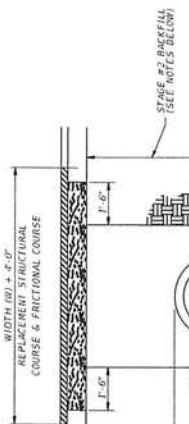
SECTION



PLAN

SIDEWALK DETAIL

- NOTES:
1. SIDEWALK SHALL BE CLASS "A" AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 P.S.I. @ 28 DAYS AND SHALL CONTAIN FIBER MAT.
 2. 3/4" GROINED JOINT 10' O.C. TYP. BETWEEN EXPANSION JOINTS.
 3. 3/4" EXPANSION JOINTS AT 20' O.C. AND AT CATCH BASINS, DRIVEWAYS, ROADS, ETC.
 4. SIDEWALK SHALL HAVE BROOK FINISH.



SECTION



PLAN

CONCRETE RIBBON CURB BOUNDING PAVE DRAIN AREAS AT ASPHALT, WALKWAYS OR HARDSCAPE

- NOTES:
1. CONCRETE SHALL BE CLASS "A" AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 P.S.I. @ 28 DAYS.
 2. 250' MAXIMUM DISTANCE BETWEEN EXPANSION JOINTS.
 3. SUB-BASE TO BE COMPACTED AND TESTED TO 98% MINIMUM DENSITY WITH MINIMUM LBR 40 BASED ON AASHO T-100 MODIFIED PROCTOR TEST.
 4. PAVEMENT ADJACENT TO ASPHALT/ROADWAYS SHOWN. USE RELEVANT SECTION.

CONCRETE RIBBON CURB BOUNDING PAVE DRAIN AREAS AT ASPHALT, WALKWAYS OR HARDSCAPE



CONCRETE RIBBON CURB BOUNDING PAVE DRAIN AREAS AT ASPHALT, WALKWAYS OR HARDSCAPE



CONCRETE RIBBON CURB BOUNDING PAVE DRAIN AREAS AT ASPHALT, WALKWAYS OR HARDSCAPE



CONCRETE RIBBON CURB BOUNDING PAVE DRAIN AREAS AT ASPHALT, WALKWAYS OR HARDSCAPE



CONCRETE RIBBON CURB BOUNDING PAVE DRAIN AREAS AT ASPHALT, WALKWAYS OR HARDSCAPE



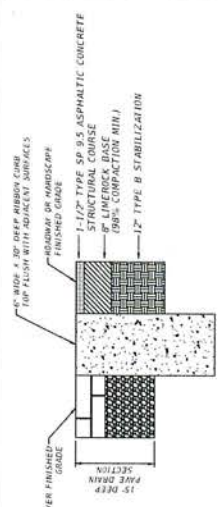
CONCRETE RIBBON CURB BOUNDING PAVE DRAIN AREAS AT ASPHALT, WALKWAYS OR HARDSCAPE



CONCRETE RIBBON CURB BOUNDING PAVE DRAIN AREAS AT ASPHALT, WALKWAYS OR HARDSCAPE



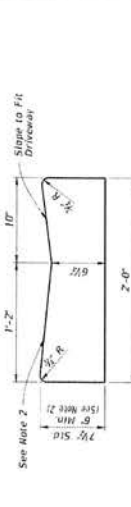
CONCRETE RIBBON CURB BOUNDING PAVE DRAIN AREAS AT ASPHALT, WALKWAYS OR HARDSCAPE



CONCRETE RIBBON CURB BOUNDING PAVE DRAIN AREAS AT ASPHALT, WALKWAYS OR HARDSCAPE



CONCRETE RIBBON CURB BOUNDING PAVE DRAIN AREAS AT ASPHALT, WALKWAYS OR HARDSCAPE



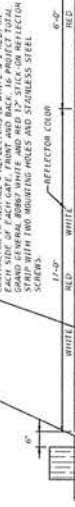
CONCRETE RIBBON CURB BOUNDING PAVE DRAIN AREAS AT ASPHALT, WALKWAYS OR HARDSCAPE



CONCRETE RIBBON CURB BOUNDING PAVE DRAIN AREAS AT ASPHALT, WALKWAYS OR HARDSCAPE



CONCRETE RIBBON CURB BOUNDING PAVE DRAIN AREAS AT ASPHALT, WALKWAYS OR HARDSCAPE



CONCRETE RIBBON CURB BOUNDING PAVE DRAIN AREAS AT ASPHALT, WALKWAYS OR HARDSCAPE



CONCRETE RIBBON CURB BOUNDING PAVE DRAIN AREAS AT ASPHALT, WALKWAYS OR HARDSCAPE



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CONCRETE RIBBON CURB BOUNDING PAVE DRAIN AREAS AT ASPHALT, WALKWAYS OR HARDSCAPE



CONCRETE RIBBON CURB BOUNDING PAVE DRAIN AREAS AT ASPHALT, WALKWAYS OR HARDSCAPE



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FL. REG. NO. 75372



PEAR PARK IMPROVEMENTS

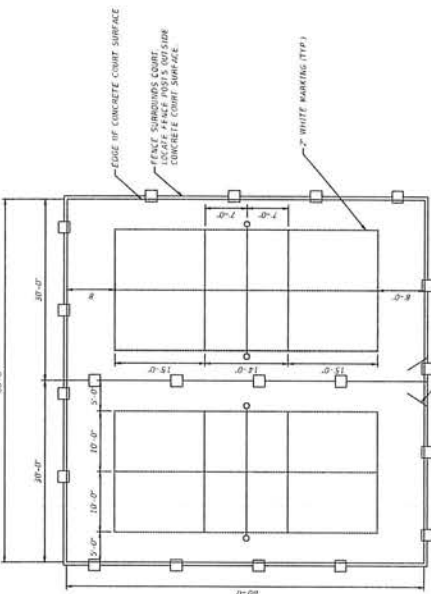
LEESBURG,
LAKE COUNTY,
FLORIDA

CONSTRUCTION
DETAILS (2 OF 3)

SUBMITTALS

DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV.
04-30-2024	LAKE CO. BID/IFC

SHEET NO. C-19

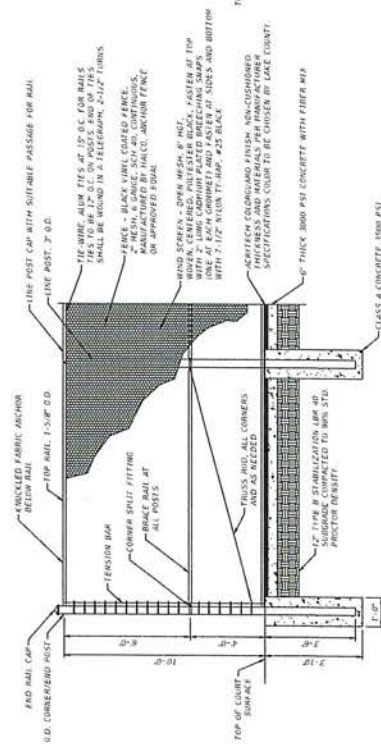


PICKLEBALL COURT DETAIL

NOTES:
1. ALL MATERIALS AND WORK SHALL BE IN COMPLIANCE WITH
LAKE COUNTY ASSOCIATION LATEST REQUIREMENTS.

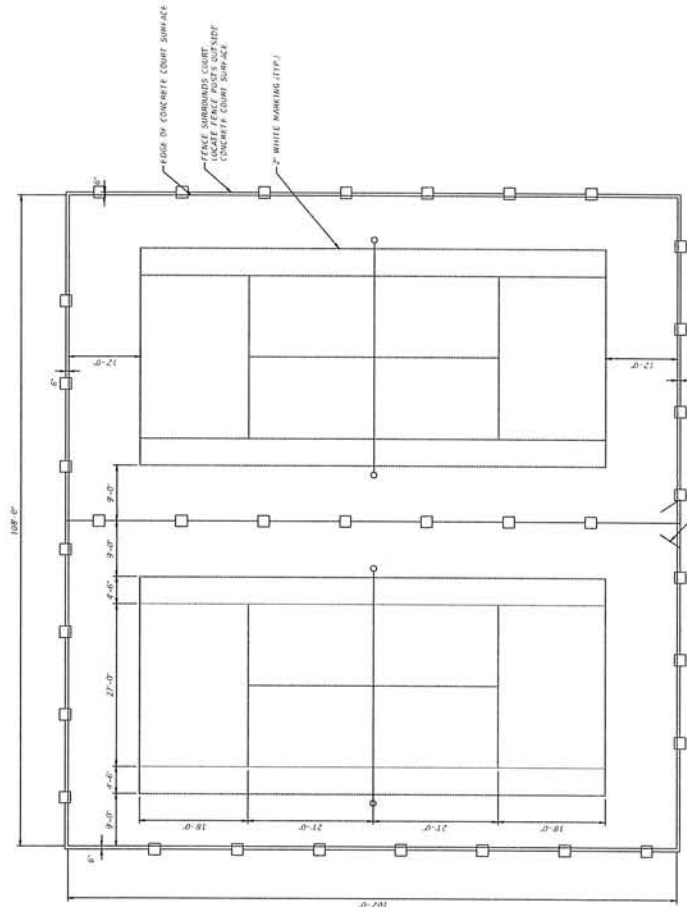


TENNIS/PICKLEBALL COURT SURFACING DETAIL



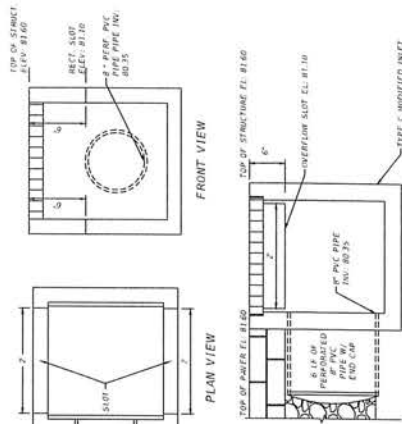
COURT FENCE DETAIL

NOTES:
1. ALL MATERIALS AND WORK SHALL BE IN COMPLIANCE WITH
LAKE COUNTY ASSOCIATION LATEST REQUIREMENTS.



TENNIS COURT DETAIL

NOTES:
1. ALL MATERIALS AND WORK SHALL BE IN COMPLIANCE WITH
LAKE COUNTY ASSOCIATION LATEST REQUIREMENTS.



SECTION

PARKING LOT 2 (SOUTH) OVERFLOW STRUCTURE DETAILS

NOTES:
1. ALL MATERIALS AND WORK SHALL BE IN COMPLIANCE WITH
LAKE COUNTY ASSOCIATION LATEST REQUIREMENTS.



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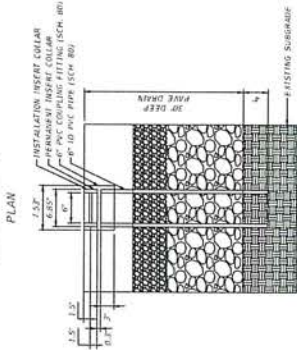
PEAR PARK
IMPROVEMENTS

LEESBURG,
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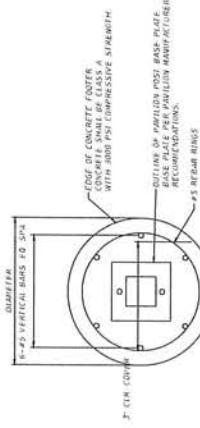
CONSTRUCTION
DETAILS (3 OF 3)

SUBMITTALS	
DATE	DESCRIPTION
12-27-2023	END APPROVAL
03-11-2024	LEESBURG APPROV
04-30-2024	LAKE CO. BIDD/PEC

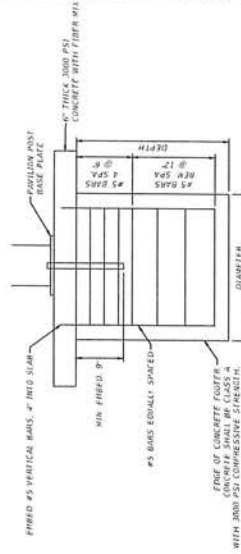
SHEET NO. C-20



EMBEDDED RING INFILTRATION KIT DETAILS



PLAN

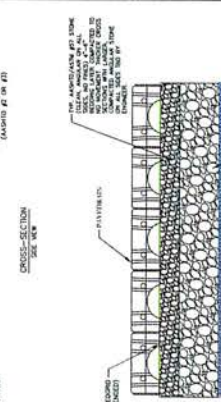
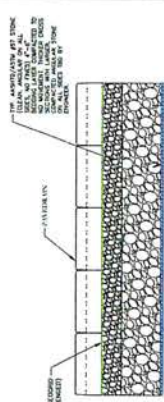


SECTION

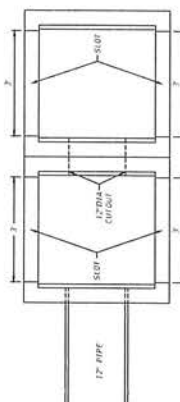
PAVILION FOOTER DIMENSIONS	
PAVILION TYPE	DIMENSION
12" x 4" x 6"	4'-2"
20" x 30"	4'-4"
30" x 44"	3'-2"

PAVILION FOOTER DETAIL

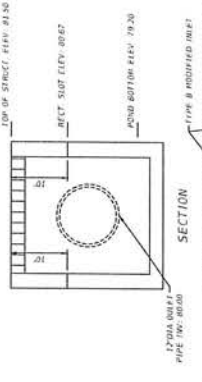
NOTES:
1. CONTRACTOR SHALL SEE APPENDIX DRAWINGS FOR LOCATION OF FOOTER IN PAVILION.



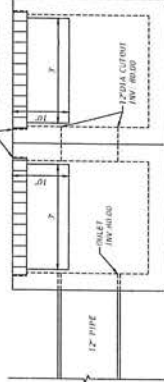
CROSS-SECTION



PLAN VIEW

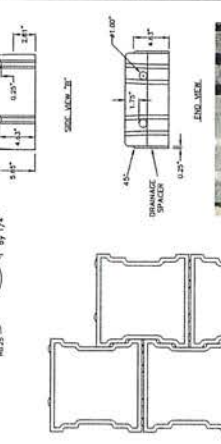
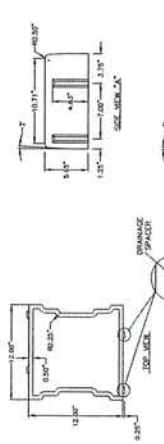


SECTION

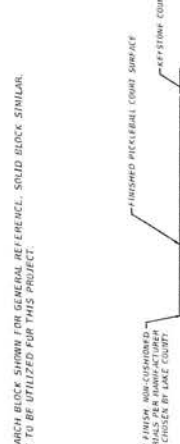


FRONT VIEW

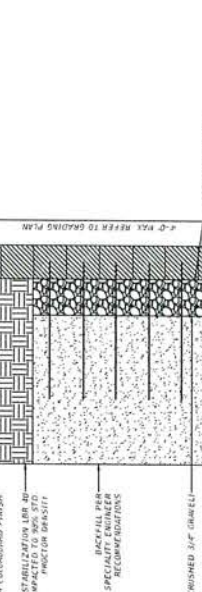
MID-COURT'S POND STRUCTURE DETAILS



CROSS-SECTION



PLAN VIEW



SECTION



FRONT VIEW

RETAINING WALL NEAR NORTH PICKLEBALL COURTS

NOTES:
1. CONTRACTOR TO PROVIDE SIGNED AND SEALED SHOP DRAWINGS FOR KEYSTONE MANOR UNIT RETAINING WALL.

1. PAVEDRAIN ARCH BLOCK SHOWN FOR GENERAL REFERENCE. SOLID BLOCK SIMILAR. SOLID BLOCK TO BE UTILIZED FOR THIS PROJECT.

1. PAVEDRAIN ARCH BLOCK SHOWN FOR GENERAL REFERENCE. SOLID BLOCK SIMILAR. SOLID BLOCK TO BE UTILIZED FOR THIS PROJECT.

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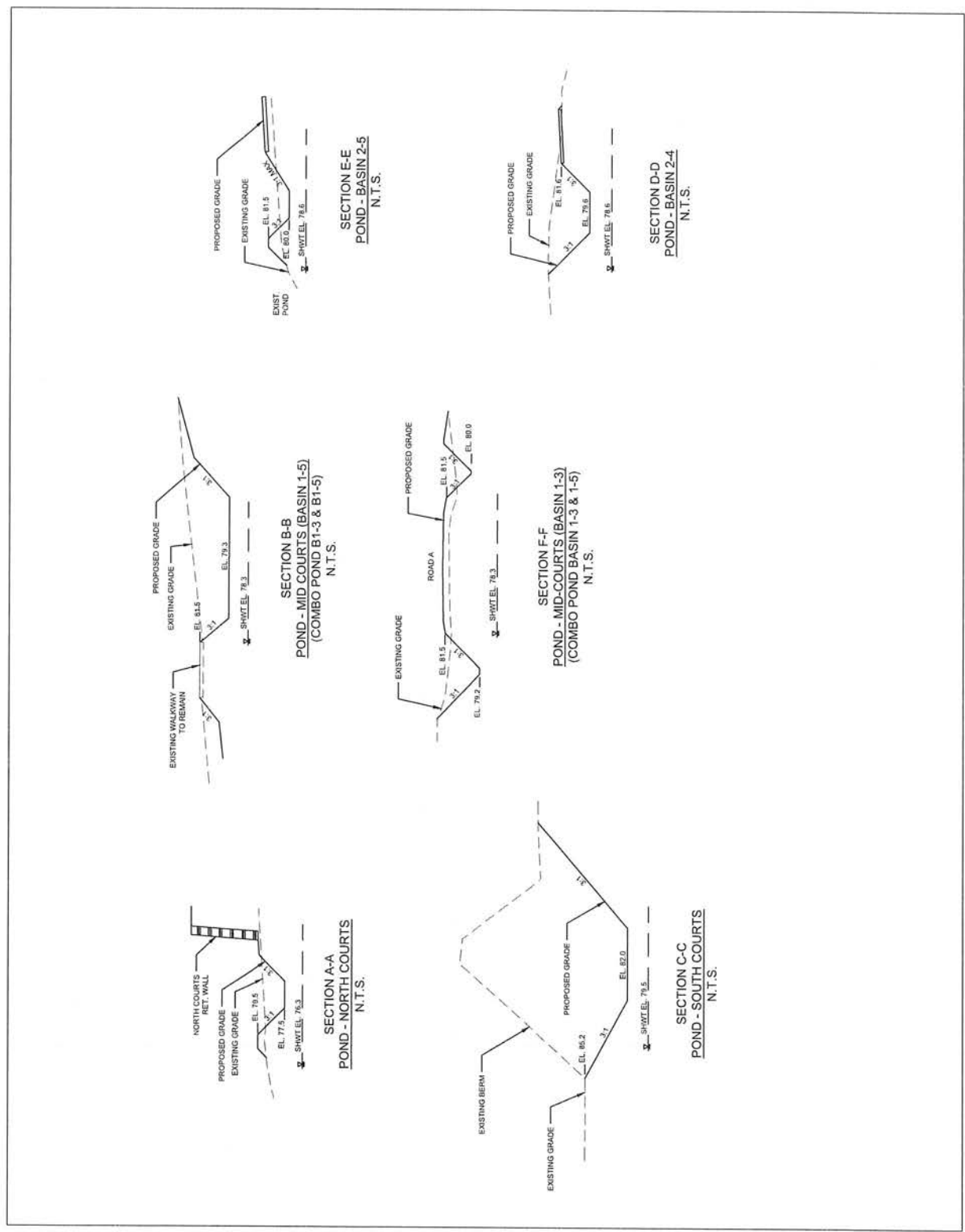


PEAR PARK IMPROVEMENTS
LEESBURG,
LAKE COUNTY,
FLORIDA

DRAINAGE SECTIONS - POND 1 (OF 2)

SUBMITTALS	
DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV
04-30-2024	LAKE CO. BID/IFC

SHEET NO.	C-20A
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PEAR PARK
IMPROVEMENTS
LEESBURG,
LAKE COUNTY,
FLORIDA

DRAINAGE SECTIONS -
PAVERS (2 OF 2)

SUBMITTALS

DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV.
04-30-2024	LAKE CO. BID/IFC

SHEET NO. C-20B

TOP OF STORAGE EL. 81.5 ——— TOP OF PAVEL (VARIES) 84.0 (MIN) ——— BOTTOM OF STORAGE EL. 82.75
SHWTEL 79.3

TYPICAL DRAINAGE SECTION
PERMEABLE PAVERS - PARKING LOT 1 (NORTH)
N.T.S.

TOP OF STORAGE EL. 81.1 ——— TOP OF PAVEL EL. 81.6 ——— BOTTOM OF STORAGE EL. 80.35
SHWTEL 78.6

TYPICAL DRAINAGE SECTION
PERMEABLE PAVERS - PARKING LOT 2 (SOUTH)
N.T.S.

TOP OF STORAGE EL. 82.5 ——— TOP OF PAVEL (VARIES) 83.0 (TYP) ——— BOTTOM OF STORAGE EL. 81.75
SHWTEL 79.2

TYPICAL DRAINAGE SECTION
PERMEABLE PAVERS - ROAD B
N.T.S.

TOP OF STORAGE EL. 81.5 ——— TOP OF PAVEL EL. 82.0 ——— BOTTOM OF STORAGE EL. 80.75
SHWTEL 78.4

TYPICAL DRAINAGE SECTION
PERMEABLE PAVERS - ROAD A PARKING AREA (WEST)
N.T.S.

TOP OF STORAGE EL. 80.5 ——— TOP OF PAVEL (VARIES) 84.0 (TYP) ——— BOTTOM OF STORAGE EL. 80.75
SHWTEL 79.3

TYPICAL DRAINAGE SECTION
PERMEABLE PAVERS - ROAD A ENTRY (EAST)
N.T.S.

NOTE: TYPICAL DRAINAGE SECTIONS PROVIDED AS GENERAL REFERENCE FOR CALCULATION VERIFICATION. REFER TO ROADWAY
TYPICAL SECTIONS AND PAVING, GRADING, AND DRAINAGE SHEETS FOR DETAILED DESIGN AND CONSTRUCTION INFORMATION.



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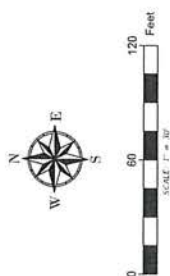
PEAR PARK
IMPROVEMENTS

EROSION &
SEDIMENTATION
CONTROL PLAN (1 OF 2)

SUBMITTALS	
DATE	DESCRIPTION
12-27-2023	ENR APPROVAL
03-11-2024	LEESBURG APPROV.
04-30-2024	LAKE CO. BID/IFC

SCALE: 1" = 50'

SHEET NO. C-21

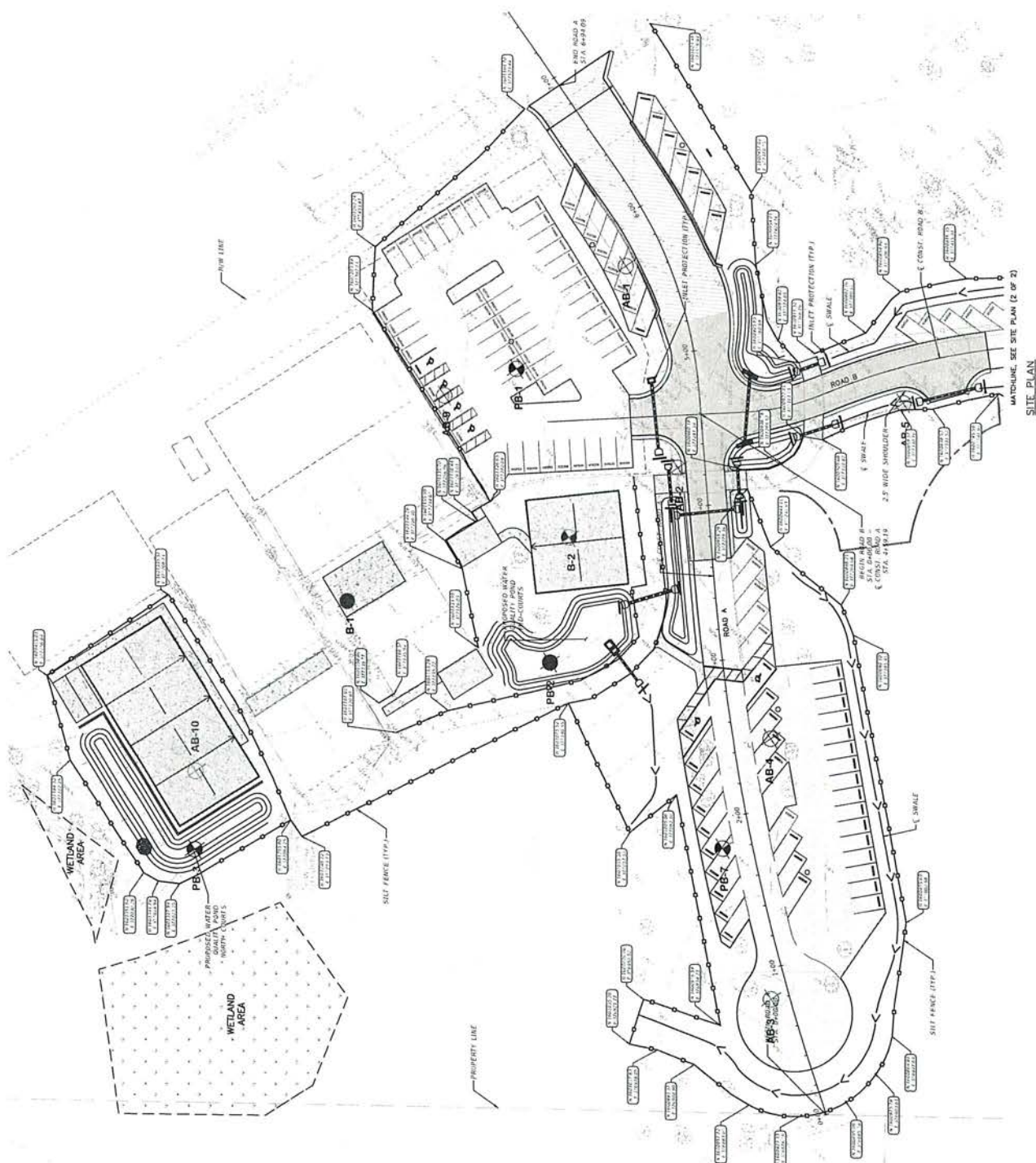


works

1. **ACIER TO EROSION & SEDIMENTATION CONTROL PLAN SHEET AND STORMWATER POLLUTION PREVENTION NOTES**
2. **INSTALL Silt FENCE SEPARATING ALL DISTURBED AREAS AND EXISTING CURBS AND EXISTING WALKWAYS.**
3. **PAVE DRAIN PERMEABLE BRICK PAVEMENTS AND UNDERLAY AGGREGATE BASE SECTIONS TO BE PROTECTED FROM SEDIMENTATION PER MANUFACTURER'S GUIDELINES.**

CONFIDENTIAL

1. SHIP FENCE
2. INLET PROTECTION



WATERLINE, SEE SITE PLAN (2 OF 2)

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David 5/1/2024 1:27:59 PM

\\2021\21-2184 P.E.A.R PARK Modifications Like County\1000-ACAD_C3D\SHEETS\PEAR-C SWPP-PLAN.dwg



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DAVID R. BORYS, PE, CFM
FL REG. NO. 75372



**PEAR PARK
IMPROVEMENTS**
LEESBURG,
LAKE COUNTY,
FLORIDA

**EROSION &
SEDIMENTATION
CONTROL PLAN (2 OF 2)**

SUBMITTALS

DATE	DESCRIPTION
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03-11-2024	LEESBURG APPROV.
04-30-2024	LAKE CO. BID/IFC

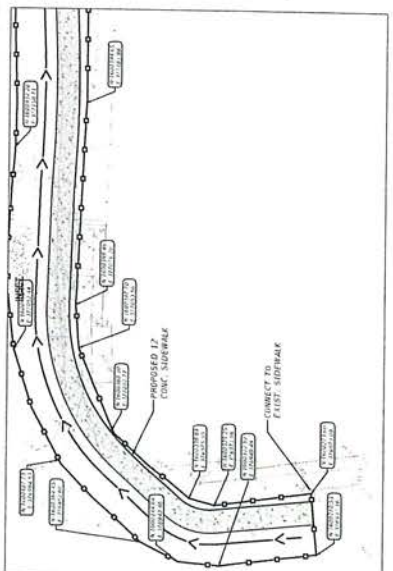
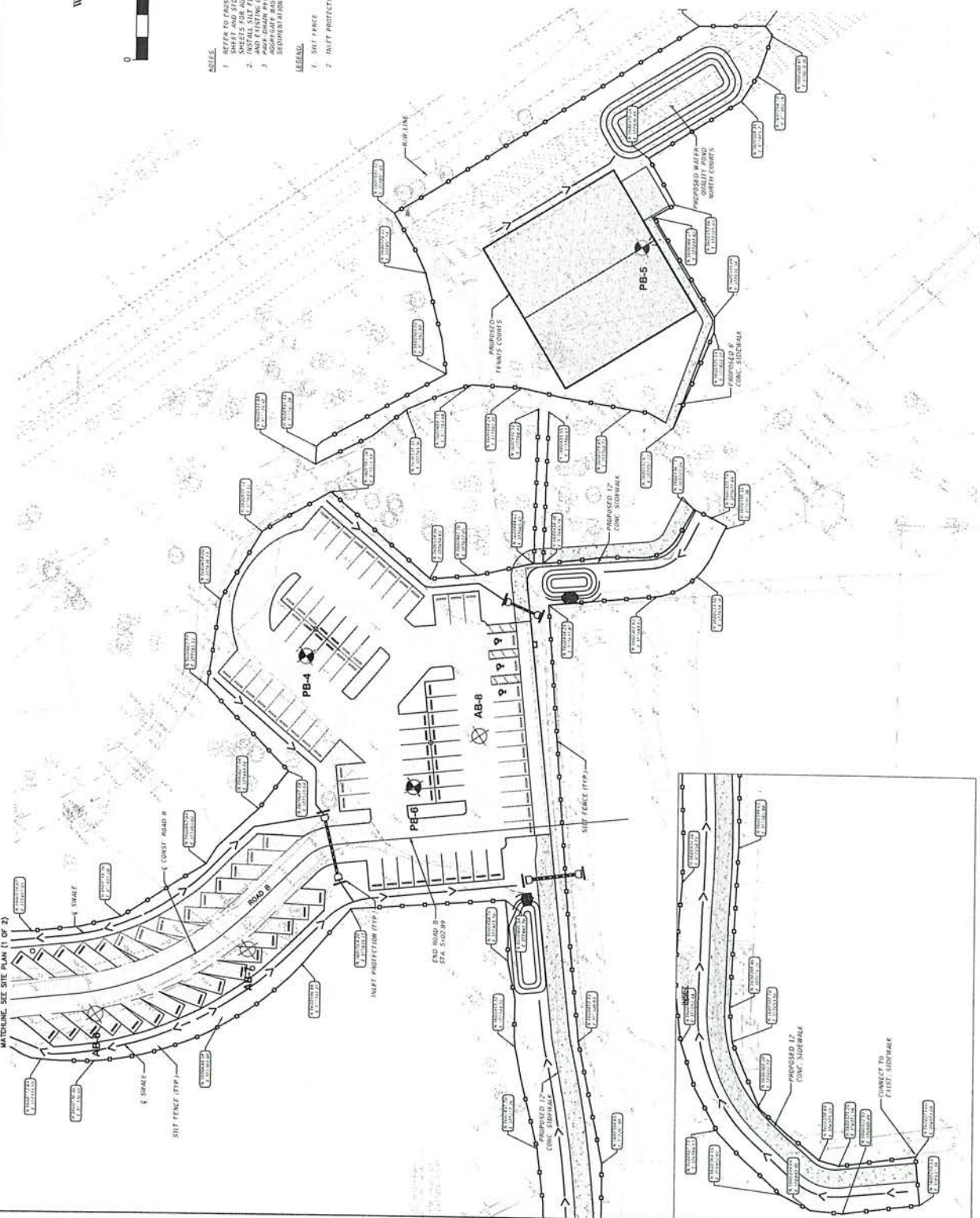
SCALE: 1" = 30'

SHEET NO. C-22



- NOTES:**
1. REFER TO EROSION & SEDIMENTATION CONTROL PLAN SHEETS FOR EROSION PREVENTION NOTES.
 2. INSTALL SILT FENCE SPACING ALL DISTURBED AREAS.
 3. PAVING DRIVE PAVEMENT, BRICK PAVEMENT AND UNDERLYING SEDIMENTATION PER APPROPRIATE LOCAL ORDINANCES.

- LEGEND:**
1. SALT PACE
 2. INLET PROTECTION



SITE PLAN

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

OPEN TOP SECTION OR EROSION CONTROL PLAN, THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS IDENTIFIED AS ANTICIPATED NON-STORMWATER DISCHARGES) EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES. THE CONTRACTOR SHALL DISCUSS THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT THE ENGINEER OF RECORD AT (407)704-2381.

SHEET NO. C-25



OM ENGINEERING
SERVICES, INC.
Civil - Structural - Inspection

621 E. WASHINGTON ST.,
SUITE 8, ORLANDO,
FLORIDA 32801
OFFICE: (407) 704-7815
WWW.OMENGINEER.COM

CLIENT INFO:
LAKE COUNTY
OFFICE OF
PARKS AND TRAILS
2401 WOODLEA ROAD,
TAVARES,
FLORIDA 32778

ENGINEER OF RECORD:
DAVID R. BORYS, PE, CFM
FL. REG. NO. 75372



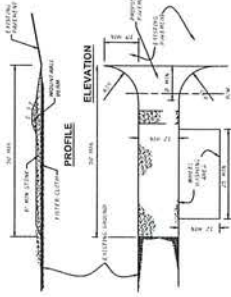
PEAR PARK
IMPROVEMENTS

LEESBURG,
LAKE COUNTY,
FLORIDA

STORMWATER
POLLUTION PREVENTION
NOTES (3 OF 3)

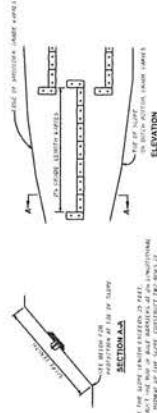
SUBMITTALS	
DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV.
04-30-2024	LAKE CO. BID/IFC

SHEET NO. C-26

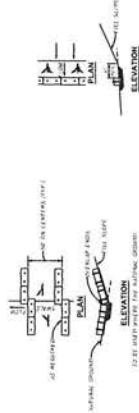


PLAN VIEW
BY GENERAL CONTRACTOR

- NOTES:
1. SLOPE SHALL BE 1:1 OR FLATTER.
 2. SLOPE SHALL BE 1:1 OR FLATTER.
 3. SLOPE SHALL BE 1:1 OR FLATTER.
 4. SLOPE SHALL BE 1:1 OR FLATTER.
 5. SLOPE SHALL BE 1:1 OR FLATTER.
 6. SLOPE SHALL BE 1:1 OR FLATTER.
 7. SLOPE SHALL BE 1:1 OR FLATTER.
 8. SLOPE SHALL BE 1:1 OR FLATTER.
 9. SLOPE SHALL BE 1:1 OR FLATTER.
 10. SLOPE SHALL BE 1:1 OR FLATTER.



STABILIZED CONSTRUCTION ENTRANCE
BY GENERAL CONTRACTOR

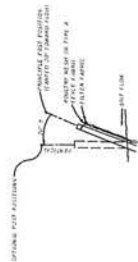


AT THE SLOPE
BARRIERS FOR ALL SLOPES
BY GENERAL CONTRACTOR



SILT FENCE APPLICATIONS
BY LAKE COUNTY

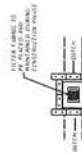
SILT FENCE APPLICATIONS
BY LAKE COUNTY



SECTION
BY LAKE COUNTY

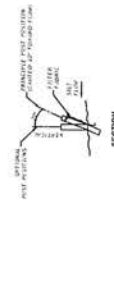


TYPE IV SILT FENCE
BY LAKE COUNTY



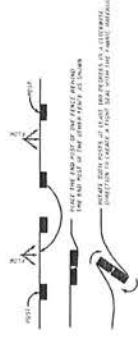
PROTECTION AROUND INLETS OR SIMILAR STRUCTURES
BY LAKE COUNTY

- NOTES FOR SLOPES AND BARRIERS:
1. THE 1:1 SLOPE SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
 2. THE 1:1 SLOPE SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
 3. THE 1:1 SLOPE SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
 4. THE 1:1 SLOPE SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
 5. THE 1:1 SLOPE SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
 6. THE 1:1 SLOPE SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
 7. THE 1:1 SLOPE SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
 8. THE 1:1 SLOPE SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
 9. THE 1:1 SLOPE SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
 10. THE 1:1 SLOPE SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.



TYPE III SILT FENCE
BY LAKE COUNTY

TYPE III SILT FENCE
BY LAKE COUNTY



JOINING TWO SILT FENCES
BY LAKE COUNTY

- NOTES FOR SLOPES AND BARRIERS:
1. THE 1:1 SLOPE SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
 2. THE 1:1 SLOPE SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
 3. THE 1:1 SLOPE SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
 4. THE 1:1 SLOPE SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
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 7. THE 1:1 SLOPE SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
 8. THE 1:1 SLOPE SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
 9. THE 1:1 SLOPE SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
 10. THE 1:1 SLOPE SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.



DM ENGINEERING
SERVICES, INC.
Civil - Structural - Inspection
621 E. WASHINGTON ST.,
SUITE 8, ORLANDO,
FLORIDA 32801
OFFICE: (407) 704-7815
WWW.DMENGINEER.COM

CLIENT INFO:
LAKE COUNTY
OFFICE OF
PARKS AND TRAILS
2401 WOODLEA ROAD,
TAVARES,
FLORIDA 32778

ENGINEER OF RECORD:
DAVID R. BORYS, P.E., CFM
FL. REG. NO. 75372



PEAR PARK
IMPROVEMENTS
LEESBURG,
LAKE COUNTY,
FLORIDA

TREE REMOVAL PLAN
(1 OF 2)

SUBMITTALS

DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV
04-30-2024	LAKE CO. BID/IFC

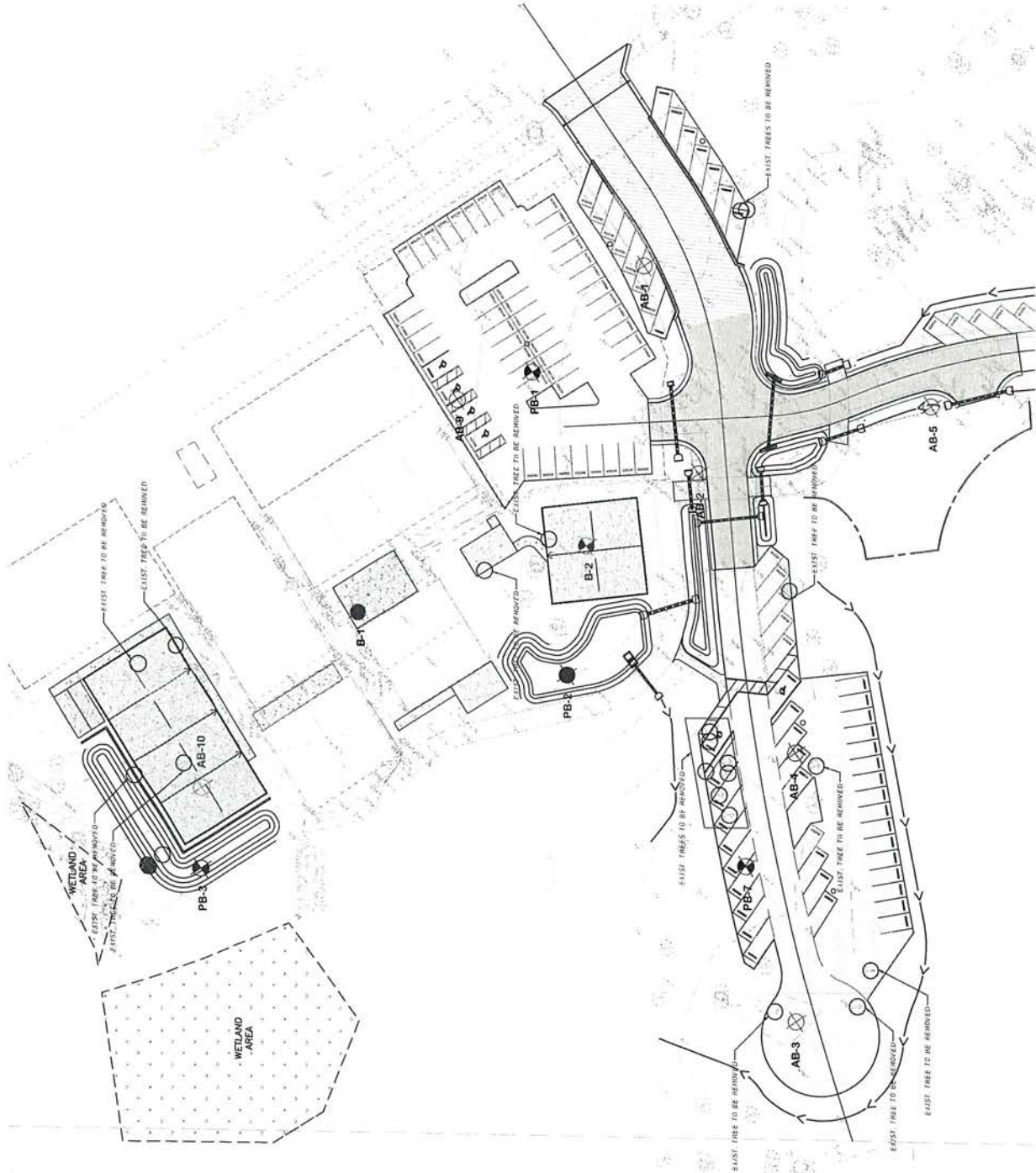
SCALE: 1" = 30'

SHEET NO. C-27

P:\2021\21-2184 P.E.A.R. Park Improvements Lake County\1000-CAD_C27-SHEETS\PEAR-C-TREE.dwg



NOTES:
1. TREES IDENTIFIED WITH CIRCLES AROUND ARE PROPOSED FOR REMOVAL.
2. ALL OTHER TREES SHALL REMAIN AND BE PROTECTED IN PLACE DURING CONSTRUCTION.
3. ALL LAKE COUNTY REQUIREMENTS FOR THE REMOVAL OF TREES.



NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

SITE PLAN

DATE: 5/11/2024 3:26:55 PM

USER: DBRY

PROJECT: PEAR



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LAKE COUNTY
OFFICE OF
PARKS AND TRAILS
2401 WOODLEA ROAD,
TAVARES,
FLORIDA 32778

ENGINEER OF RECORD:
DAVID R. BORYS, P.E., CFM
FL REG. NO. 75372



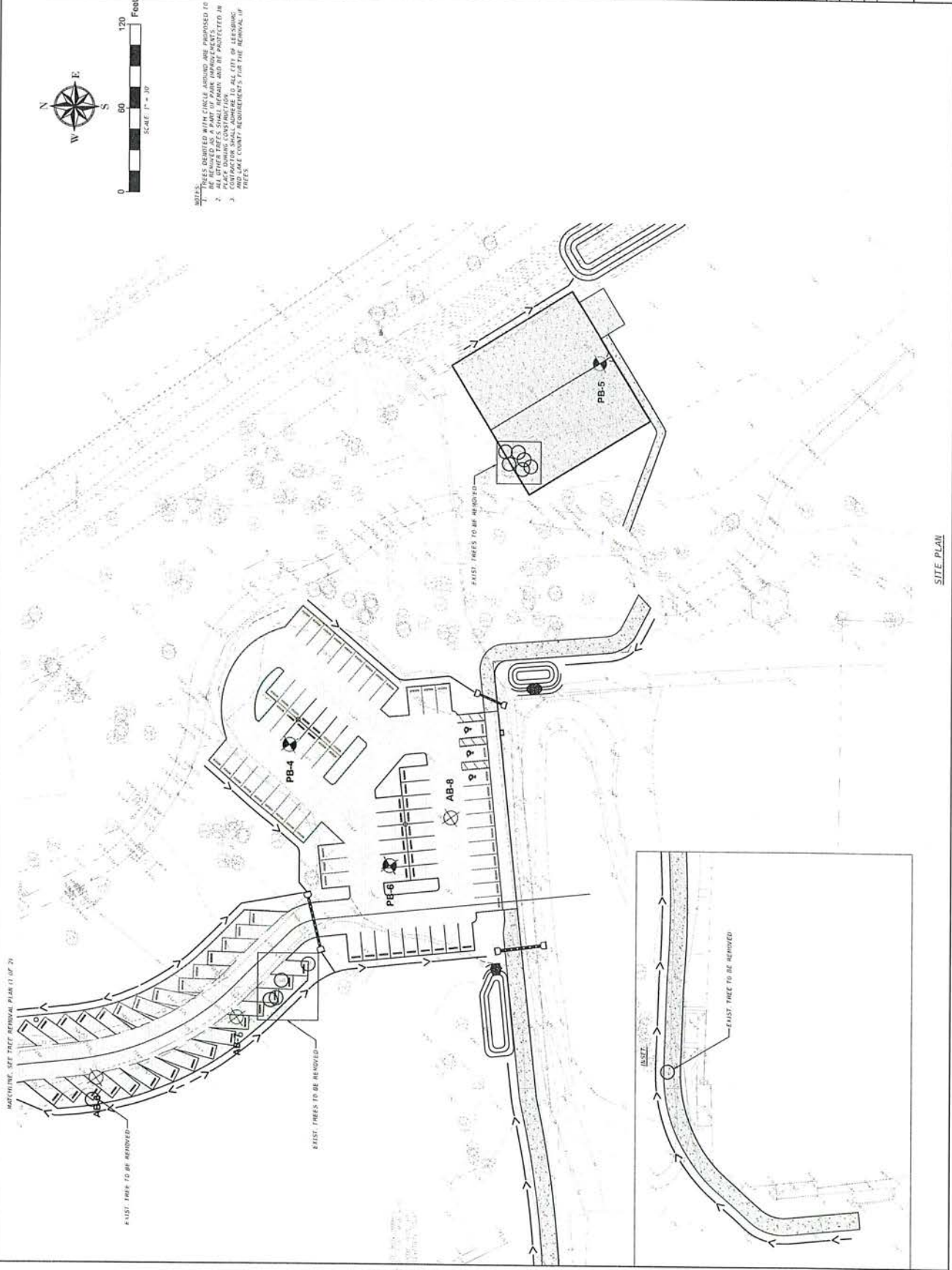
PEAR PARK IMPROVEMENTS
LEESBURG,
LAKE COUNTY,
FLORIDA

TREE REMOVAL PLAN
(2 OF 2)

SUBMITTALS	
DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV
04-30-2024	LAKE CO. BID/IFC

SCALE: 1" = 30'

SHEET NO.	C-28
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SITE PLAN



OM ENGINEERING
SERVICES, INC.
Civil - Structural - Geotechnical
621 E. WASHINGTON ST.,
SUITE 8, ORLANDO,
FLORIDA 32801
OFFICE: (407) 704-7815
WWW.OMENGINEER.COM

CLIENT INFO:
LAKE COUNTY
OFFICE OF
PARKS AND TRAILS
2401 WOODLEE ROAD,
TAVARES,
FLORIDA 32778

ENGINEER OF RECORD:
DAVID R. BORYS, P.E., CFM
FL. REG. NO. 75572



PEAR PARK
IMPROVEMENTS
LEESBURG,
LAKE COUNTY,
FLORIDA

SIGNING AND
PAVEMENT MARKING
PLAN (1 OF 2)

SUBMITTALS

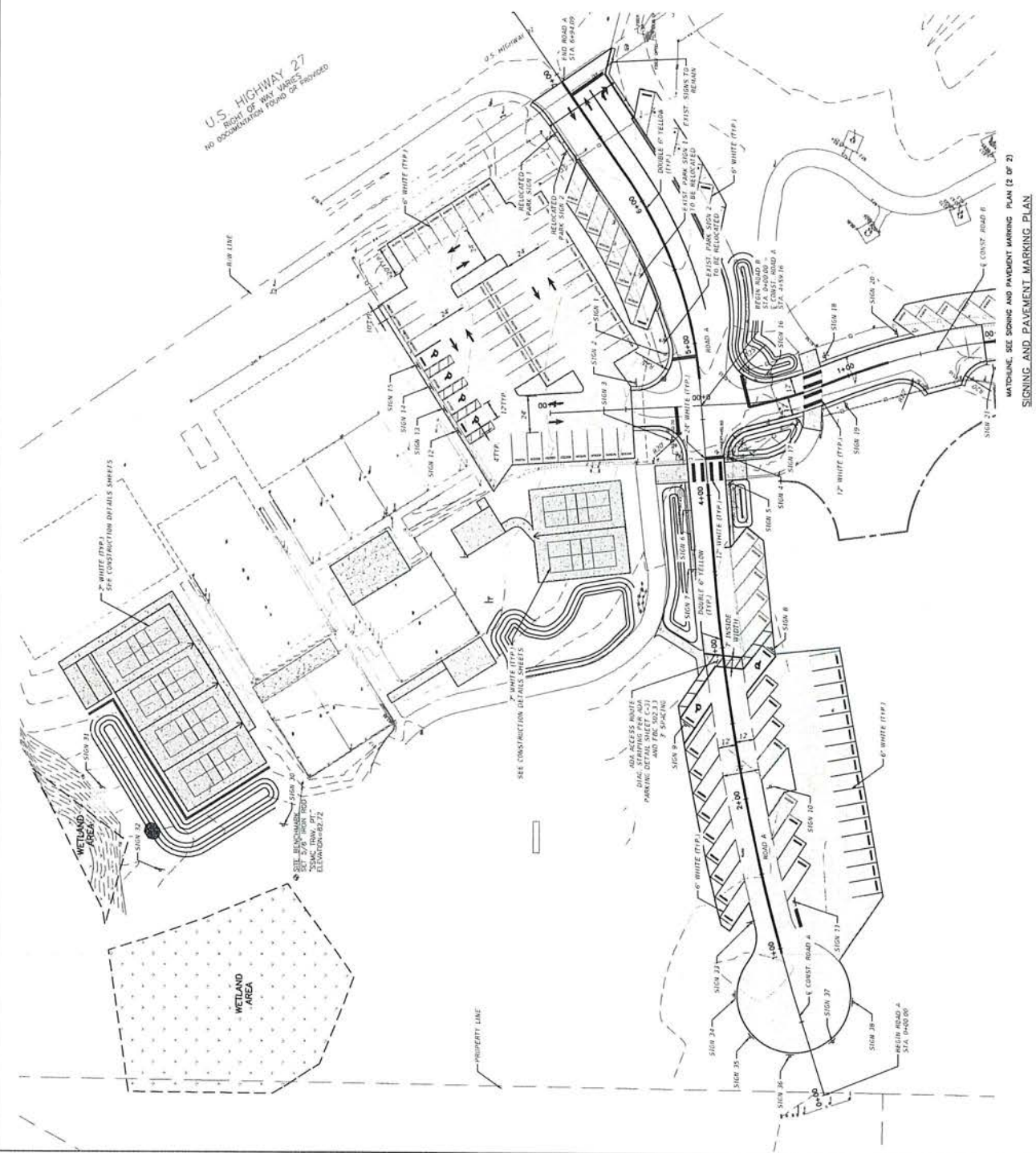
DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV.
04-30-2024	LAKE CO. BID/IFC

SCALE: 1" = 50'

SHEET NO. C-29



- NOTES:
- ALL EXISTING SIGNS TO REMAIN UNLESS SHOWN OTHERWISE.
 - ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH THE LATEST EDITION OF THE MUTCD (2003) AND THE LATEST EDITION OF THE FHWA'S SIGNING AND MARKING MANUAL (2003).
 - ALL PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THE LATEST EDITION OF THE MUTCD (2003) AND THE LATEST EDITION OF THE FHWA'S SIGNING AND MARKING MANUAL (2003).
 - CONTRACTOR SHALL PLACE SIGNS IN ACCORDANCE WITH THE LATEST EDITION OF THE MUTCD (2003) AND THE LATEST EDITION OF THE FHWA'S SIGNING AND MARKING MANUAL (2003).



MATCHLINE, SEE SIGNING AND PAVEMENT MARKING PLAN (2 OF 2)

SIGNING AND PAVEMENT MARKING PLAN



DM ENGINEERING
SERVICES, INC.
Civil - Structural - Inspection

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CLIENT INFO:
LAKE COUNTY
OFFICE OF
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2401 WOODLEA ROAD,
TAVARES,
FLORIDA 32778

ENGINEER OF RECORD:
DAVID R. BORYS, P.E., CFM
FL. REG. NO. 75372



PEAR PARK
IMPROVEMENTS
LEESBURG,
LAKE COUNTY,
FLORIDA

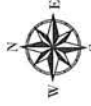
SIGNING AND
PAVEMENT MARKING
PLAN (2 OF 2)

SUBMITTALS

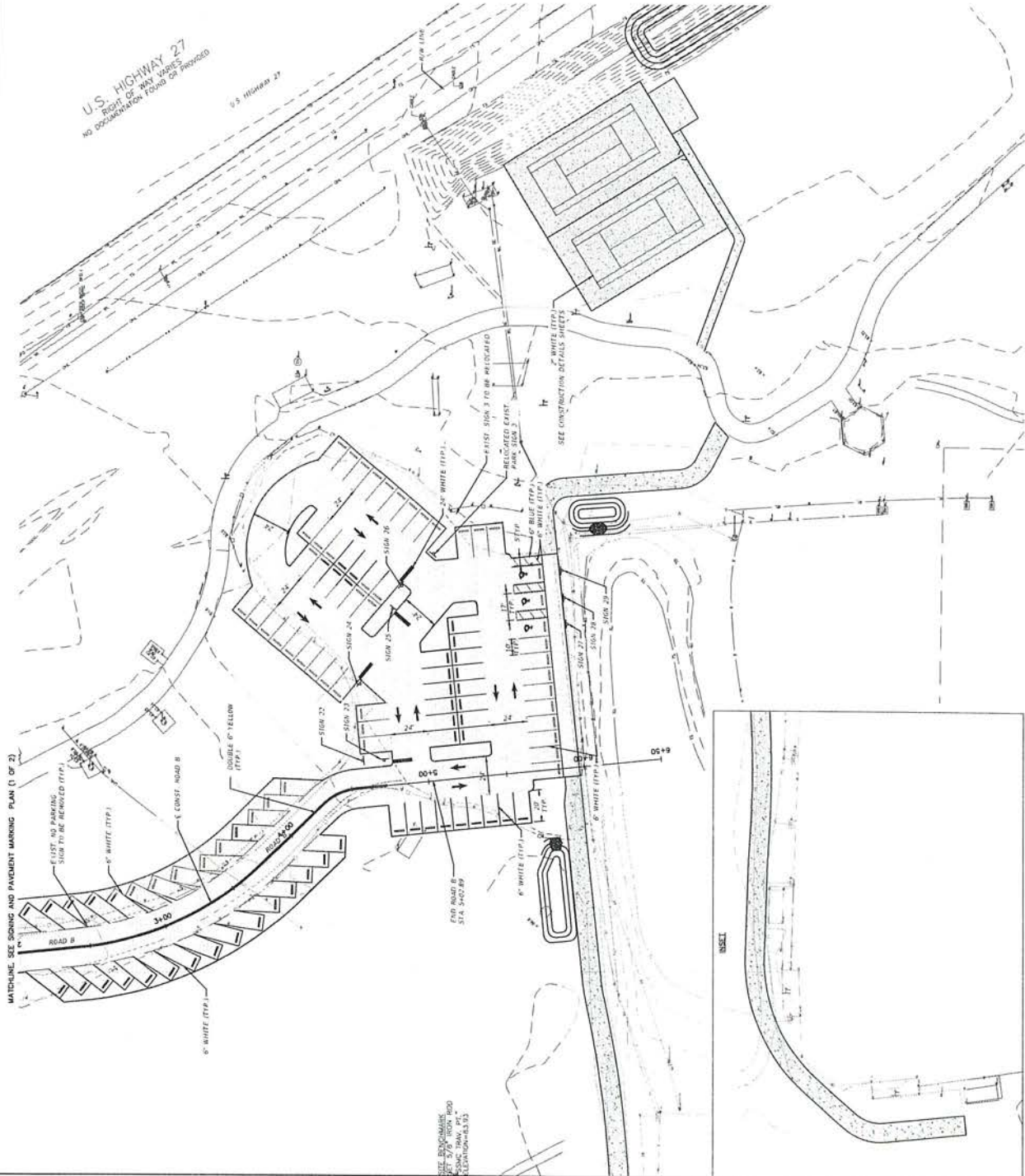
DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV
04-30-2024	LAKE CO. BID/IFC

SCALE: 1" = 50'

SHEET NO. C-30



- NOTES:
- ALL EXISTING SIGNS TO REMAIN UNLESS NOTED OTHERWISE.
 - NOTED SUPPLEMENTARY SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE MUTCD (2003) FOR THE PLACEMENT OF PAVEMENT MARKINGS.
 - ALL PAVEMENT MARKINGS SHALL BE HANDPAINTED AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE MUTCD (2003) FOR THE PLACEMENT OF PAVEMENT MARKINGS.
 - CONTRACTOR SHALL COORDINATE WITH LAKE COUNTY REGARDING THE PLACEMENT OF ANY SIGNAGE THAT MAY BE REQUIRED OR OTHER EXISTING SIGNS.



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CLIENT INFO:
LAKE COUNTY
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2401 WOODLEA ROAD,
TAVARES,
FLORIDA 32778

ENGINEER OF RECORD:
DAVID R. BORYS, P.E., CFM
FL. REG. NO. 75372



PEAR PARK
IMPROVEMENTS

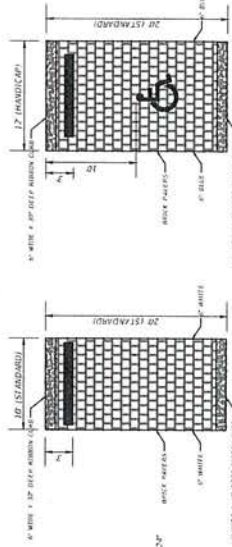
LEESBURG,
LAKE COUNTY,
FLORIDA

SIGNING AND
PAVEMENT MARKING
DETAILS

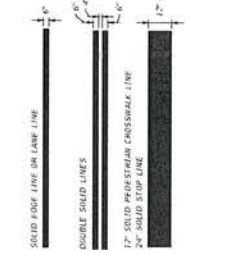
SUBMITTALS

DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV
04-30-2024	LAKE CO. BID/IFC

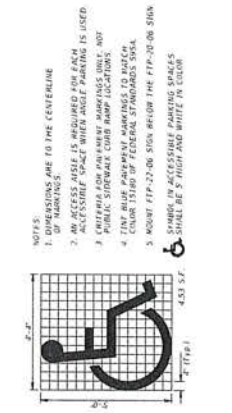
SHEET NO. C-31



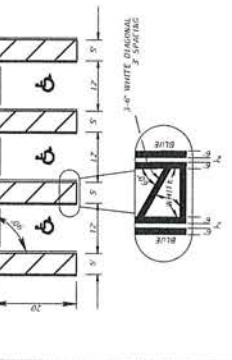
TYPICAL PARKING SPACE



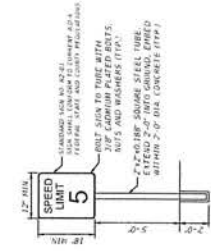
PAVEMENT MARKING LINES



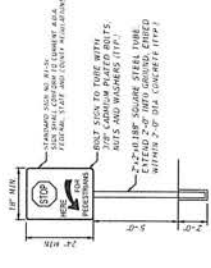
UNIVERSAL SYMBOL OF ACCESSIBILITY



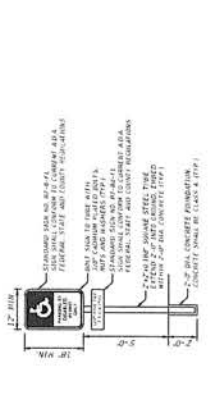
PAVEMENT MARKING FOR PARKING



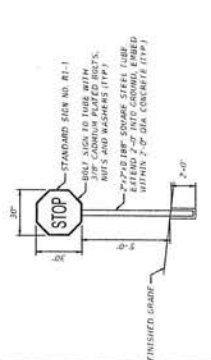
SPEED LIMIT SIGN DETAIL



PEDESTRIAN CROSSING SIGN DETAIL



DISABLED PARKING SIGN DETAIL



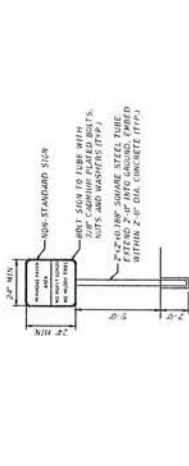
STOP SIGN DETAIL

SIGN NO.	TYPE	STATION	OFFSET	ALIGNMENT
01	STOP	4+95.70	5' FROM EOP	✓ ROAD A
02	PEDESTRIAN PARKING	4+76.76	5' FROM EOP	✓ ROAD A
03	STOP	4+37.42	5' FROM EOP	✓ ROAD A
04	STOP	4+24.65	2.5' FROM EOP	✓ ROAD A
05	PEDESTRIAN CROSSING	4+06.75	2.5' FROM EOP	✓ ROAD A
06	PEDESTRIAN PARKING	3+40.50	2.5' FROM EOP	✓ ROAD A
07	SPEED LIMIT	3+40.50	2.5' FROM EOP	✓ ROAD A
08	DISABLED PARKING	2+85.00	4' FROM WHEELSTOP	✓ ROAD A
09	DISABLED PARKING	2+52.00	4' FROM WHEELSTOP	✓ ROAD A
10	STOP	2+52.00	4' FROM WHEELSTOP	✓ ROAD A
11	STOP	1+29.50	16.50 FT	✓ ROAD A
12	DISABLED PARKING	N. 1601160.89	E. 377310.10	N/A
13	DISABLED PARKING	N. 1301159.97	E. 377324.77	N/A
14	DISABLED PARKING	N. 1601160.10	E. 377338.83	N/A
15	DISABLED PARKING	N. 1601177.91	E. 377352.77	N/A
16	STOP	0+42.16	5' FROM EOP	✓ ROAD B
17	PEDESTRIAN CROSSING	0+40.00	5' FROM EOP	✓ ROAD B
18	PEDESTRIAN PARKING	0+40.00	5' FROM EOP	✓ ROAD B
19	SPEED LIMIT	0+40.00	5' FROM EOP	✓ ROAD B
20	PEDESTRIAN PARKING	0+40.00	5' FROM EOP	✓ ROAD B
21	PEDESTRIAN PARKING	0+40.00	5' FROM EOP	✓ ROAD B
22	SPEED LIMIT	0+40.00	5' FROM EOP	✓ ROAD B
23	SPEED LIMIT	0+40.00	5' FROM EOP	✓ ROAD B
24	STOP	N. 1600572.04	E. 377244.43	N/A
25	STOP	N. 1600550.96	E. 377290.47	N/A
26	STOP	N. 1600546.33	E. 377606.99	N/A
27	DISABLED PARKING	N. 1600419.67	E. 377542.41	N/A
28	DISABLED PARKING	N. 1600411.39	E. 377598.44	N/A
29	DISABLED PARKING	N. 1600442.05	E. 377616.38	N/A
30	WETLAND AREA	N. 1601160.50	E. 377051.19	N/A
31	WETLAND AREA	N. 1601160.44	E. 377075.63	N/A
32	WETLAND AREA	N. 1601160.01	E. 377071.58	N/A
33	SHOULDER DROP-OFF	1+25.90	14.50 FT	✓ ROAD A
34	END OF ROADWAY MARKER	0+47.50	37.50 FT	✓ ROAD A
35	END OF ROADWAY MARKER	0+47.50	37.50 FT	✓ ROAD A
36	END OF ROADWAY MARKER	0+47.50	37.50 FT	✓ ROAD A
37	END OF ROADWAY MARKER	0+47.50	37.50 FT	✓ ROAD A
38	END OF ROADWAY MARKER	0+47.50	37.50 FT	✓ ROAD A

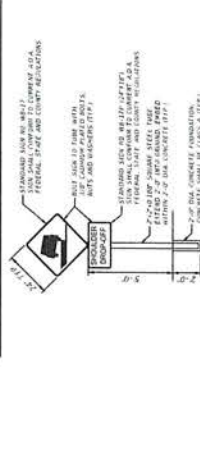
- NOTES:
1. REFER TO THE PERMITS FOR SIGN PLACEMENTS.
 2. CONTRACTOR SHALL NOISE SIGNS TO BE PLACED WITHIN 2 FEET OF THE POSTED SPEED LIMIT.
 3. PLACE SIGNS A MINIMUM OF 2 FEET BEHIND BACK OF CURB WITHIN PARKING AREAS.



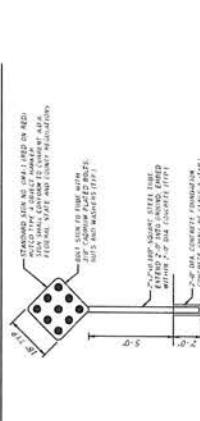
WETLAND AREA SIGN DETAIL



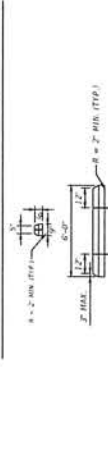
PERMEABLE PAVERS SIGN DETAIL



SHOULDER DROP-OFF SIGN DETAIL



END OF ROADWAY MARKER/SIGN DETAIL



CONCRETE WHEEL STOP DETAIL

- NOTES:
1. CONCRETE MARKERS SHALL BE 18" HIGH, 18" WIDE, AND 18" DEEP. THEY SHALL BE INSTALLED IN THE CENTER OF THE ROADWAY.
 2. REFER TO THE STANDARD PLANS FOR THE PLACEMENT OF THE MARKERS.
 3. ALL SIGNS SHALL CONFORM TO STATE AND LOCAL AGENCY REQUIREMENTS.
 4. CONTRACTOR SHALL COORDINATE WITH LAKE COUNTY FOR THE POSTED SPEED LIMIT.
 5. CONTRACTOR SHALL COORDINATE WITH LAKE COUNTY FOR THE POSTED SPEED LIMIT.
 6. FINISHED GRADE ELEVATION AT LOCATIONS WHERE THE GROUND IS SLOPED.



DM ENGINEERING
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CLIENT INFO:
LAKE COUNTY
PARKS AND TRAILS
2401 TOWLER ROAD,
TOWLER, FLORIDA 32778

ENGINEER OF RECORD:
MINESH BHAVSAR, PE
FL. REG. NO. 56861



PEAR PARK
IMPROVEMENTS
LEESBURG,
LAKE COUNTY,
FLORIDA

LIGHTING PLAN
(1 OF 2)

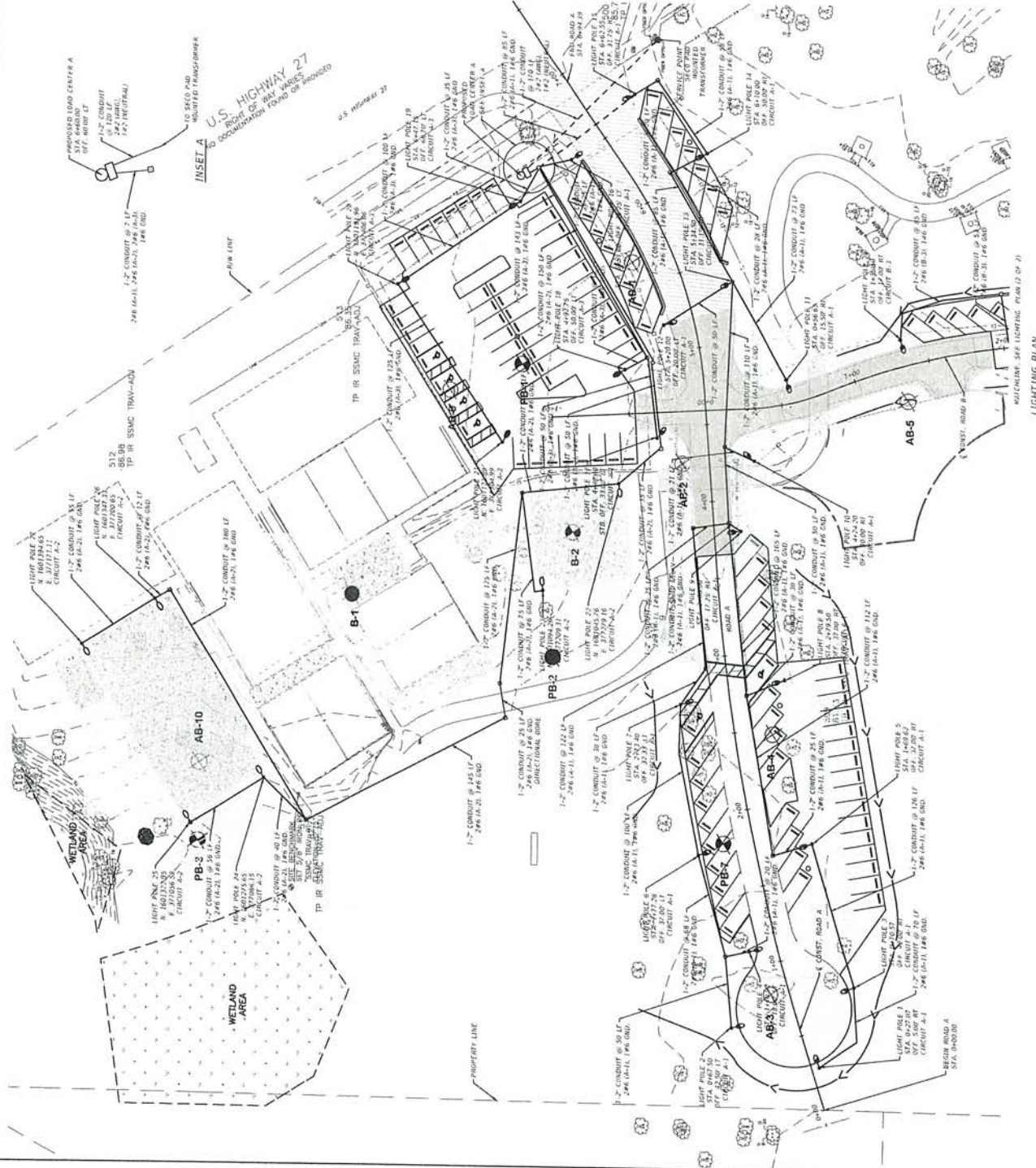
SUBMITTALS	
DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV.
04-30-2024	LAKE CO. BID/IFC

SCALE: 1" = 30'

SHEET NO. C-33



- NOTE:
1. ALL CENTER AND SERVICE POINT LOCATIONS SHOWN ARE PRELIMINARY. LOCATIONS TO BE FINALIZED UPON THE COMPLETION OF THE LIGHTING STUDY.
 2. LIGHT Poles SHALL BE 27' TALL UNLESS OTHERWISE NOTED. LIGHT Poles SHALL BE 27' TALL UNLESS OTHERWISE NOTED.
 3. ALL LIGHT Poles SHALL BE 27' TALL UNLESS OTHERWISE NOTED. LIGHT Poles SHALL BE 27' TALL UNLESS OTHERWISE NOTED.
 4. ALL LIGHT Poles SHALL BE 27' TALL UNLESS OTHERWISE NOTED. LIGHT Poles SHALL BE 27' TALL UNLESS OTHERWISE NOTED.
 5. ALL LIGHT Poles SHALL BE 27' TALL UNLESS OTHERWISE NOTED. LIGHT Poles SHALL BE 27' TALL UNLESS OTHERWISE NOTED.
 6. ALL LIGHT Poles SHALL BE 27' TALL UNLESS OTHERWISE NOTED. LIGHT Poles SHALL BE 27' TALL UNLESS OTHERWISE NOTED.



LIGHTING PLAN



CLIENT INFO:
LAKE COUNTY
OFFICE OF
PARKS AND TRAILS
101 WOODLEA ROAD,
TAVARES,
FLORIDA 32778

ENGINEER OF RECORD:
NIMESH BHAVSAR, PE
FL. REG. NO. 56861



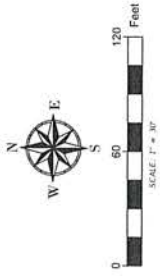
PEAR PARK
IMPROVEMENTS

LIGHTING PLAN
(2 OF 2)

SUBMITTALS	
DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROVAL
04-30-2024	LAKE CO. BID/IFC

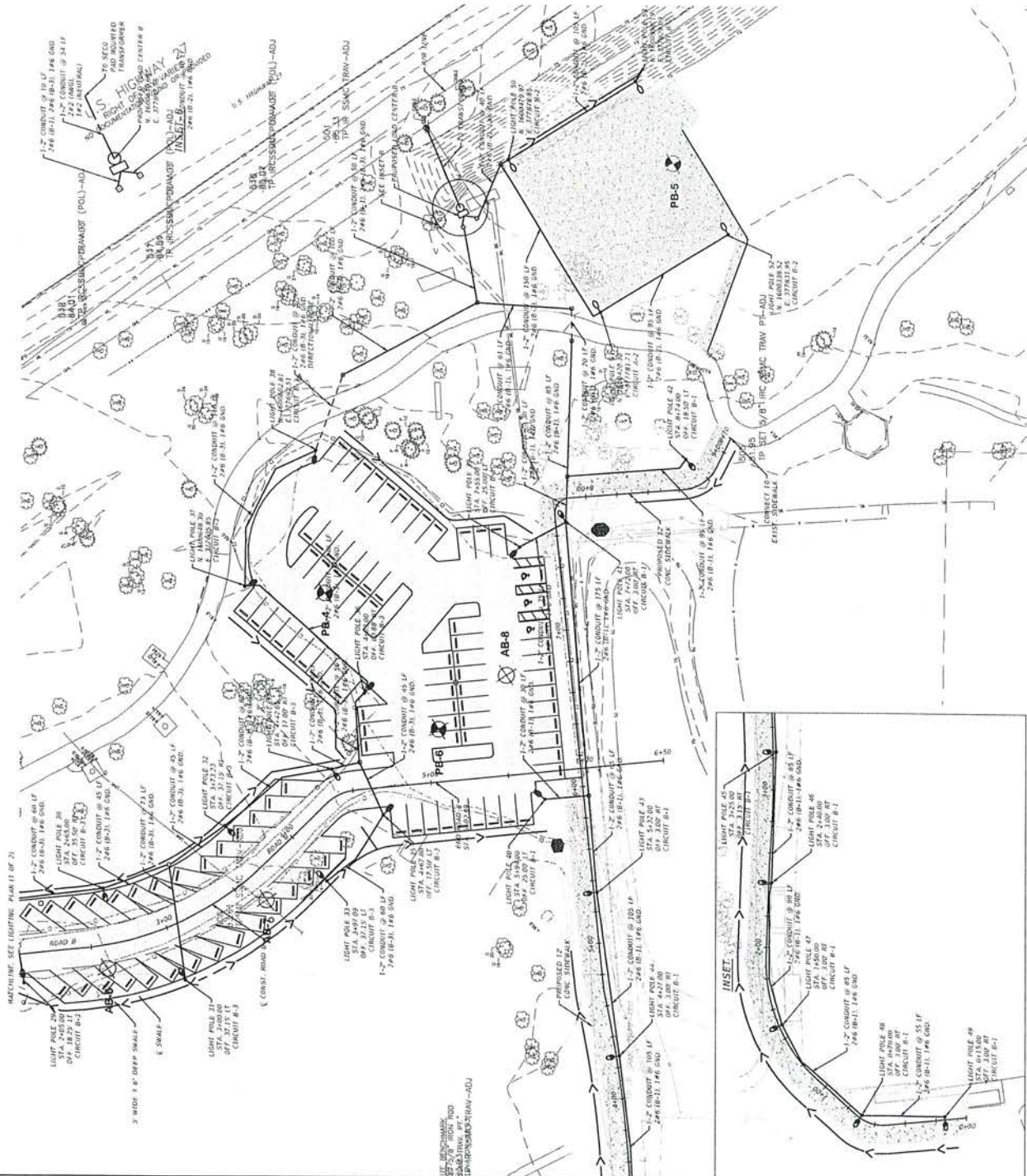
SCALE: 1" = 50'

SHEET NO. C-34



NOTES:

1. ROAD CENTER AND SERVICE POINT LOCATIONS SHOWN ARE APPROXIMATE. FIELD VERIFICATION REQUIRED.
2. AFTER PUMP COMPANY CONVICTION, UTILIZED LIGHT PILES 25' TYPICAL, 10' USED FOR LIGHTING. LIGHT PILES 25' TYPICAL, 10' USED FOR LIGHTING. LIGHT PILES 25' TYPICAL, 10' USED FOR LIGHTING. LIGHT PILES 25' TYPICAL, 10' USED FOR LIGHTING.
3. PAVING AREA LIGHT PILES 10' THROUGH 21' SHALL BE 30'-36" IN DIAMETER. LIGHT PILES 21' THROUGH 36" SHALL BE 36"-48" IN DIAMETER. LIGHT PILES 36" THROUGH 48" SHALL BE 48"-60" IN DIAMETER. LIGHT PILES 60" THROUGH 72" SHALL BE 72"-84" IN DIAMETER. LIGHT PILES 84" THROUGH 96" SHALL BE 96"-108" IN DIAMETER. LIGHT PILES 108" THROUGH 120" SHALL BE 120"-132" IN DIAMETER. LIGHT PILES 132" THROUGH 144" SHALL BE 144"-156" IN DIAMETER. LIGHT PILES 156" THROUGH 168" SHALL BE 168"-180" IN DIAMETER. LIGHT PILES 180" THROUGH 192" SHALL BE 192"-204" IN DIAMETER. LIGHT PILES 204" THROUGH 216" SHALL BE 216"-228" IN DIAMETER. LIGHT PILES 228" THROUGH 240" SHALL BE 240"-252" IN DIAMETER. LIGHT PILES 252" THROUGH 264" SHALL BE 264"-276" IN DIAMETER. LIGHT PILES 276" THROUGH 288" SHALL BE 288"-300" IN DIAMETER. LIGHT PILES 300" THROUGH 312" SHALL BE 312"-324" IN DIAMETER. LIGHT PILES 324" THROUGH 336" SHALL BE 336"-348" IN DIAMETER. LIGHT PILES 348" THROUGH 360" SHALL BE 360"-372" IN DIAMETER. LIGHT PILES 372" THROUGH 384" SHALL BE 384"-396" IN DIAMETER. LIGHT PILES 396" THROUGH 408" SHALL BE 408"-420" IN DIAMETER. LIGHT PILES 420" THROUGH 432" SHALL BE 432"-444" IN DIAMETER. LIGHT PILES 444" THROUGH 456" SHALL BE 456"-468" IN DIAMETER. LIGHT PILES 468" THROUGH 480" SHALL BE 480"-492" IN DIAMETER. LIGHT PILES 492" THROUGH 504" SHALL BE 504"-516" IN DIAMETER. LIGHT PILES 516" THROUGH 528" SHALL BE 528"-540" IN DIAMETER. LIGHT PILES 540" THROUGH 552" SHALL BE 552"-564" IN DIAMETER. LIGHT PILES 564" THROUGH 576" SHALL BE 576"-588" IN DIAMETER. LIGHT PILES 588" THROUGH 600" SHALL BE 600"-612" IN DIAMETER. LIGHT PILES 612" THROUGH 624" SHALL BE 624"-636" IN DIAMETER. LIGHT PILES 636" THROUGH 648" SHALL BE 648"-660" IN DIAMETER. LIGHT PILES 660" THROUGH 672" SHALL BE 672"-684" IN DIAMETER. LIGHT PILES 684" THROUGH 696" SHALL BE 696"-708" IN DIAMETER. LIGHT PILES 708" THROUGH 720" SHALL BE 720"-732" IN DIAMETER. LIGHT PILES 732" THROUGH 744" SHALL BE 744"-756" IN DIAMETER. LIGHT PILES 756" THROUGH 768" SHALL BE 768"-780" IN DIAMETER. LIGHT PILES 780" THROUGH 792" SHALL BE 792"-804" IN DIAMETER. LIGHT PILES 804" THROUGH 816" SHALL BE 816"-828" IN DIAMETER. LIGHT PILES 828" THROUGH 840" SHALL BE 840"-852" IN DIAMETER. LIGHT PILES 852" THROUGH 864" SHALL BE 864"-876" IN DIAMETER. LIGHT PILES 876" THROUGH 888" SHALL BE 888"-900" IN DIAMETER. LIGHT PILES 900" THROUGH 912" SHALL BE 912"-924" IN DIAMETER. LIGHT PILES 924" THROUGH 936" SHALL BE 936"-948" IN DIAMETER. LIGHT PILES 948" THROUGH 960" SHALL BE 960"-972" IN DIAMETER. LIGHT PILES 972" THROUGH 984" SHALL BE 984"-996" IN DIAMETER. LIGHT PILES 996" THROUGH 1008" SHALL BE 1008"-1020" IN DIAMETER. LIGHT PILES 1020" THROUGH 1032" SHALL BE 1032"-1044" IN DIAMETER. LIGHT PILES 1044" THROUGH 1056" SHALL BE 1056"-1068" IN DIAMETER. LIGHT PILES 1068" THROUGH 1080" SHALL BE 1080"-1092" IN DIAMETER. LIGHT PILES 1092" THROUGH 1104" SHALL BE 1104"-1116" IN DIAMETER. LIGHT PILES 1116" THROUGH 1128" SHALL BE 1128"-1140" IN DIAMETER. LIGHT PILES 1140" THROUGH 1152" SHALL BE 1152"-1164" IN DIAMETER. LIGHT PILES 1164" THROUGH 1176" SHALL BE 1176"-1188" IN DIAMETER. LIGHT PILES 1188" THROUGH 1200" SHALL BE 1200"-1212" IN DIAMETER. LIGHT PILES 1212" THROUGH 1224" SHALL BE 1224"-1236" IN DIAMETER. LIGHT PILES 1236" THROUGH 1248" SHALL BE 1248"-1260" IN DIAMETER. LIGHT PILES 1260" THROUGH 1272" SHALL BE 1272"-1284" IN DIAMETER. LIGHT PILES 1284" THROUGH 1296" SHALL BE 1296"-1308" IN DIAMETER. LIGHT PILES 1308" THROUGH 1320" SHALL BE 1320"-1332" IN DIAMETER. LIGHT PILES 1332" THROUGH 1344" SHALL BE 1344"-1356" IN DIAMETER. LIGHT PILES 1356" THROUGH 1368" SHALL BE 1368"-1380" IN DIAMETER. LIGHT PILES 1380" THROUGH 1392" SHALL BE 1392"-1404" IN DIAMETER. LIGHT PILES 1404" THROUGH 1416" SHALL BE 1416"-1428" IN DIAMETER. LIGHT PILES 1428" THROUGH 1440" SHALL BE 1440"-1452" IN DIAMETER. LIGHT PILES 1452" THROUGH 1464" SHALL BE 1464"-1476" IN DIAMETER. LIGHT PILES 1476" THROUGH 1488" SHALL BE 1488"-1500" IN DIAMETER. LIGHT PILES 1500" THROUGH 1512" SHALL BE 1512"-1524" IN DIAMETER. LIGHT PILES 1524" THROUGH 1536" SHALL BE 1536"-1548" IN DIAMETER. LIGHT PILES 1548" THROUGH 1560" SHALL BE 1560"-1572" IN DIAMETER. LIGHT PILES 1572" THROUGH 1584" SHALL BE 1584"-1596" IN DIAMETER. LIGHT PILES 1596" THROUGH 1608" SHALL BE 1608"-1620" IN DIAMETER. LIGHT PILES 1620" THROUGH 1632" SHALL BE 1632"-1644" IN DIAMETER. LIGHT PILES 1644" THROUGH 1656" SHALL BE 1656"-1668" IN DIAMETER. LIGHT PILES 1668" THROUGH 1680" SHALL BE 1680"-1692" IN DIAMETER. LIGHT PILES 1692" THROUGH 1704" SHALL BE 1704"-1716" IN DIAMETER. LIGHT PILES 1716" THROUGH 1728" SHALL BE 1728"-1740" IN DIAMETER. LIGHT PILES 1740" THROUGH 1752" SHALL BE 1752"-1764" IN DIAMETER. LIGHT PILES 1764" THROUGH 1776" SHALL BE 1776"-1788" IN DIAMETER. LIGHT PILES 1788" THROUGH 1800" SHALL BE 1800"-1812" IN DIAMETER. LIGHT PILES 1812" THROUGH 1824" SHALL BE 1824"-1836" IN DIAMETER. LIGHT PILES 1836" THROUGH 1848" SHALL BE 1848"-1860" IN DIAMETER. LIGHT PILES 1860" THROUGH 1872" SHALL BE 1872"-1884" IN DIAMETER. LIGHT PILES 1884" THROUGH 1896" SHALL BE 1896"-1908" IN DIAMETER. LIGHT PILES 1908" THROUGH 1920" SHALL BE 1920"-1932" IN DIAMETER. LIGHT PILES 1932" THROUGH 1944" SHALL BE 1944"-1956" IN DIAMETER. LIGHT PILES 1956" THROUGH 1968" SHALL BE 1968"-1980" IN DIAMETER. LIGHT PILES 1980" THROUGH 1992" SHALL BE 1992"-2004" IN DIAMETER. LIGHT PILES 2004" THROUGH 2016" SHALL BE 2016"-2028" IN DIAMETER. LIGHT PILES 2028" THROUGH 2040" SHALL BE 2040"-2052" IN DIAMETER. LIGHT PILES 2052" THROUGH 2064" SHALL BE 2064"-2076" IN DIAMETER. LIGHT PILES 2076" THROUGH 2088" SHALL BE 2088"-2100" IN DIAMETER. LIGHT PILES 2100" THROUGH 2112" SHALL BE 2112"-2124" IN DIAMETER. LIGHT PILES 2124" THROUGH 2136" SHALL BE 2136"-2148" IN DIAMETER. LIGHT PILES 2148" THROUGH 2160" SHALL BE 2160"-2172" IN DIAMETER. LIGHT PILES 2172" THROUGH 2184" SHALL BE 2184"-2196" IN DIAMETER. LIGHT PILES 2196" THROUGH 2208" SHALL BE 2208"-2220" IN DIAMETER. LIGHT PILES 2220" THROUGH 2232" SHALL BE 2232"-2244" IN DIAMETER. LIGHT PILES 2244" THROUGH 2256" SHALL BE 2256"-2268" IN DIAMETER. LIGHT PILES 2268" THROUGH 2280" SHALL BE 2280"-2292" IN DIAMETER. LIGHT PILES 2292" THROUGH 2304" SHALL BE 2304"-2316" IN DIAMETER. LIGHT PILES 2316" THROUGH 2328" SHALL BE 2328"-2340" IN DIAMETER. LIGHT PILES 2340" THROUGH 2352" SHALL BE 2352"-2364" IN DIAMETER. LIGHT PILES 2364" THROUGH 2376" SHALL BE 2376"-2388" IN DIAMETER. LIGHT PILES 2388" THROUGH 2400" SHALL BE 2400"-2412" IN DIAMETER. LIGHT PILES 2412" THROUGH 2424" SHALL BE 2424"-2436" IN DIAMETER. LIGHT PILES 2436" THROUGH 2448" SHALL BE 2448"-2460" IN DIAMETER. LIGHT PILES 2460" THROUGH 2472" SHALL BE 2472"-2484" IN DIAMETER. LIGHT PILES 2484" THROUGH 2496" SHALL BE 2496"-2508" IN DIAMETER. LIGHT PILES 2508" THROUGH 2520" SHALL BE 2520"-2532" IN DIAMETER. LIGHT PILES 2532" THROUGH 2544" SHALL BE 2544"-2556" IN DIAMETER. LIGHT PILES 2556" THROUGH 2568" SHALL BE 2568"-2580" IN DIAMETER. LIGHT PILES 2580" THROUGH 2592" SHALL BE 2592"-2604" IN DIAMETER. LIGHT PILES 2604" THROUGH 2616" SHALL BE 2616"-2628" IN DIAMETER. LIGHT PILES 2628" THROUGH 2640" SHALL BE 2640"-2652" IN DIAMETER. LIGHT PILES 2652" THROUGH 2664" SHALL BE 2664"-2676" IN DIAMETER. LIGHT PILES 2676" THROUGH 2688" SHALL BE 2688"-2700" IN DIAMETER. LIGHT PILES 2700" THROUGH 2712" SHALL BE 2712"-2724" IN DIAMETER. LIGHT PILES 2724" THROUGH 2736" SHALL BE 2736"-2748" IN DIAMETER. LIGHT PILES 2748" THROUGH 2760" SHALL BE 2760"-2772" IN DIAMETER. LIGHT PILES 2772" THROUGH 2784" SHALL BE 2784"-2796" IN DIAMETER. LIGHT PILES 2796" THROUGH 2808" SHALL BE 2808"-2820" IN DIAMETER. LIGHT PILES 2820" THROUGH 2832" SHALL BE 2832"-2844" IN DIAMETER. LIGHT PILES 2844" THROUGH 2856" SHALL BE 2856"-2868" IN DIAMETER. LIGHT PILES 2868" THROUGH 2880" SHALL BE 2880"-2892" IN DIAMETER. LIGHT PILES 2892" THROUGH 2904" SHALL BE 2904"-2916"



NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

David 5/1/2024 3:30:09 PM

Figure 10-10-10 (cont.)

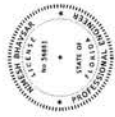
the fact that the *Staphylococcus aureus* strains were isolated from the same source, the results suggest that the strains may be related.



DM ENGINEERING SERVICES
Civil - Structural - Inspection
621 E. WASHINGTON ST.,
SUITE 8, ORLANDO,
FLORIDA 32801
OFFICE: (407) 704-7815
WWW.DMENGINEER.COM

CLIENT INFO:
LAKE COUNTY
OFFICE OF
PARKS AND TRAILS
2401 WOODLEA ROAD,
TAVARES,
FLORIDA 32778

ENGINEER OF RECORD:
NIMESH BHAVSAR, PE
FL REG. NO. 56861

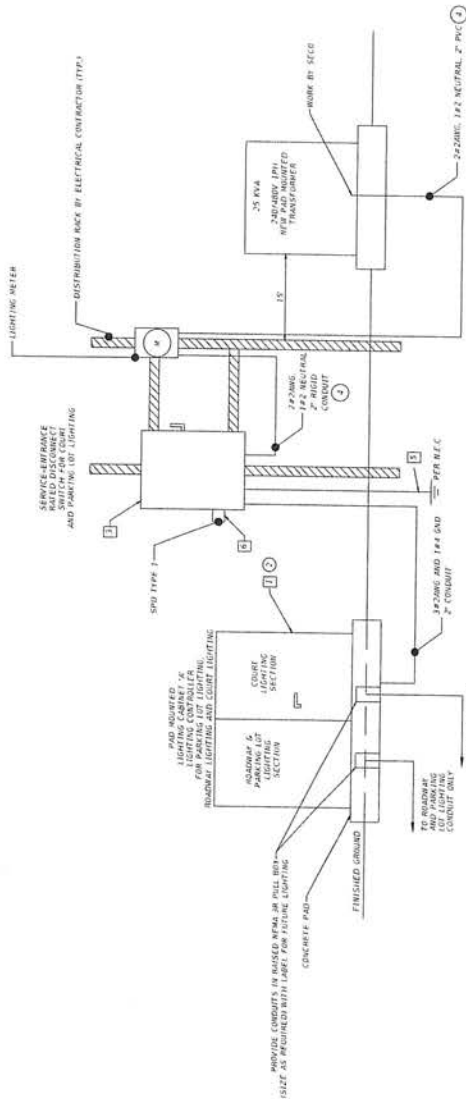


**PEAR PARK
IMPROVEMENTS**
LEESBURG,
LAKE COUNTY,
FLORIDA

**LIGHTING DETAILS
(1 OF 5)**

SUBMITTALS	
DATE	DESCRIPTION
12-27-2023	EEP APPROVAL
03-11-2024	LEESBURG APPROV.
04-30-2024	LAKE CO. BIDDING

SHEET NO. C-35



NOTES:
1. THE METER IS FOR THE ELECTRICAL DISTRIBUTION SYSTEM TO BE PROVIDED BY THE FUTURE OWNER SEPARATE CONTRACT BY LAKE COUNTY, COORDINATE WITH LAKE COUNTY.

FIGURE 3 - ELECTRICAL METER DIAGRAM
(NOT TO SCALE)

OVERALL SUMMARY				LOAD CENTER 2				METER ROOM			
WATTAGE TO BE CONNECTED		NEUTRAL BUS RATING 100%		DESCRIPTION		POSITION		NEUTRAL L. BUS RATING		DESCRIPTION	
CAT NO	WVA	WVA	WVA	WVA	WVA	WVA	WVA	CAT NO	WVA	WVA	WVA
1	262	5.46	5.46	1	2	2	2	1	4.32	30	2
2	262	5.46	5.46	3	4	4	4	2	4.32	30	2
3	262	5.46	5.46	5	6	6	6	3	4.32	30	2
4	262	5.46	5.46	7	8	8	8	4	4.32	30	2
5	262	5.46	5.46	9	10	10	10	5	4.32	30	2
TOTAL CONNECTED LOAD				SPARE				SPARE			
TOTAL DEMAND LOAD				17				12			
TOTAL AVAILABLE LOAD				17				12			
TOTAL AVAILABLE LOAD				17				12			

- ELECTRICAL METER DIAGRAM NOTES:**
1. LIGHTING CABINET SHALL BE FACTORY ASSEMBLED AND TESTED PRIOR TO SHIPMENT TO THE PROJECT SITE FOR INSTALLATION.
 2. ALL COMPONENTS SHALL BE UL LISTED AND LABELED. THE FULLY ASSEMBLED LIGHTING CABINET SHALL BE CERTIFIED BY THE MANUFACTURER.
 3. SERVICE ENTRANCE RATED AND FUSED DISCONNECT SWITCH USED AS PARKING LOT AND PARKWAY LIGHTING DISCONNECTING MEANS.
 4. SERVICE CONDUITS, 2-NO. 2 AND 1-NO. 3 ARE INSTALLED, USING 2" PVC SCHEDULE 40 FOR UNDERGROUND AND RIGID CONDUITS FOR THE ABOVE GROUND INSTALLATIONS.
 5. COPPER CLAD GROUNDING BARS, SUP. 20 LONG MINIMUM, 1/2" UNDER THE FINAL GROUND INSTALLATIONS.
 6. SERVICE PROTECTION DEVICE (SPD) TYPE 1, PER LATEST UL EEE/ANSI AND NEC REQUIREMENTS.

SERVICE POINT SPECIAL NOTES:

1. CONTRACTOR SHALL COORDINATE WITH THE LOCAL POWER COMPANY FOR UTILITY TRANSMISSION CONNECTIONS.
2. METER SOCKET AND CONDUITS FURNISHED AND INSTALLED BY CONTRACTOR PER THE POWER COMPANY'S REQUIREMENTS. METER FURNISHED BY THE POWER COMPANY.
3. POWER COMPANY'S POINT OF CONTACT IS MR. JOSEPH CALABRO PHONE NO. (352) 568-9805.

PANEL BOARD SCHEDULE NOTES:

1. ALL MAIN AND BRANCH CIRCUIT BREAKERS SHALL BE A MINIMUM OF 10 KAC FULLY RATED.
2. TWO SEPARATE SEPARATE PANELBOARDS SHALL BE NEMA 1, IN 12 RATED WITH COPPER BUSBARS.
3. CONTRACTOR SHALL PROVIDE FURNISHED BUSBARS TO BE INSTALLED INSIDE THE LIGHTING CABINET.
4. CONTRACTOR SHALL PROVIDE FURNISHED BUSBARS TO BE INSTALLED INSIDE THE LIGHTING CABINET.
5. COVER TO BE PLACED INSIDE THE PANELBOARD DOOR. THE CIRCUIT BREAKER IDENTIFICATION TAG INFORMATION SHALL BE PLACED INSIDE THE PANELBOARD DOOR.

LIGHTING OPERATION NOTES:

1. COURT LIGHTING CIRCUIT CONTROLLER, PHOTOCELL (PC) CONTROLLED WITH THE CLOCK (TC-1) INVERSE.
2. PARKING LOT LIGHTING CIRCUIT CONTROLLER, PHOTOCELL (PC) CONTROLLED WITH THE CLOCK (TC-2) INVERSE.
3. PARKING LOT LIGHTING CIRCUIT CONTROLLER, PHOTOCELL (PC) CONTROLLED WITH THE CLOCK (TC-2) INVERSE.
4. PARKING LOT LIGHTING CIRCUIT CONTROLLER, PHOTOCELL (PC) CONTROLLED WITH THE CLOCK (TC-2) INVERSE.



3. THE INTENT IS FOR THE ELECTRICAL DISTRIBUTION SYSTEM TO BE PROVIDED IN THE FUTURE UNDER SEPARATE CONTRACT BY LAKE COUNTY COORDINATE WITH LAKE COUNTY.

LOAD CENTER B - ELECTRICAL WISE DIAGRAM
(NOT TO SCALE)

ELECTRICAL MISER DIAGRAM KEYED NOTES:

- [illegible]

SERVICE POINT SPECIAL NOTES

1. CONTRACTOR SHALL COORDINATE WITH THE LOCAL POWER COMPANY FOR UTILITY TRANSFORMER CONNECTIONS.
2. METER SOCKETS AND GROUNDING FURNISHED AND INSTALLED BY CONTRACTOR PER THE POWER COMPANY'S REQUIREMENTS. WETTER FURNISHED BY THE POWER COMPANY.
3. POWER COMPANY'S POINT OF CONTACT IS MR. JOSEPH MAJANO PHONE: (352) 569-0855.

DANIEL BOARD SCHIFFOUR NOTES

1. ALL MAIN AND BRANCH CIRCUIT BREAKERS SHALL BE A MINIMUM OF 10 KALC FULLY RATED.
2. TWO SECTORIAL SEPARATE PANELBOARDS SHALL BE WITH A 101 67 RATED WITH COPPER BUSING. EQUIPPED WITH NOTCHOUT BUS, COVER TO BE INSTALLED INSIDE THE LIGHTING CABINET.
3. CONTRACTOR SHALL PROVIDE THIRTYEIGHT PAPERBOARDED CIRCUIT DIRECTORIES WITH A CLEAR PLASTIC COVER TO BE PLACED INSIDE THE PANELBOARD DOOR. THE CIRCUIT DIRECTORY INFORMATION SHALL MATCH THE PANEL IDENTIFICATION AND INFORMATION.

LIGHTING CREATION NOTES:

1. COURT LIGHTING CIRCUIT CONTROLLER, PHOTOCELL (P.C.) CONTRALED WITH TIME CLOCK (T.C.) OVERRIDE CIRCUIT NO. 2 USED FOR COURT LIGHTING
2. PARKING LOT LIGHTING CIRCUIT CONTROLLER, PHOTOCELL (P.C.) CONTROLLED WITH TIME CLOCK (T.C.) OVERRIDE CIRCUIT NO. 1, 4 ARE USED FOR ROADWAY, PARKING LOT LIGHTING

[illegible]

PEAR PARK IMPROVEMENTS

LEESBURG,
LAKE COUNTY,
FLORIDA

LIGHTING DETAILS
(3 OF 5)

SUBMITTALS	
DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV
04-30-2024	LAKE CO. BID/IFC

SHEET NO. C-37



OM ENGINEERING
SERVICES, INC.
Civil - Structural - Investigations
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FLORIDA 32801
OFFICE: (407) 704-7815
WWW.OMENGINEER.COM

CLIENT INFO:
LAKE COUNTY
OFFICE OF
PARKS AND TRAILS
2401 WOODLEA ROAD,
TAVARES,
FLORIDA 32778

ENGINEER OF RECORD:
NIMESH BHAVSAR, PE
FL. REG. NO. 56861



PEAR PARK
IMPROVEMENTS
LEESBURG,
LAKE COUNTY,
FLORIDA

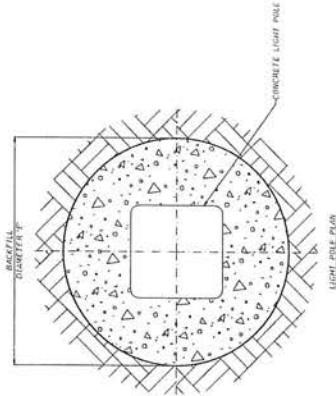
LIGHTING DETAILS
(5 OF 5)

SUBMITTALS	
DATE	DESCRIPTION
12-27-2023	ERP APPROVAL
03-11-2024	LEESBURG APPROV
04-30-2024	LAKE CO. BID/IFC

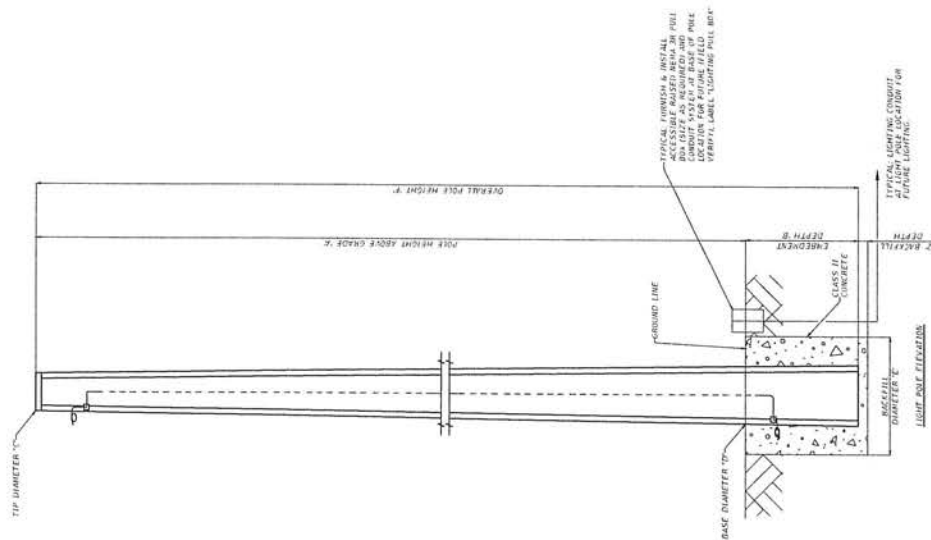
SHEET NO. C-39

NOTES:

1. POLE FOUNDATION HAS BEEN DESIGNED FOR A WIND SPEED OF 140MPH.
2. CONTRACTOR TO SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION OF POLE.
3. THE FOLLOWING GEOTECHNICAL PROPERTIES ARE BASED ON THE REPORT FROM TIERRA SIGNED AND SEALED BY KENNETH L. SPANGLER JR. TO DETERMINE EMBEDMENT DEPTH.
UNCS SOIL CLASSIFICATION: SP-SM-SH
UNCS MOISTURE CONTENT: 20.5%
UNCS COMPRESSION INDEX: 1.05
SOIL ANGLE OF FRICTION: 30 DEGREES
LATERAL BEARING CAPACITY: 1500 PSF
LATERAL RESISTANCE: 1200 LBS/FT
4. CONCRETE BACKFILL SHALL BE CLASS II CONCRETE WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3.4 KSI.
5. CONCRETE BACKFILL SHALL CONFORM TO LUMI SPECIFICATIONS 346 AND 400.
6. SLA POLES SHALL BE TRADITIONAL CONCRETE INC. D520-M5-EA OR EQUIVALENT. POLE SHALL HAVE MIDNIGHT SKY BLACK FINISH.
7. SLIP POLES SHALL BE TRADITIONAL CONCRETE INC. D530-M5-EA OR EQUIVALENT. POLE SHALL HAVE MIDNIGHT SKY BLACK FINISH.
8. SLIP POLES SHALL BE PER NCSO LIGHTING APPENDIX PLANS.



POLE	LIGHT POLE DIMENSIONS		SLA	SLE
TRADITIONAL CONCRETE INC. CATALOG	D520-M5-EA			D530-M5-EA
POLE HEIGHT ABOVE GROUND "X"	20'-0"			20'-0"
POLE HEIGHT ABOVE GROUND "Y"	1'-0"			1'-0"
POLE TIP DIAMETER "C"	3"			3"
POLE BASE DIAMETER "D"	7"			8"
POLE BACKFILL DIAMETER "F"	4'-0"			4'-0"
OVERALL POLE HEIGHT "Y"	25'-0"			20'-0"





St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

December 28, 2023

Melving Isaac
Lake County
1300 Fosgate Rd
Minneola, FL 34715

SUBJECT: 120348-6
P.E.A.R Park Improvements

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on December 28, 2023. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need

GOVERNING BOARD

Rob Bradley, CHAIR
FLEMING ISLAND

Maryam H. Ghyabi-White, VICE CHAIR
ORMOND BEACH

J. Chris Peterson, SECRETARY
WINTER PARK

Cole Oliver, TREASURER
MERRITT ISLAND

Ryan Atwood
MOUNT DORA

Doug Bournique
VERO BEACH

Douglas Burnett
ST. AUGUSTINE

Ron Howse
COCOA

Janet Price
FERNANDINA BEACH

copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.sjrwmd.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Michelle Reiber, Bureau Chief
Division of Regulatory Services
St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, FL 32909
(321) 409-2129

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

David R Borys
OM Engineering services, Inc.
621 E Washington St
Ste 8
Orlando, FL 32801-2957

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 120348-6

DATE ISSUED: December 28, 2023

PROJECT NAME: P.E.A.R Park Improvements

A PERMIT AUTHORIZING:

Modification of an existing Stormwater Management System (120348-4) with stormwater treatment by Retention, Swales for P.E.A.R Park Improvements, a 5.7-acres project to be constructed and operated as per plans received by the District on December 28, 2023.

LOCATION:

Section(s): 24
Lake County

Township(s): 20S

Range(s): 24E

Receiving Water Body:

Name	Class
Palatlahaha River*	III Fresh, IW

ISSUED TO:

Lake County
1300 Fosgate Rd
Minneola, FL 34715

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated December 28, 2023

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By:



Sandra Joiner
Supervising Professional Engineer

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 120348-6
P.E.A.R Park Improvements
DATED December 28, 2023

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities — "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].

- c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
- a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
- a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the District in writing:
- a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall

request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. This permit for construction will expire five years from the date of issuance.
20. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

21. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
22. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.
23. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
24. The proposed stormwater management system to be constructed and operated per the plans received by the District on December 28, 2023.
25. Prior to the construction of the activities authorized in this permit the permittee must install permanent preservation area signs along the upland buffer abutting the wetlands as depicted on Sheets C-29 and C-31 of the plans received by the District on December 28, 2023.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) **or** send a copy of the original affidavit to:

Office of Records and Regulatory Support
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Records and Regulatory Support at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit# _____. The project is located in _____ County, Section
_____, Township _____ South, Range _____ East. The permit authorizes a surface
water management system on _____ acres for _____
_____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwm.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwm.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwm.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Office of Records and Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

Gainesville Sun, Legal Advertising
2700 SW 13th Street
Gainesville, FL 32608
866-858-9652

BRAFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386- 681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Sanford Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
Macclenny, FL 3206 3
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Treasure Coast News
760 NW Enterprise Dr.
Port St. Lucie, FL 34986
772-283-5252

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3439

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322



EXHIBIT C
Bulldog Sitework LLC
 609 HWY 466
 Lady Lake, FL 32159
 (352) 267 4664
www.BulldogSitework.com

Attn: Bill Ponko
 Senior Contracting Officer
bill.ponko@lakecountyfl.gov

315 W Main St, Suite 416,
 Tavares, FL 32778-7800
 352.343.9489

Item	Description	Qty	Unit	Price	Total
General conditions					
1	Mobilization	1	ea	\$10,900.00	\$10,900.00
2	Temporary facilities	1	ls	\$6,019.39	\$6,019.39
3	Project management	1	ls	\$16,550.00	\$16,550.00
4	Survey/Layout/As-Built	1	ls	\$22,694.75	\$22,694.75
5	Performance and payment bond	1	ls	\$15,000.00	\$15,000.00
				Subtotal	\$71,164.14
Erosion control					
1	Silt fence	1600.00	lf	\$2.32	\$3,712.00
2	Inlet protection	10.00	ea	\$134.10	\$1,341.00
3	Tree protection	8.00	ea	\$80.99	\$647.92
				Subtotal	\$5,700.92
Demolition and site preparation					
1	Fence	70.00	lf	\$5.95	\$416.50
2	Asphalt drive	380.00	sy	\$19.75	\$7,505.00
3	Tree demolition	13.00	ea	\$1,591.20	\$20,685.60
4	Storm demo	1.00	ls	\$3,350.75	\$3,350.75
				Subtotal	\$31,957.85
Earthwork					
1	Bank cut to fill	764.00	cy	\$8.44	\$6,448.16
2	Bank cut to export	700.00	cy	\$21.38	\$14,966.00
3	Import to fill	775.00	cy	\$32.43	\$25,133.25
4	Finish grade	7646.00	sy	\$0.30	\$2,293.80
5	Sod (slopes and disturbed areas)	41226.00	sf	\$0.49	\$20,200.74
6	Temporary dewatering sediment trap	1.00	ls	\$650.00	\$650.00
7	Temporary dewatering pond	1.00	ls	\$780.00	\$780.00
				Subtotal	\$70,471.95

P.E.A.R Park Improvements 1



Bulldog Sitework LLC

609 HWY 466
Lady Lake, FL 32159
(352) 267 4664
www.BulldogSitework.com

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Price</i>	<i>Total</i>
Storm work					
1	18" HP Pipe	39.00	lf	\$76.33	\$2,976.87
2	12" HP Pipe	28.00	lf	\$71.96	\$2,014.88
3	15" HP Pipe	96.00	lf	\$80.07	\$7,686.72
4	Double Type B inlet	1.00	ea	\$12,373.40	\$12,373.40
5	15" MES	6.00	ea	\$1,770.60	\$10,623.60
6	18" MES	2.00	ea	\$2,184.65	\$4,369.30
				Subtotal	\$40,044.77
Concrete					
1	Ribbon curb	989.00	lf	\$34.64	\$34,258.96
2	6" Sidewalk	277.00	sf	\$14.34	\$3,972.18
				Subtotal	\$38,231.14
Paving					
Pave-drain parking area					
1	Geogrid	27588	sf	\$1.24	\$34,209.12
2	9" of 57 stone	1200	ton	\$82.96	\$99,552.00
3	Pave-drain parking area	27588	sf	\$19.68	\$542,931.84
4	Infiltrometer (to include maintenance)	2	ea	\$2,546.70	\$5,093.40
Asphalt entrance					
5	Stabilization	175	sy	\$10.38	\$1,816.50
6	8" lime rock	175	sy	\$14.54	\$2,544.50
7	1.5" SP 9.5	1	ls	\$9,750.00	\$9,750.00
8	Testing	1	SY	\$130.00	\$130.00
				Subtotal	\$696,027.36

P.E.A.R Park Improvements 2



Bulldog Sitework LLC

609 HWY 466
Lady Lake, FL 32159
(352) 267 4664
www.BulldogSitework.com

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Price</i>	<i>Total</i>
	Pavement striping and signage				
1	Signs	13.00	ea	\$448.50	\$5,830.50
2	6" Yellow double	325.00	lf	\$2.49	\$809.25
3	Stop bar and cross-walk	1.00	ls	\$1,437.50	\$1,437.50
4	6" white	1220.00	lf	\$1.44	\$1,756.80
5	Handicap signs and stalls	2.00	lf	\$517.50	\$1,035.00
6	Wheel stops	40.00	ea	\$82.95	\$3,318.00
				Subtotal	\$14,187.05
				Grand total	\$967,785.18

P.E.A.R Park Improvements 3

Exhibit D

Concrete Pad & Sidewalk Pre-Pour Concrete Inspection/Approval

****Note:** Contractor must obtain Lake County Parks staff inspection approval prior to pouring concrete for any pad or sidewalk. This form must be submitted by email for approval a minimum of 2 days before pouring concrete. This inspection is in addition to the County Building Inspector inspection. Contractor is required to submit the Construction Plan showing/markings the concrete pad or sidewalk section (lineal feet) being poured.

*******No payment will be processed for any portion of concrete pad or sidewalk poured without first obtaining Lake County Parks staff inspection approval.

Contract #: _____ Submittal Date by Email: _____

Concrete Pad size(s): _____

Sidewalk lineal feet: _____

Inspected by (full name): _____ Signature: _____ Date: _____

Approved ☐ Disapproved ☐

*Attach or Insert drawing below of concrete pad or sidewalk section being poured:

COMPOSITE EXHIBIT E



CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

TO BE SUBMITTED WITH ALL FINAL PAYMENT APPLICATIONS

STATE OF FLORIDA - COUNTY OF LAKE

Before me, the undersigned authority, personally appeared (Name of affiant) _____, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) _____ of (Business Name) _____ which does business in the State of Florida, hereinafter called the "Contractor."

2. The Contractor, pursuant to a contract, with the Lake County Board of County Commissioners, hereinafter referred to as the Owner, has furnished or caused to be furnished labor, material, and services for the construction of certain improvements to Real Property as more particularly set forth in said contract(s).

3. This Affidavit is executed by the Contractor accordance with section 713.06 of the Florida Statutes for the purposes of obtaining a final payment in the amount of: \$ _____.

4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors

NAME OF LIENOR

AMOUNT DUE

Signed and delivered this _____ day of _____, 20_____.

BY:

Name of Contractor's Business

Contractor's Name

Title of Affiant

Sworn to and subscribed before me this _____ day of _____, _____ by _____ who is personally known to me or produced driver license(s) as identification.
My Commission Expires:

Print Name:

Notary Public:

Serial Number:



**CONTRACTOR'S PAYMENT TO SUPPLIERS & SUBCONTRACTORS AFFIDAVIT
TO BE SUBMITTED WITH ALL PAYMENT APPLICATIONS**

Before me, the undersigned authority, personally appeared

(Name of affiant) _____, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) _____ of
(Business Name) _____
which does business in the State of Florida, hereinafter called the "Contractor."
2. The Contractor, pursuant to a contract, with the Lake County Board of County Commissioners, hereinafter referred to as the Owner, has furnished or caused to be furnished labor, material, and services for the construction of certain improvements to Real Property as more particularly set forth in said contract(s).
3. This Affidavit is executed by the Contractor accordance with section 713.06 of the Florida Statutes for the purposes of obtaining a payment in the amount of: \$_____.
4. All work to be performed under this payment application has been fully completed and all suppliers/lienors under this payment application have been paid in full, except the following:

NAME OF SUPPLIER/LIENOR

AMOUNT DUE

Signed and Delivered on the ____ day of _____, 202_

BY:

Signature of Affiant

Printed Name

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

(Notary Signature)

(SEAL)

PERFORMANCE/PAYMENT BOND

Award Recommended Vendor (ARV) shall execute and deliver to County a Performance and Payment Bond in an amount representing 100% of Contract price. The County's Performance and Payment Bond Form shall be the only acceptable form. Completed form must be delivered to County within fifteen (15) calendar days after formal notice of award. Failure to deliver the Performance and Payment Bond as directed will result in ARV being declared in default of contractual terms and conditions. ARV shall surrender the associated proposal bond (if any). No bid submissions will be accepted from ARV for the following twelve (12) month period.

- A. Bonds shall be written through Surety Insurers (Surety) listed on Sunbiz.org as surety, with the management and financial strength qualifications according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

- B. Contracts under \$500,000, bond provisions of Section 287.0935, Florida Statutes apply.
- C. Contracts over \$500,000, provisions of Section B apply plus Surety must be on the Treasury List for the last three consecutive years or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety must be in the current [Surety Bonds - List of Certified Companies \(treasury.gov\)](#) published by US Department of the Treasury. Bond amount must not exceed underwriting limitations shown in the List.
- D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will be acceptable.
- E. An irrevocable letter of credit or a cash bond in the form of a certified cashier's check written to the Board of County Commissioners will be acceptable. Interest will accrue to County if funds are held by County.
- F. The attorney-in-fact or other officer signing a contract bond for a Surety must include a certified copy of power of attorney authorizing the officer to do so. Contract bond must be counter signed by Surety's resident Florida agent.

AWARD RECOMMENDED VENDOR INSTRUCTIONS

Upon award, completed original County approved Performance/Payment bond forms shall be submitted to Lake County Procurement Services for bond recording. Bond(s) will be acceptable to County if the following exists:

- A. Surety is licensed to do business in the State of Florida;
- B. Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;
- C. Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;
- D. Surety is otherwise in compliance with the Florida Insurance Code;
- E. Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds \$500,000.; and
- F. Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

Performance/Payment Bond recording fee is ten dollars (\$10.00) for first page and eight dollars and fifty cents (\$8.50) for each additional page. Submit a check made payable to Gary J. Cooney, Clerk of the Court.

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor _____
Contractor Address _____
Contractor Address 2 _____
Contractor Telephone _____

(hereinafter called the “Principal”), whose principal business address and telephone number is as stated above; and

Surety _____
Surety Address _____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the “Surety”), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the “Obligee”), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____ (\$ _____) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Contract No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;
2. Pays Obligee any and all losses, damages, costs and attorneys’ fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and
4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

BOND NO. _____

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

By: _____

(Authorized Signature)

Printed Name: _____

Title: _____

Date: _____

#1 Witness as to Principal

#2 Witness as to Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

(Notary Signature)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)

Printed Name: _____

Title: _____

Date: _____

#1 Witness as to Surety_____
#2 Witness as to Surety**OR BY ATTORNEY IN FACT (POWER OF ATTORNEY MUST BE ATTACHED)**_____
#1 Witness as Attorney In Fact_____
#2 Witness as Attorney In FactBy: _____
(As Attorney In Fact)

Printed Name: _____

Date: _____

Address: _____

Phone: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ as _____ for _____.

Personally Known OR Produced Identification

Type of Identification Produced _____

(Notary Signature)

(SEAL)

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor _____
 Contractor Address _____
 Contractor Address 2 _____
 Contractor Telephone _____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety _____
 Surety Address _____
 Surety Address 2 _____
 Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____ (\$ _____)
 for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee as Owner have reached a mutual agreement for _____ (hereinafter referred to as the "Contract") which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

NOW THEREFORE, THE CONDITIONS OF THIS BOND are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. _____

BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.
3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)

Printed Name: _____

Title: _____

Date: _____

#1 Witness as to Principal

#2 Witness as to Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

(Notary Signature)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

By: _____

(Authorized Signature)

Printed Name: _____

Title: _____

Date: _____

#1 Witness as to Surety_____
#2 Witness as to Surety**OR BY ATTORNEY IN FACT (POWER OF ATTORNEY MUST BE ATTACHED)**_____
#1 Witness as Attorney In Fact_____
#1 Witness as Attorney In Fact

By: _____

(As Attorney In Fact)

Printed Name: _____

Date: _____

Address: _____

Phone: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

(Notary Signature)

(SEAL)



**AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT.
CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES
OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

Before me, the undersigned authority, personally appeared (Name of affiant) _____,
who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) _____ of
(Business Name) _____
which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern:* I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern:* I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
4. *Compliance with Human Trafficking Laws:* I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
5. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the _____ day of _____, 202__.

BY: _____
Signature of Affiant

Printed Name

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is ☐ personally known to me or ☐ has produced identification (type): _____.

(Notary Signature)

(SEAL)